



**Tuesday, May 16, 2023
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

1. **2023-328** Approve the minutes for the May 1 & 2, 2023 meetings of the City Council.
2. **2023-243** Take from the table an Appeal of the Planning Commission's recommendation to deny an Ordinance changing the zoning classification for property located at 350 S 11th Ave from R-1B (Single-Family Residential) to R-3 (Multi-family residential), and to change 709 Mamie Street from R-1A to R-2 (two-family residential) (Forrest County, Ward 4) - tabled at the May 2, 2023 meeting.
3. **2023-322** Adopt an Ordinance to close and vacate an undeveloped alley, which is located north of Lurlyne Street and East of Edwards Street between 1924 Edwards Street and 9 Lurlyne Street (Forrest County, Ward 5) as requested by Earl Clayburn, the applicant. The Planning Commission Recommended to approve on May 3rd, 2023.
4. **2023-324** Adopt an Ordinance changing the zoning of a parcel located on 496 N Hattiesburg Ave (PPIN 6750, Forrest County, Ward 5) from A-1 to A-2, as requested by Constance Burnside, representative, and Bengine Leatherwood, owner. The Planning Commission recommending to approve on May 3rd, 2023.
5. **2023-325** Approve a Variance from the front setback requirement for an industrially zoned property located at 5530 Old Highway 42 for a proposed structure to be located at a setback of 97.8 feet instead of a required 40 ft setback, as requested by Marc Broome, representative, and A&M Wrecker Service, LLC., owner. The Board of Adjustment recommended to approve on May 3rd, 2023.
6. **2023-323** Approve a request for a preliminary plat for a major subdivision (all zoned B-5, Regional Business District) for a property located at Lamar Boulevard and Highway 98, as requested by Hunter Andrews, engineer, and Graham Development, LLC. The

Planning Commission recommended to approve on May 3rd, 2023.

7. **2023-320** Adopt a Resolution authorizing the execution and delivery of the City of Hattiesburg, Mississippi Convention Promotion Tax Revenue Bonds, Series 2023 (The “Bonds”) in the principal amount of not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000); stating that no petition or other objection of any kind or character against the issuance of the bonds was filed with the city' approving the form of an Indenture or Trust and the form of and the execution and delivery of Pledge Agreement and a Private Placement Agreement in connection with the issuance of the bonds; authorizing the sale of the bonds; approving the forms of and authorizing the execution of certain other documents in connections with the bonds; and for related purposes.
8. **2023-318** Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same.
9. **2023-321** Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.
10. **2023-327** Approve Memorandum of Understanding between City of Hattiesburg and Rubicon Global, LLC, for a three-month pilot project utilizing technology-enabled waste management routing services for the Sanitation Division.
11. **2023-329** Approve a temporary construction easement between City of Hattiesburg and Midtown Merchants Association, Inc., over and across property located at Midtown Green Park, as described herein, for the purpose of constructing a band shell on the subject property and authorize the Mayor and City Clerk to execute the same.
12. **2023-319** Accept the transfer of one (1) 2007 Vision Blue Bird bus from the Hattiesburg Public School District; authorize placement of said bus in the inventory of the Hattiesburg Police Department in accordance with MS Code 31-7-13 (m) (vi).
13. **2023-315** Authorize submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for the 2023 Bulletproof Vest Partnership Grant in the amount of \$33,065 to purchase bulletproof vests for the Hattiesburg Police Department.

ROUTINE AGENDA

1. **2023-292** Acknowledge receipt of a Declaration of Forfeiture from the Forrest/Perry Metro Narcotics Task Force forfeiting \$1,752.00, the \$1,752.00 will be forfeited in the manner described in the attached order.

2. **2023-312** Acknowledge receipt of forfeiture of (1) one 2009 Infiniti Sedan and authorize said vehicle to be placed in the Hattiesburg Police Department inventory.
3. **2023-317** Acknowledge the monthly budget report for the month ending April 30, 2023.
4. **2023-326** Acknowledge receipt of the Privilege Tax License monthly report for the month of April 2023.
5. **2023-313** Approve the City's purchase of one (1) grave space, located in the South Half (S 1/2) of the Southwest Quarter (SW 1/4), Lot 60, Section 39, at Highland Cemetery, Minute Book # 2022-137, in the amount of \$ 175.00, from Debra Franklin, Authorize manual check for the same.
6. **2023-314** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
7. **2023-316** Approve claims docket for the period ending May 12, 2023.

In Memoriam:

- Dr. David Harry Halliwell, Jr.
- Ms. Tori Bowie
- Mr. Johnnie Bennett
- Mr. James Robert “Bobby” Moudy, Jr.

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lisa Luu
cc: Ronda Kennedy, Clerk of Council
Date: Tuesday, May 16, 2023
Re: Approve the minutes for the May 1 & 2, 2023 meetings of the City Council.
File Number: 2023-328
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 May 16, 2023 City Council meeting for consideration.

Published Agenda



Monday, May 1, 2023 4:00 PM	City Council Monday Meeting Agenda	Council Chambers 200 Forrest Street
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Call to Order

- **Agenda Review**
- **Citizens' Forum**

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, May 1, 2023**, in Council Chambers at City Hall; same being from a recessed meeting held on April 24, 2023.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Dave Ware, 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. Kennedy; City staff members; media; and the public.

Council President George Called the meeting to order.

Agenda Review

Council President George proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President Ware proceeded with the Citizens' Forum.

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

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

Council Vice President Ware closed the Citizen Forum.

Meeting Recess

Council President George declared the **meeting recessed at 4:05 p.m., this 1st day of May, 2023**, by unanimous consent, until the 2nd day of May, 2023.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



Tuesday, May 2, 2023 5:00 PM	City Council Tuesday Meeting Agenda	Council Chambers 200 Forrest Street
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Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

- | | | |
|-----|----------|---|
| 1. | 2023-307 | Approve the minutes for the April 17, 18 & 24, 2023 meetings of the City Council. |
| 2. | 2023-243 | Take from the table an Appeal of the Planning Commission's recommendation to deny a change in zoning classification for property located at 350 S 11 th Ave from R-1B (Single-Family Residential) to R-3 (Multi-family residential), and to change 709 Mamie Street from R-1A to R-2 (two-family residential) (Forrest County, Ward 4) - tabled at the April 18, 2023 meeting. |
| 3. | 2023-290 | Adopt a Resolution setting Public Hearing on Monday, June 5 th , 2023 at 4:00 p.m. in the City Council Chambers located at City Hall 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. | 2023-299 | Approve Letter Agreement with Neel-Schaffer, Inc. for professional engineering services related to the Gordon's Creek Pathway Along VFW Project and authorize the Mayor to execute in duplicate. |
| 5. | 2023-306 | Approve Memorandum of Agreement with the Mississippi Department of Transportation (MDOT) to provide funding for the Gordon's Creek VFW Pathway Project (Federal Aid Project No. STP-0210-00(042)LPA/109399-701000) and authorize the Mayor to execute in duplicate. |
| 6. | 2023-293 | Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same. |
| 7. | 2023-267 | Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Program Manual and authorize the Mayor to execute in triplicate. |
| 8. | 2023-300 | Approve an agreement between the Mississippi State Fire Academy (MSFA) and The Hattiesburg Fire Department to administer the NFPA 1001 Field program, for an amount not to exceed \$5,000.00 and authorize the Mayor to execute the same. |
| 9. | 2023-309 | Approve a Sponsorship Agreement between the City of Hattiesburg and JTR Productions, INC for advertisement sponsorship, in accordance with Mississippi 17-3-1, for an amount not to exceed \$7,500.00 and authorize manual check for the same. |
| 10. | 2023-268 | Approve and authorize issuance of a manual check for CDBG/HOME Program Claims per attached Memorandum (CDBG Entitlement) |
| 11. | 2023-302 | Adopt a Resolution appointing Andrew Arman Miri as Municipal Public Defender Pro Tem, for the City of Hattiesburg. |

ROUTINE AGENDA

- | | | |
|----|----------|---|
| 1. | 2023-287 | Acknowledge receipt of the two-quote docket. |
| 2. | 2023-305 | Acknowledge receipt of FY22 audit from Hattiesburg Public School District. |
| 3. | 2023-303 | Acknowledge receipt of FY 2021 audit from the Hattiesburg Tourism Commission. |
| 4. | 2023-304 | Acknowledge receipt of the FY 2022 audit from the Hattiesburg Tourism Commission. |
| 5. | 2023-301 | Acknowledge bids received on April 6, 2023 for one or more small tandem dump trucks and accept the bid of Burroughs Companies as the best and lowest bid. |
| 6. | 2023-308 | Acknowledge bids received on April 14, 2023 for one or more police pursuit package vehicles and accept the bid of Cannon Motors as the best and lowest bid. |
| 7. | 2023-298 | Approve Plans and Specifications for the COMSWIP Sewer Improvements Phase IX - East 2nd Street Area project and authorize advertisement for bids for same. |
| 8. | 2023-296 | Approve Plans and Specifications for the MLK Avenue Area Infrastructure Improvements Project and authorize advertisement for bids for same. |
| 9. | 2023-295 | Approve Plans and Specifications for the Edwards Street Infrastructure Improvements Project and authorize advertisement for bids for same. |

10.

2023-294

Approve Plans and Specifications for the Bobby L. Chain Runway Taxiway A Realignment and Improvements Project (AIP Project No. 3-28-0031-0030-2023) and authorize advertisement for bids for same.
11.

2023-266

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
12.

2023-297

Approve claims docket for the period ending April 28, 2023.

In Memoriam:

- Ms. Betty McSwain
- Mrs. Martha Jo Hayes
- Mr. Ronnie Price
- Minister Marie LaNay Hibbler
- Ms. Ella Mae Booker Kling
- Ms. Joyce “Boochie” Carroll

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, May 2, 2023**, in Council Chambers at City Hall; same being from a recessed meeting held on May 1, 2023.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (via teleconference); Carter Carroll, Ward 3; Dave Ware, 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. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; City staff members; media; and the public.

Council President George Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Wiley Quinn.

The Pledge of Allegiance was led by Kermas Eaton.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

The Mayor presented all members of the Mayor's Youth Council with a Certificate of Recognition.

There were no other presentations at this time.

THE MATTER OF THE AGENDA ORDER came before the Council.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1.

2023-307

Approve the minutes for the April 17, 18 & 24, 2023 meetings of the City Council.
- Attachments:

04-17-2023 APH, AR Mins.

04-18-2023 Mins.

04-24-2023 SC Mins.

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve the minutes for the April 17, 18 & 24, 2023 meetings of the City Council.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware and Brown

Nays: 0

2. **2023-243** Take from the table an Appeal of the Planning Commission's recommendation to deny a change in zoning classification for property located at 350 S 11th Ave from R-1B (Single-Family Residential) to R-3 (Multi-family residential), and to change 709 Mamie Street from R-1A to R-2 (two-family residential) (Forrest County, Ward 4) - tabled at the April 18, 2023 meeting.

Attachments: Item A Staff Summary
 Item A image sheet
 Item A Applicant Summary
 Ordinance - Robin Roberts Rezone
 MINUTES HPC March 2023

A MOTION was made by None and seconded by Council Vice President Ware to Take the Appeal of the Planning Commission's recommendation to deny a change in zoning classification for property located at 350 S 11th Ave from R-1B to R-3, and to change 709 Mamie Street from R-1A to R-2 from the table.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware and Brown

Nays: 0

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to TABLE the Appeal of the Planning Commission's recommendation to deny a change in zoning classification for property located at 350 S 11th Ave from R-1B to R-3, and to change 709 Mamie Street from R-1A to R-2 until next City Council meeting (May 16, 2023).

Council Vice President Ware stated that he still had concerns from the neighborhood and requested that the Council postpone considering the petition until he could address those concerns with both sides.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware and Brown

Nays: 0

3. **2023-290** Adopt a Resolution setting Public Hearing on Monday, June 5th, 2023 at 4:00 p.m. in the City Council Chambers located at City Hall 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: PH 06 05 2023 Request to Set Public Hearing Memo
 PH 06 05 2023 Resolution

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2023-59) setting Public Hearing on Monday, June 5th, 2023 at 4:00 p.m. in the City Council Chambers located at City Hall 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 (via teleconference), Carroll, Ware and Brown

Nays: 0

4. **2023-299** Approve Letter Agreement with Neel-Schaffer, Inc. for professional engineering services related to the Gordon's Creek Pathway Along VFW Project and authorize the Mayor to execute in duplicate.

Attachments: Gordon's Creek Pathway at the VFW - 2023 TAP Project

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Letter Agreement with Neel-Schaffer, Inc. for professional engineering services related to the Gordon's Creek Pathway Along VFW 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 (via teleconference), Carroll, Ware and Brown

Nays: 0

5. **2023-306** Approve Memorandum of Agreement with the Mississippi Department of Transportation (MDOT) to provide funding for the Gordon's Creek VFW Pathway Project (Federal Aid Project No. STP-0210-00(042)LPA/109399-701000) and authorize the Mayor to execute in duplicate.

Attachments: MDOT MOA - Gordon Creek VFW

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Memorandum of Agreement with the Mississippi Department of Transportation (MDOT) to provide funding for the Gordon's Creek VFW Pathway Project (Federal Aid Project No. STP-0210-00(042)LPA/109399-701000) 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 (via teleconference), Carroll, Ware and Brown

Nays: 0

6. **2023-293** Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same.

Attachments: MS Power - 500 MLK & 300 Scooba

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; 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 (via teleconference), Carroll, Ware and Brown

Nays: 0

7. **2023-267** Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Program Manual and authorize the Mayor to execute in triplicate.

Attachments: Memorandum - Emergency Roof Repair Agreements 05.02.23
Roof Grant Agreement - Bullock
Roof Grant Agreement - May
Roof Grant Agreements - Fortenberry
Roof Grant Agreement - Hoard

Roof Grant Agreements – Smith

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Program Manual and authorize the Mayor to execute in triplicate.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware and Brown

Nays: 0

- 8. 2023-300** Approve an agreement between the Mississippi State Fire Academy (MSFA) and The Hattiesburg Fire Department to administer the NFPA 1001 Field program, for an amount not to exceed \$5,000.00 and authorize the Mayor to execute the same.

Attachments: Hattiesburg 1001 Field Delivery April-Jun

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve an agreement between the Mississippi State Fire Academy (MSFA) and The Hattiesburg Fire Department to administer the NFPA 1001 Field program, for an amount not to exceed \$5,000.00 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 (via teleconference), Carroll, Ware and Brown

Nays: 0

- 9. 2023-309** Approve a Sponsorship Agreement between the City of Hattiesburg and JTR Productions, INC for advertisement sponsorship, in accordance with Mississippi 17-3-1, for an amount not to exceed \$7,500.00 and authorize manual check for the same.

Attachments: 0084 001

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve a Sponsorship Agreement between the City of Hattiesburg and JTR Productions, INC for advertisement sponsorship, in accordance with Mississippi 17-3-1, for an amount not to exceed \$7,500.00 and authorize manual check for the same.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware and Brown

Nays: 0

- 10. 2023-268** Approve and authorize issuance of a manual check for CDBG/HOME Program Claims per attached Memorandum (CDBG Entitlement)

Attachments: Manual Check Memo 05.02.23
Invoice - N. 19th Ave Invoice 05.02.23
Invoice - 115 Townsend 05.02.23

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve and authorize issuance of a manual check for CDBG/HOME Program Claims per attached Memorandum (CDBG Entitlement).

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware and Brown

Nays: 0

11. **2023-302** Adopt a Resolution appointing Andrew Arman Miri as Municipal Public Defender Pro Tem, for the City of Hattiesburg.
- Attachments: Arman Miri Resume 2023
 Appoint Public Defender

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-60) appointing Andrew Arman Miri as Municipal Public Defender Pro Tem, for the City of Hattiesburg.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware and Brown
Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Member Carroll 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 (via teleconference), Carroll, Ware and Brown
Nays: 0

1. **2023-287** Acknowledge receipt of the two-quote docket.
- Attachments: Two Quote 04-21-2023
2. **2023-305** Acknowledge receipt of FY22 audit from Hattiesburg Public School District.
- Attachments: Hattiesburg Public School District FY 22 Audit
3. **2023-303** Acknowledge receipt of FY 2021 audit from the Hattiesburg Tourism Commission.
- Attachments: Tourism Commission Audit Report 2021
4. **2023-304** Acknowledge receipt of the FY 2022 audit from the Hattiesburg Tourism Commission.
- Attachments: Tourism Commission Audit Report 2022
5. **2023-301** Acknowledge bids received on April 6, 2023 for one or more small tandem dump trucks and accept the bid of Burroughs Companies as the best and lowest bid.
- Attachments: Untitled
6. **2023-308** Acknowledge bids received on April 14, 2023 for one or more police pursuit package vehicles and accept the bid of Cannon Motors as the best and lowest bid.
- Attachments: Bid Tabulation- Hattiesburg Police Vehicles
7. **2023-298** Approve Plans and Specifications for the COMSWIP Sewer Improvements Phase IX - East 2nd Street Area project and authorize advertisement for bids for same.
- Attachments: 1273-S014 Specs_Street Ready Set_2023-04-21
 1273-S014 Advertisement for Bids
 1273S014_Plans_Street Ready Set_2023-04-21
 1273S014_Request Permission to Advertise_trans

8. **2023-296** Approve Plans and Specifications for the MLK Avenue Area Infrastructure Improvements Project and authorize advertisement for bids for same.
- Attachments: 11295_Specs_Street Ready Set_2022-06-24
 11295 Advertisement for Bids
 11295_Plans_Street Ready Set_2022-06-24
 11295_Request Permission to Advertise_trans
9. **2023-295** Approve Plans and Specifications for the Edwards Street Infrastructure Improvements Project and authorize advertisement for bids for same.
- Attachments: 12220-002_Request Permission to Advertise_trans
 12220-002_Specs_Street Ready Set_2022-06-24
 12220-002 Advertisement for Bids
 12220-002_Plans_Street Ready Set_2022-06-24
10. **2023-294** Approve Plans and Specifications for the Bobby L. Chain Runway Taxiway A Realignment and Improvements Project (AIP Project No. 3-28-0031-0030-2023) and authorize advertisement for bids for same.
- Attachments: Plans for Bobby L. Chain Runway Taxiway A Realignment and Improvements Project
 Specifications for Bobby L. Chain Runway Taxiway A Realignment and Improvements Project
 Contract Documents Section A Advertisement for Bidders 0030-2023 1 and 2
 Contract Documents Section A Advertisement for Bidders 0030-2023 1 and 2
11. **2023-266** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
- Attachments: Image_00734
 Image_00735
 Image_00736
12. **2023-297** Approve claims docket for the period ending April 28, 2023.
- Attachments: DOCKET 23.04.30
 DT 4.30.23

In Memoriam:

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

- Ms. Betty McSwain
- Mrs. Martha Jo Hayes
- Mr. Ronnie Price
- Minister Marie LaNay Hibbler
- Ms. Ella Mae Booker Kling
- Ms. Joyce “Boochie” Carroll

Meeting Adjourn

Council President George declared the **meeting adjourned at 5:24 p.m., this 2nd day of May, 2023**, by unanimous consent, until the 15th day of May, 2023.

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, May 16, 2023

Re: Take from the table an Appeal of the Planning Commission's recommendation to deny an Ordinance changing the zoning classification for property located at 350 S 11th Ave from R-1B (Single-Family Residential) to R-3 (Multi-family residential), and to change 709 Mamie Street from R-1A to R-2 (two-family residential) (Forrest County, Ward 4) - tabled at the May 2, 2023 meeting.
File Number: 2023-243
Minute Book #

Summary

A petition has been filed by Robin Roberts, applicant, and Michael Albanese of Burnice Whittier Smith Corp., owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for certain properties located at 350 S 11th Ave and 709 Mamie Street. The applicant requests to change the zoning classification of 350 S 11th Ave from R-1B (Single-Family Residential) to R-3 (Multi-family residential), and to change 709 Mamie Street from R-1A to R-2 (two-family residential) (Forrest County, Ward 4). Planning Commission voted to deny on March 1, 2023

Recommendation Statement

Please place this on the May 16, 2023 City Council meeting for consideration.

HPC March 2023: Item A

Robin Roberts, Applicant, and Michael Albanese of Burnice Whittier Smith Corp., Owner

Request for: **Zoning Change From R-1B to R2 and R-3**



URBAN DEVELOPMENT PLANNING DIVISION

Planning Commission Case Fact Sheet

Name of Petitioners: Robin Roberts, Applicant, and Michael Albanese of Burnice Whittier Smith Corp., Owner

Address of Property:

Parcels are adjacent to each other at the Corner of S 11th Ave and Mamie Street

R-1B to R-2 Request: 709 Mamie Street

R-1B to R-3 Request: 350 S 11th Ave

	Tax Parcel	PPIN:	Ward:
709 Mamie Street	2-029M-09-054.00	16933	4
350 S 11 th Ave	2-029M-09-053.00	16934	4

Request: **Zoning Change of two R-1A Parcels
One parcel to R-2 and one to R-3**

Applicant Summary: See Attached

Applicable Regulations:

SECTION 2

APPLICABILITY AND CONFORMITY

2.4 Nonconformities

2.4.4 Nonconforming Uses. A legal nonconforming use is a use existing legally at the time of the passage of this Code, or the time of annexation into the City's jurisdiction, which does not by reason of use conform to the regulations of the district in which it is located. A use established after the passage of this Code which does not conform to regulations of the district in which it is located shall be considered an illegal nonconforming use and is a violation of this Code. Legal nonconforming uses of land or structures may continue only in accordance with all of the following provisions.

2.4.4.4 Reestablishment Restricted. A legal nonconforming use, when discontinued or abandoned, shall not be resumed.

Discontinuance or abandonment shall be defined as:

i. When land used for a legal nonconforming use ceases to be

used in a bona fide manner or a period of six consecutive calendar months.

ii. When a building designed or arranged for a nonconforming use ceases to be used in a bona fide manner as a legal nonconforming use for a continuous period of six consecutive calendar months.

iii. When a building designed or arranged for a conforming use shall cease to be used in a bona fide manner as a legal nonconforming use for a period of six consecutive calendar months.

SECTION 4

Zoning Districts Established

4.5.4 R-1B Residential District: The purpose of the R-1A District is to permit single-family residential uses 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 lower-density residential neighborhoods with only compatible supporting institutional uses and open space.

4.5.6 R-2 Two-Family Residential District: The purpose of the R-2 District is to permit medium density residential uses including two-family, or duplex 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.

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.

5.4.18 Dwelling, Two Family and Multi-Family.

5.4.18.1 On infill development sites in residential districts, multi-family buildings shall be designed to blend in with surrounding single-family residential buildings to the maximum extent practicable with regards to building design, setbacks, driveway and garage design and location, porches, and sidewalks.

5.4.18.2 Site designs shall create a sense of “neighborhood” and shall meet the following requirements:

- i. Buildings shall be sited with front entrances and porches

oriented toward streets, drives, and plazas, rather than clustered around parking lots.

ii. An internal vehicular circulation system for private streets, when included, shall be reflective of a single-family residential street system.

iii. Parking lots shall be located behind buildings, except where it is deemed appropriate to use a parking lot as a buffer from an arterial street, or where such parking area will directly abut a property line exterior to the development site when located in or adjacent to a residential district.

iv. Walkways shall connect all buildings with parking areas, play areas, clubhouses, and existing public sidewalks adjacent to the development site.

v. Plazas, clubhouses, pools, and recreational facilities shall be centrally located, when provided.

5.4.18.3 Building designs that create variety and do not look monotonous if replicated throughout the development shall be required. Such designs shall include the following:

i. Side and rear building elevations, garages, carports, and all accessory structures shall have the same level of design, aesthetic quality, and architectural detailing.

ii. Porches, varied rooflines, and varied façade depths shall be provided to create variety and individuality of each building.

iii. Windows and projecting wall surfaces shall be used to break up larger wall surfaces, establish visual interest and provide visibility of the street and other public spaces encouraging social interaction.

iv. Protective entry courts, common vestibules, covered breeze ways, or enclosed stair halls shall be used to reduce the number of visible doors, unless designed in a row house or townhouse manner oriented toward the street.

v. Garages shall be designed to be integrated with the building design or sited so as to avoid long monotonous rows of garage doors and building walls. Garages shall be oriented so that they do not visually dominate the building façade or the streetscape.

Present Zoning: The parcels are currently zoned R-1B

Present Use: Unoccupied Residential Structures

Future Land Use: Neighborhood Conservation District 1

Surrounding Zoning and Land Use:
North: R-1B Single Family Residential
South: R-1B Single Family Residential
East: R-1B Single Family Residential
West: R-1C Single-Family Residential

Letters or

Concerns stated:

The Planning Division Office has not received any letters or other written communications relative to this case as of February 22, 2023

History / Background:

The applicant met with Planning Staff to discuss the rezoning of two parcels at the intersection of S 11th Ave and Mamie Street. The property located at 350 S 11th Avenue was constructed and used as a 4-plex previously but has been vacant for more than 6 months. The property at 709 Mamie Street had been converted into a duplex, but a recent fire destroyed the building and it has been vacant for more than 6 months. Both properties, while constructed as Multi-Family and Two-Family residential structures, were considered legal nonconforming when the current Land Development Code was adopted. The abandonment of the non-conforming uses requires the properties to meet the current standards of the zoning district, and therefore cannot be used for multi-family, two-family structures as currently zoned.

The rezone request of the property at 350 S 11th Avenue to an R-3 zoned parcel would allow the property to be used legally as a 4-plex structure. The applicant discussed with staff the intent to demolish the burned structure at 709 Mamie St and reestablish a duplex at the site, if the R-2 Zoning is approved.

Option:

Basis for approval (Zoning Change):

- 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

SUBJECT PARCEL:

350 S 11th Ave and 709 Mamie St

Robin L. Roberts (representative) and Michael Albanese of Burnice Whittier Smith Corp (owner/applicant).

The applicant requests to change zoning classification of 350 S 11th Ave from R-1B(Single-Family Residential) to R-3 (Multi-family residential), and to change 709 Mamie Street from R-1B to R-2 (two family residential) (Forrest County, Ward 4).

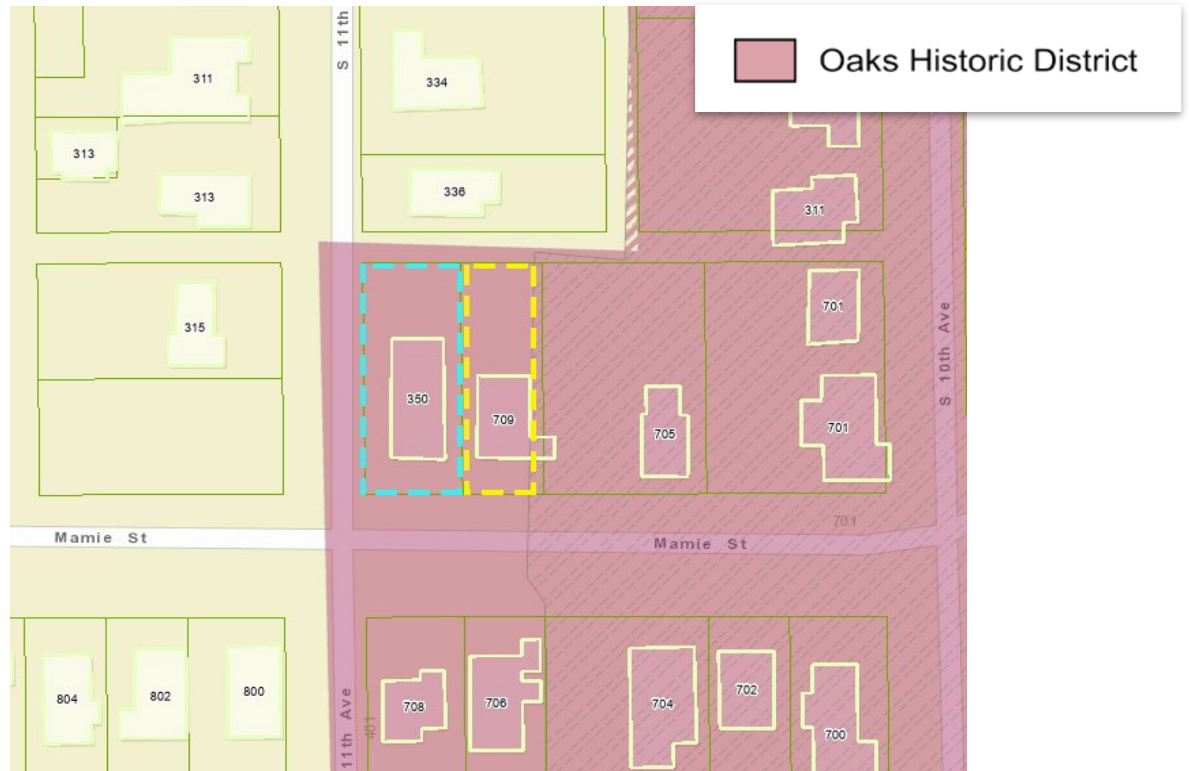


350 S 11th Ave

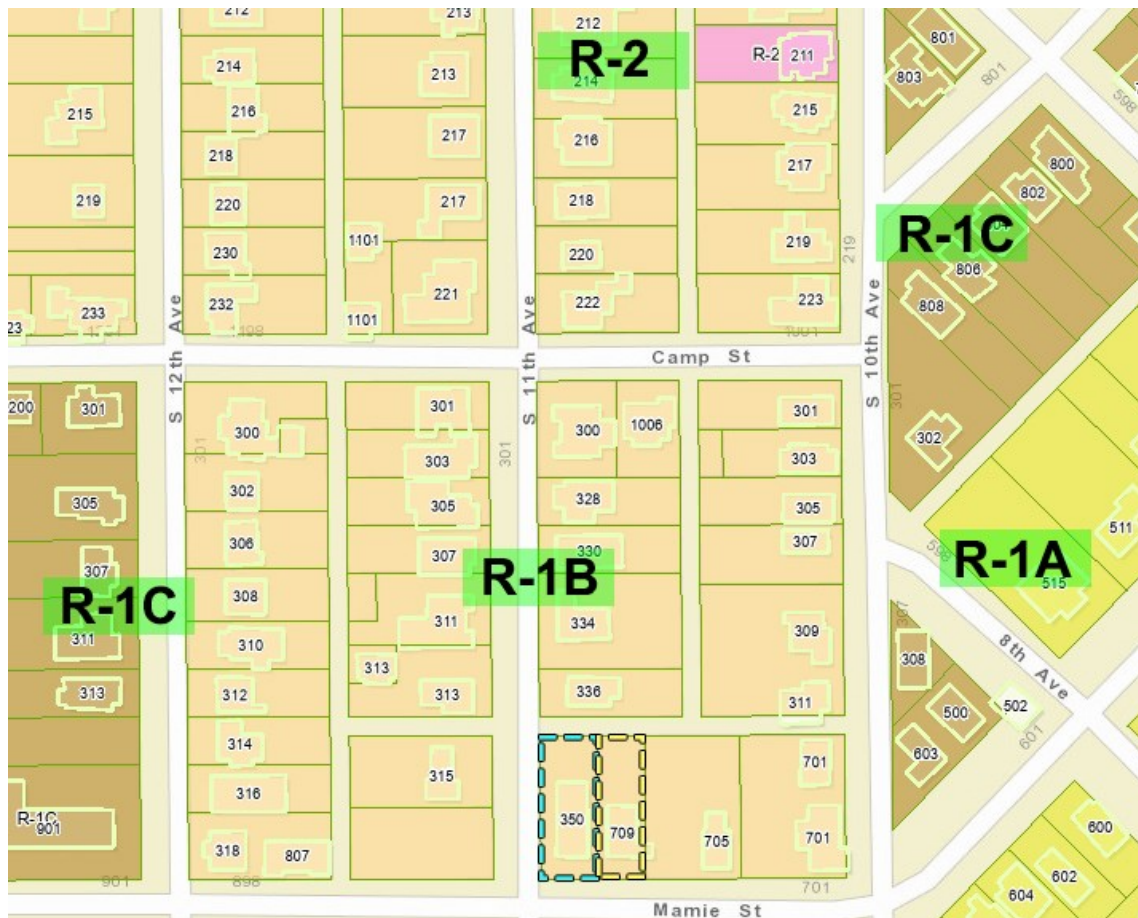
709 Mamie St



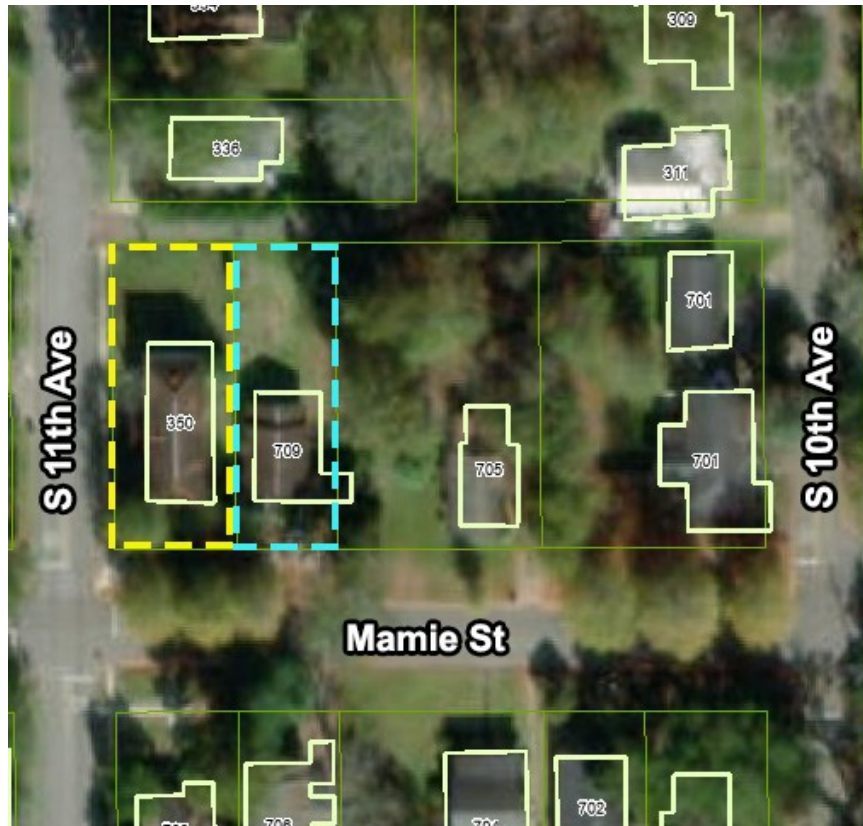
Vicinity Map—Ward 4



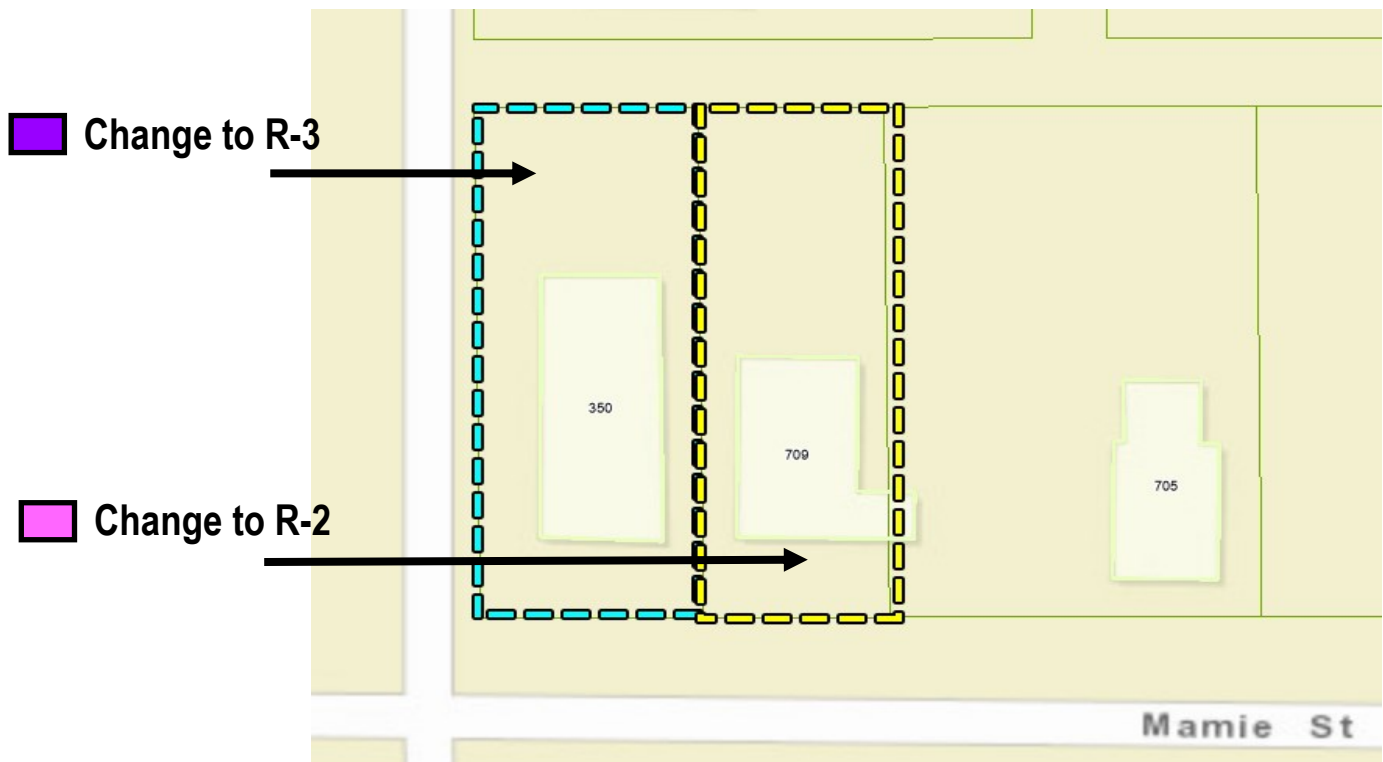
Surrounding Zoning



Site Aerial



Area Requested for Rezone



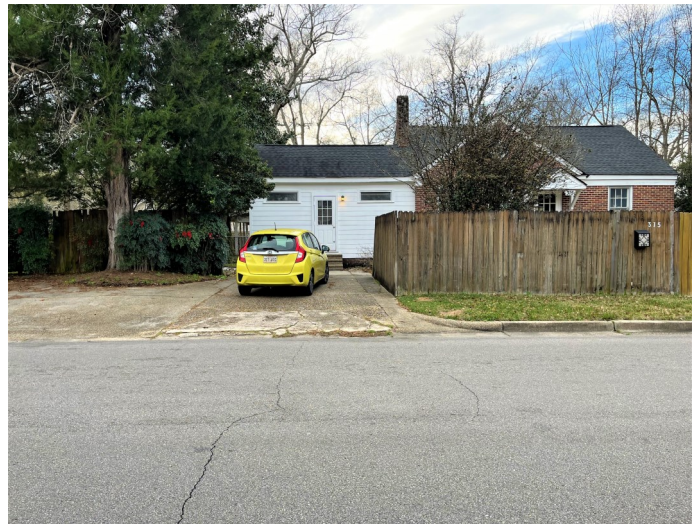
SURROUNDING AREA

Northern and Southern Directions: R-1B

Single-family Residential



Western Direction: R-1B, Single-family Residential



S11th Ave and Mamie St Intersection

SURROUNDING AREA

Eastern Direction: R-1B

Single-family Residential



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.)

There is a clear public need for the zoning to be changed back as per the provisions of the comprehensive plan. The two properties sought to be re-zoned have been used for higher density residential use for many years. The structure at 350 S. 11th Avenue is a 4-plex, while the adjacent 709 Mamie Street is a duplex. Both properties lost their "grandfather" status due to vacancy. Allowing the property to return to a 4-plex and duplex (R-3 & R-2, respectively) meets criteria in the comprehensive plan in the following ways: it will promote economic development by making a substantial investment in property that may otherwise be unused or an eyesore. It is within a historic district so the certificate process will insure it preserves the historic character. The re-zoning will cause no incompatible use, as the proposed use is as it has always been. The property values will be enhanced by the investment for the benefit of the entire neighborhood. It will also improve the stock of moderate income housing. Nothing about the project will cause disorderly development, and the use will allow orderly growth & development without changing the character of the neighborhood.

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

ADOPT AN ORDINANCE FOR THE PETITION FILED BY ROBIN ROBERTS, APPLICANT, AND MICHAEL ALBANESE OF BURNICE WHITTIER SMITH CORP., TO CHANGE THE ZONING CLASSIFICATION FOR CERTAIN PROPERTIES LOCATED AT 350 S 11TH AVE AND 709 MAMIE STREET (PARCEL NO. 2-029M-09-053.00, AND 2-029M-09-054.00; PPIN 16934, AND 16933) TO CHANGE THE ZONING CLASSIFICATION OF 350 S 11TH AVE FROM R-1B (SINGLE-FAMILY RESIDENTIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL), AND TO CHANGE 709 MAMIE STREET FROM R-1B TO R-2 (TWO-FAMILY RESIDENTIAL). THE PLANNING COMMISSION RECOMMENDED TO DENY ON MARCH 1, 2023.

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 Approve 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.

Said property being more particularly described as follows, to-wit:

Parcel No. 2-029M-09-053.00, PPIN 16934:

Lot 13, in Block 13 of the Hattiesburg Heights Property Survey to the City of

Hattiesburg, Forrest County, Mississippi; and

Parcel No. 2-029M-09-054.00, PPIN 16933:

Lot 12, in Block 13 of the Hattiesburg Heights Property Survey to the City of
Hattiesburg, Forrest County, Mississippi

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., 2023

(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., 2023

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION**

March 1st, 2023

The Hattiesburg Planning Commission did meet in a regular session on March 1st, 2023, at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to give Commissioners, petitioners, and the public the option to participate remotely. A quorum was indicated and the attendance was as follows:

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

Commissioners Absent: Carlos Wilson

Also Present: Nathan Satcher, Planner II
Wiley Quinn, Director of Urban Development
Jim Gladden, Esq.
Kevin Bates, Building Official
Cory Long, AICP, Planning Manager
Andrea Garcia, Planner I

AGENDA REVIEW

There came the matter of the February 2023 Agenda. Commissioner Ray made a motion to accept the agenda, seconded by Commissioner Hinton. All members present were in favor.

MINUTES REVIEW

REPORTS

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for February 2022. He shared that there was an increase in permits valuation due apartment complexes, which was mostly due to the new Ivy Row developments located on Hwy 49. Also, there was a slight increase in commercial, single-family residential buildings, and roofing permits.

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Planner. He shared that the Jackson Rd case was appealed and will be brought to City Council for an additional public hearing on April 3rd. The conditional use request for 1601 Hardy St has also been appealed and will go to City Council for a public hearing on March 13. Cory Long, planning manger, noted that the staff is still exploring a court reporter to document and provide the meeting minutes.

CHAIR'S REPORT

There came the matter of the Chair's Report. Chair Miller noted that last year an ADU subcommittee was formed to explore ways to create a legal path for Accessory Dwelling Units and that Planning Commission needs to revisit the committee.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Items A-1 & A-2 (Change Zoning for 709 Mamie Street and 350 S 11th Ave) presented by Robin L. Roberts. Nathan Satcher first presented that the applicant requested a change of zoning classification for 350 S 11th Ave, from R-1B (Single-Family Residential) to R-3 (Multi-family Residential). The same was requested for the property located at 709 Mamie Street, changing from R-1B to R-2 zone (Two-Family Residential). Both properties are located within the Oaks Historic District.

The property at 350 S 11th Ave was built and used as a 4-plex, and the one at 709 Mamie St had been converted to a duplex in the past but both have been vacant for more than 6 months.

When the current Land Development Code was adopted, both properties were considered legally non-conforming. According to the code, if the use of the properties is discontinued for more than 6 months, these are required to meet the current standards of the zoning district, and therefore cannot be used for multi-family, two-family structures as currently zoned.

Then Satcher presented the Future Land Use map from The Comprehensive Plan, which identifies this area as a Neighborhood Conservation District 1. There are also a few two-family and multi-family residences constructed in this area that adhere to the character of the surrounding neighborhood. Both properties are also located near the corridor districts Hardy St Neighborhood Business, as well as West Pine Regional and Broadway Drive Community Businesses. Additionally, both properties are located near the Hardy Street Neighborhood Business District, as well as West Pine Regional and Broadway Dr. Business District.

The representative Robin L. Roberts appeared on behalf of the property owner Michael Albanese and initiated the public meeting by explaining a brief history of the property. He stated that the 709 Mamie St property would be rebuilt as a duplex if the R-2 zoning is approved, while the property at 350 S 11th Ave would be used legally as a 4-plex structure if rezoned to R-3.

In addition, he confirmed that both properties had lost their non-confirming use status, and he is seeking to get back to their original zoning. Either the properties should be remodeled and fixed up to liveable conditions, or they should be torn down. He also mentioned that there are other multi-family residential structures in the area.

In her comments, Commissioner Hinton said the 350 S 11th Ave property has been vacant for more than 20 years, and asked why the applicant is not considering building a single-family home instead of keeping it as a rental property. Mr. Roberts replied that from an investor standpoint, such a decision would mean financial loss. Chair Miller then declared the public hearing portion of the meeting closed at 1:44 PM.

After that, Commissioner Hinton suggested using both structures as single-family homes instead of rental properties, stating that multi-family rental properties were not compatible with the neighborhood's current character. Commissioner Dowe expressed his concerns to the Commissioners about the 4-plex at 350 S 11th Ave, stating that investors would not be interested in this property if a rezoning is not possible and this would lead to decay.

Commissioner Hinton made the motion to deny the zoning change petition for 709 Mamie St (item A-1), on the basis that there is no public need for that type of housing in the

neighborhood. Commissioner Lockett seconded the motion. A roll call vote was then conducted. The motion failed to be approved and the change of zoning was denied by a vote of 7 to 2.

Commissioners Voting Aye:

Amy Hinton, Vice-Chair
Rebekah Ray
Mark Miller – Chair
Elayne Lockett
Michael Dickerson
Charles Dawe
Jeff Keyseear

Commissioners Voting Nay:

Dick Conville
Luke McNair

Another motion was made by Commissioner Hinton to deny the zoning change for 350 S 11th Ave (item A-2), seconded by Commissioner Lockett. The motion failed to be approved and the change of zoning was denied by a vote of 7 to 2.

Commissioners Voting Aye:

Amy Hinton, Vice-Chair
Rebekah Ray
Mark Miller
Elayne Lockett
Michael Dickerson
Charles Dawe
Jeff Keyseear

Commissioners Voting Nay:

Dick Conville
Luke McNair

There came the matter of Item B (Rezone Request and Preliminary Platt Approval for J ED Turner Road/Classic Drive intersection) presented by Jonathan Krebs. Nathan Satcher stated that the case was a combination request for rezoning one R-1B parcel and a portion of another parcel zoned R-1A. Both parcels would be rezoned to A-2 and be part of a

request to approve a Preliminary Plat for a Major Subdivision.

The Comprehensive Plan identifies this area as a Neighborhood Conservation District 2, which is characterized as “low-density or moderate-density single-family residences; building lots with front and side yards, with standard depths and an overall lower density of development than downtowns or historic neighborhoods”. The A-2 Zoning of the property, is more in line with the Rural Residential/Agricultural District of the Comprehensive Plan, which is characterized as “sparsely developed residential lands or undeveloped lands. Properties in this district are expected to transition from undeveloped or very low-density residential lands to large estate residences or suburban neighborhood residential developments”.

Then the conditional issues were discussed. Satcher mentioned that the maximum length of a minor street would be more than 400 ft in this subdivision, due to the topographical conditions and property access limitations. Additional expansions for the property were not presented. Planning Div. Manager, Cory Long stated that the right-of-way proposed exceeds the requirements; the width of the right-of-way needs to be taken into consideration in the future.

Jonathan Krebs, the owner of the property discussed, initiated the public meeting expressing his interest in creating the subdivision on unimproved parcels and establishing his home in the area. The proposed subdivision will be $\pm$ 46.49 acres with 16 lots ranging in size from 1 to 3.8 acres; this will include a green space with a lake and a pathway that connects to the Longleaf Trace.

Commissioner Hinton asked if Pipeline Rd would be paved and Mr. Krebs stated that paving the road was part of a request made by the Planning Division, and that he is currently looking into paving the exit of the neighborhood. Since sanitation trucks and school buses are expected to use this road, Krebs will explore options for resolving the issue.

Erick Weill, a resident of J ED Turner Rd, spoke in favor of the proposal. In support of the proposal, he emphasized that the buffer zone between the subdivision and Longleaf Trace was a good idea. Chair Miller then closed the public hearing portion of the meeting.

Commissioner Pickett questioned the staff about the need for sidewalks in this area that connect to the Longleaf Trace. Satcher stated these are not required on an A-2 zone, however, a common pathway that connects the development to the Longleaf Trace has already been constructed. A question was raised by Commissioner Conville regarding the existing car path. Mr. Krebs mentioned that the primary car path is intended to extend across the front of all the

properties, which corresponds to the old railroad that ran through the city.

Commissioner Pickett then asked about the square footage of the houses; Satcher answered that it was up to the subdivision to determine what the minimum size requirement for homes should be. A motion was made by Commissioner Hinton to approve the zone change for both parcels to A-2, stating that the growth of Longleaf Trace has changed the character of the area. The same motion was made for the third item and the Preliminary Platt for the subdivision was approved.

Commissioners Voting Aye:

Charles Dawe (via GoToMeeting)
Amy Hinton, Vice-Chair
Dick Conville
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Luke McNair (via GoToMeeting)
Mark Miller - Chair
Rhoda A. Pickett
Rebekah Ray

Commissioners Voting Nay: None

Commissioners Absent: Michael Dickerson (via GoToMeeting)

BUSINESS MEETING

Having no further business, Chair Miller made a motion to adjourn, and the public meeting was adjourned at 2:46 PM.

Mark M. Miller, Chair

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cory Long, Planning Administrator, Nathan Satcher, Planner II
cc: Ann Jones
Date: Tuesday, May 16, 2023
Re: Adopt an Ordinance to close and vacate an undeveloped alley, which is located north of Lurlyne Street and East of Edwards Street between 1924 Edwards Street and 9 Lurlyne Street (Forrest County, Ward 5) as requested by Earl Clayburn, the applicant. The Planning Commission Recommended Approval on May 3rd, 2023.
File Number: 2023-322
Minute Book #

Summary

A petition has been filed by Earl Clayburn, owner, as required in the Land Development Code, Ord. No. 3209, to close and vacate an undeveloped alley, which is located north of Lurlyne Street and East of Edwards Street between 1924 Edwards Street and 9 Lurlyne Street (Forrest County, Ward 5).

Recommendation Statement

Please place this on the May 16, 2023 City Council meeting for consideration.

HPC May Item: A
Earl Clayburn, Applicant
Request for: **Alley Closure**



**Planning Commission
Case Fact Sheet**

Name of Petitioner: Earl Clayburn, Applicant

Address of Property:	Adjacent Tax Parcel	PPIN:	Ward:
North of Lurlyne St, next to 1024 Edwards St	2-038P-22-061.00	6401	5
	2-038P-22-060.00	9667	5
	2-038P-22-058.00	9668	5
	2-038P-22-059.00	9669	5

Request: **Alley Closure**

Purpose of Request: To consider an application to close and vacate an alley located on the north of Lurlyne St, near the intersection of Edwards St and Lurlyne St (Ward 5).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 12.2 Categories of Development Approvals

Legislative Development Approvals – Street closings

Present Zoning: B-2 and R-1C

Present Use: Residential Area

**Surrounding Zoning
and Land Use:**

North: B-2 Neighborhood Business District (Vacant/SFR Home)
South: B-2 Neighborhood Business District (SFR Home)
East: R-1C Single-Family Residential District (SFR Home)
West: B-2 Neighborhood Business District (SFR Home)

Most Nearly

Bounded By (streets): Located north of Lurlyne Street, south of Dixie Pine Rd, east of Edwards St, and west of McCall St

Letters or

Concerns stated: The Planning Division Office has not received any letters or other

HPC May Item: A
Earl Clayburn, Applicant
Request for: **Alley Closure**

written communications relative to this case, as of April 24th, 2023.

History / Background:

The applicant seeks to close an alley located next to his property at 1024 Edwards St. The alley directly fronts Lurlyne Street, and is not paved, where the applicant has been maintaining the vegetative growth on the alley. This alley is encompassed by four different lots; in order to make this request, the applicant purchased the three properties surrounding this alley (PPIN: 6401, 9668 and 9669), one of them being his own home (PPIN 9667). After vacating the alley, the applicant seeks to collapse all parcels into one parcel, where the remaining parcel will contain only one dwelling unit and smaller accessory structures.

Option:

Approve or Deny an application to close and vacate a portion of an alley located on the north of Lurlyne St, near the intersection of Edwards St and Lurlyne St (Ward 5)

SUBJECT PARCEL

Alley Vacation/Street Closure– Lurlyne Street

Earl Clayburn, Applicant and Owner

The applicant requests a street/alley closure north of Lurlyne Street that involves multiple parcels located at 1924 Edwards Street:

-PPINs: 9667 (B-2 zone), 9668, 9669 (R-1C) and

-One unaddressed parcel, PPIN: 6401 (B-2)

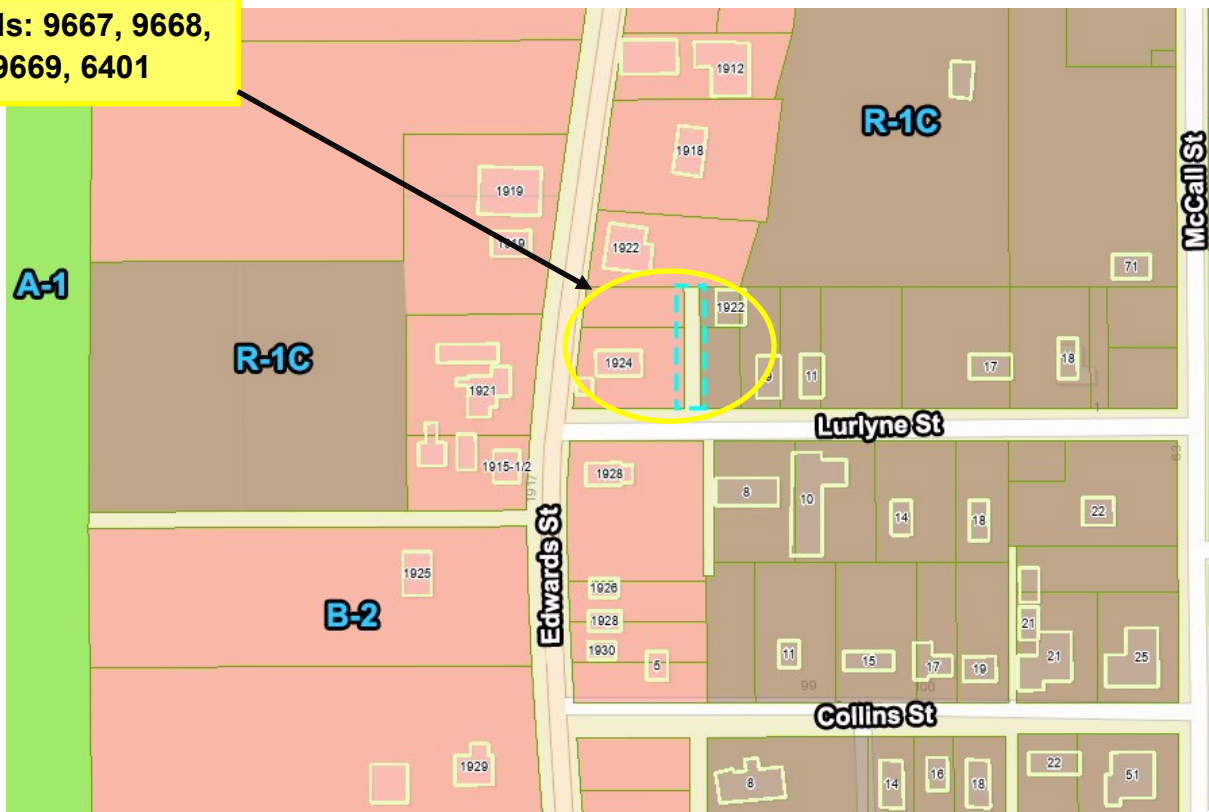


Vicinity Map—Ward 5



Surrounding Zoning

PPINs: 9667, 9668,
9669, 6401



Site Aerial



Surrounding Area

Northern and Southern Directions: B-2 (Neighborhood Business District)



Surrounding Area

Eastern Direction R-1C (Single-Family Residential District)



Western Direction B-2 (Neighborhood Business District)



PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
 Department of Urban Development
 545-4599 or FAX (601) 545-1962

**PUBLIC HEARING TYPE REQUESTED:****Application for (check all appropriate types):**

- ☐ Variance (details below) ☐ Conditional Use (details below) ☐ Re-Zoning (details below)
☐ Subdividing of Lot, Parcel or Tract ☐ Overlay District
☐ Street or Alley Renaming ☒ Vacating Street or Alley
☐ Planned Mixed-Use District ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign ☐ Setback (front, side or rear _____) ☐ Off-site Parking
☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space
☐ Other _____

Land Development Code Section No. _____;

Section No. _____;

Section No. _____;

Staff
Information –
do not complete

FOR CONDITIONAL USE PERMIT ONLY:

Check Applicable Type:

- ☐ Automotive filling station ☐ Group facility or home ☐ Care Center (type _____)
☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Solar Farm
☐ Restaurant ☐ Telecommunications ☐ Other _____

Land Development Code Section No. _____

Staff Information

FOR RE-ZONING ONLY:

Existing Zoning: _____

Proposed Zoning: _____

Public Hearing Contact Information Form

City of Hattiesburg - Planning Division

Note: A Pre-Application submittal must contain a completed application form and a concept plan drawn to scale.

Pre-Application Date: Click here to enter a date. **Planner:**

Today's Date: Click here to enter a date.

Project Name: Close Alley North of Lurlyne Street

Proposed Use(s):

Project Street Address:

PPIN Number(s) (If unknown, can be found on tax receipt):

Parcel Number(s):

Flood Zone(s):

Historic District(s):

Zoning District(s): R-1C

Proposed Cost of the Project: \$ 0

Project Representative Information

 Name: ENAL CLAYBURN

☒ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone: 601-325-6648

Fax:

Email:

Mailing Address:

1924 EDWARDS ST HATTIESBURG, MS. 39401

 Name:

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone:

Fax:

Email:

Mailing Address:

Name:

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone:

Fax:

Email:

Mailing Address:



APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

Street Address HATTIESBURG City MS State 39401

on this the 9th day of August, 2022.

EARL R. CLAYBURN

Applicant (print)

Earl R. Clayburn

Applicant (signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

Earl R. Clayburn

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day
and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property
as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 9th day of August,
2022.

Jennifer A. Garraway
NOTARY PUBLIC

My Commission Expires:

May 9, 2026



PLANNING COMMISSION & BOARD OF ADJUSTMENT - PETITIONER REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: July 25 5:00 p.m. (End of business day)

Hattiesburg Planning Commission & Board of Adjustment Meeting Date: September 7th Time: 1:00 p.m.
(Always the first Wednesday of each month - you or your representative MUST attend)

There is a 10 day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Meeting Date- (you or your representative should attend): _____ Time: 4:00 p.m.

City Council Meeting (Vote) Date - (you or your representative may attend): _____ Time: 5:00 p.m.

There is an additional 10 day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30 day appeal period for Zoning or Street closing/ re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by City no final site plan review approvals or building permits could be issued prior to these dates.

If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

____ Site Diagram (11"x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed buildings, signs, parking areas, etc. (Different standard may be accepted only per approval from Staff)

____ Site & Design Review Committee, if needed.

____ Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required.)

____ Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to glowrey@hattiesburgms.com or planning@hattiesburgms.com.

X An affidavit (page 3 & 4) attesting that the applicant or representing party (if other than owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be separate document)

X A letter of approval/denial from all adjoining property owners must be obtained and submitted with application (Variance application only).

____ Other documents needed (per Planning Division).

____ Maps of Digital Billboard Removal Sites

____ Maps of Digital Billboard Replacement sites

____ Documentation on measurements

____ Other _____

____ Payment to the City of Hattiesburg for filing application in the amount of \$ 300.



**You may be responsible for posting a sign (prepared by Planning Division staff)
a minimum of fifteen (15) days prior to the hearing date.**

You will be responsible for maintaining the sign for the duration of the public hearing process.

Required Fees

All fees adopted by Ordinance Number 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) ----- \$ 175.00 per application and one
Variance request; plus \$50.00 for each additional variance request within same application

Street/Alley Naming or Re-Naming ----- \$300.00 per application, plus
\$100.00 per required street name sign if approved*

*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.

 Street/Alley Closing ----- \$300.00 per application

[Conditional] Use Permit ----- \$200.00 per application

Zoning Change ----- \$400.00 per application*
(*see PUD or PRD & zoning package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD), &
[Planned Mixed-Use District PMU] ----- \$400.00 per application
(*see PUD or PRD & zoning \package rate) Or (**see PUD or PRD & Subdivision of Land package)

Planned Unit Development (PUD) or Planned Residential Development (PRD) with
Zoning Change package* ----- \$600.00 per package application

Subdivision of Land (Preliminary Plats) ----- \$225.00 per application, plus
\$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)
Note: Final Plats should be submitted to the governing body for approval within 12 months
of approval of preliminary plats.

Planned Unit Development (PUD) or Planned Residential Development (PRD) with
Subdivision of Land package ** ----- \$500.00 per application, plus
\$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)

Change in Land Development Code Text ----- \$200.00 per application

Appeal Fees for Proponent or Opponent appeals to City Council --- \$50.00 per appeal
Exempt from fees – Established Neighborhood Associations

Cancellation / Re-notification fee on any public hearing process (Planning Commission or City Council)
that is tabled or cancelled at the owner/developer's request ----- \$50.00 (per each 100 mailing labels)

ALL ITEMS, EXCEPT SINGLE-FAMILY RESIDENTIAL SINGLE LOTS, MUST GO THROUGH SITE PLAN REVIEW PROCESS
UPON APPROVAL OF PUBLIC HEARING APPLICATIONS AND THE FOLLOWING ADDITIONAL FEES WILL APPLY:

Plan Review Fees:

Site Plan Review is required for all development, EXCEPT owner/occupied single-family residential, and those determined by the Building Official to be inapplicable. Note: The public hearing fees include one Concept Review for those actions that require Site Review:

New construction reviews, including billboards/LED signs – (includes initial submittal and 2 re-submittals) -----	\$200.00 for first acre, plus \$30.00 for each additional acre, or fraction thereof, of development
Expansion or renovation construction reviews (includes initial submittal and 2 re-submittals) -----	\$100.00 for first acre, plus \$30.00 for each additional acre, or fraction thereof, of development
Fourth and subsequent new, expansion or renovation Construction reviews --	\$ 50.00 each additional submittal
Expedient Process Lot Subdivision (up to 3 commercial lots) -----	\$150.00
Concept Review (general layout review only) -----	\$ 50.00
New use type(s) in existing building(s) -----	\$ 50.00

Make all checks payable to the City of Hattiesburg

THE NEED FOR A RECENTED PRESENTATION OF BUSINESS

PROPOSED NAME:

RECEIVED
MAR 08 2023

BY: N

INCLUDE ALL NAMES, ADDRESSES, CITY TAX PARCEL NUMBERS AND A LEGAL OPINION OR AFFIDAVIT ATTESTING TO THE SIGNATURES OF ALL OWNERS OF RECORD.

PLEASE PRINT OR TYPE

NAME	ADDRESS	PPIN # or TAX PARCEL #	APPROVE	DENY	SIGNATURE
David Sixelby Van Eers		6401	X		David Sixelby
EARL CLAYBURN	1924 EDWARDS ST	9667	X		Earl Clayburn
EARL CLAYBURN	1924 EDWARDS ST	9668	X		Earl Clayburn
EARL CLAYBURN	1924 EDWARDS ST	9669	X		Earl Clayburn
Dean Brengle	1930 Edwards St	6397			

Request to vacant all of the platted 20-foot-wide alley in Block 1 of the W. A. Collins Addition Subdivision located in the NW 1/4 of the SE 1/4 of Section 22, T-4-N, R-13-W, Forrest County, MS.

Request to vacant all of the platted 20-foot-wide alley in Block 1 of the W. A. Collins Addition Subdivision located in the NW 1/4 of the SE 1/4 of Section 22, T-4-N, R-13-W, Forrest County, MS.

Street or Alley Closing, Vacating, Naming or Renaming Information (3 pages)

1. Please indicate specific request(s): ☐ Street ☒ Alley
☒ Closing ☒ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be closed, vacated, named or re-named:

Unnamed North of Lurlyne Street, East of Edwards St.

3. Names of all intersecting or bounding streets and/or alleys:

Lurlyne Street

4. Tax Block(s) and Lot(s) involved in closing request:

PPINS 9669, 9668, 9667, 6401

5. Describe existing development on property adjacent to the street/alley (i.e.: type of land uses, number of occupied dwelling units, business, height of buildings, etc.) And surrounding property within 400 feet.

Type of Land Use of adjacent development	Number of each Type adjacent to development	Maximum height of buildings (stories)	Number of properties immediately affected by change	Number of additional properties within 400 feet
Businesses	0			
Residences	1			
Apartments	0			
Churches/Schools	0			

Any additional Information: _____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

NONE

6. Have applications for zoning, variance, building permit, or other applications been filed?
_____ Yes X No

If yes, provide reference numbers and dates: _____

7. X Acknowledgment of property owners adjacent to the street/alley renaming. Include all names and addresses and a legal opinion or affidavit attesting to the signatures of all owners of record. The affidavit must be sworn to before a notary public or other appropriate official.
(Sample form attached)

- O Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)
↳ City to provide

ATTACH SAMPLE STREET / ALLEY Acknowledgement of Affected residents/business
As PAGE 3



*** CERTIFIED COPY PAGE ***

FORREST COUNTY, MS
I LANCE C. REID, CHANCERY CLERK OF THE ABOVE NAMED
COUNTY, AND STATE, DO CERTIFY THAT THE FOREGO IS A TRUE AND
CORRECT COPY OF THE ORIGINAL AS APPEARS IN:
DEED - 1367 AT PAGE - 614 IN SAID COURT.
WITNESS MY HAND AND SEAL THIS Wednesday, May 26, 2021.

LANCE C. REID, CHANCERY CLERK



DEED

Bk:1367 Page:614-617

RCD: 05/26/2021 @11:37:16:AM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

Prepared By:

RCR Properties of Meridian LLC
8984 Massey Estate Drive
Meridian, MS 39305
Phone 601-513-2677

Remit To:

RCR Properties of Meridian LLC
8984 Massey Estate Drive
Meridian, MS 39305
Phone 601-513-2677

Indexing: COLLINS W A ADDITION (ANNEXED) S-T-R: 22-04N-13W

State of Mississippi
County of FORREST

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash paid, the sufficiency of which is hereby acknowledged, the undersigned,

**KALE Farms, LLC, a Mississippi Company
C/O RCR Properties of Meridian, LLC
8984 Massey Estates Drive
Meridian, MS 39305
601-513-2677**

Does hereby sell, release and quitclaim to:

**Earl R. Clayburn
1924 Edwards Street
Hattisburg, MS 39401
1-601-325-6648**

Any right, title and/or interest that it may hold, if any, as purchaser of the 2017 delinquent taxes the ensuring maturity and tax deed issuance, in and to the following described property lying and being situated in **FORREST** County, Mississippi, as described as follows:

**COLLINS W A ADDITION (ANNEXED) 50 FT OFF N END OF LOT 3 BLK 1 W A COLLINS ADD (B297 P320 12-30-66
B433-688-716 2/77 B570-304 5/86) S-T-R: 22-04N-13W
PREV #: 2250004, PARCEL NO:2-038P-22-059.00, PPIN:9669**

This conveyance made subject to all applicable restrictive covenants, easements and right-of-way that have been previously reserved.

Grantor is conveying its interest in the **2017 FORREST County, Mississippi** property tax and tax deed recorded, **Deed Book 1365 PAGE 106-107** it is the intention of Grantor to convey whether correctly described or not the property conveyed Grantor by tax deed of the records of the **Chancery Clerk of FORREST County**. Grantee is responsible for all other taxes and/or fees due **FORREST County** or any other entity.

This conveyance is made without warranty of title, neither expressed nor implied. All legal/maps descriptions are based on County Tax Assessors records and Seller does not warrant the accuracy of legal/map description. Grantor conveys only such title as is vested in said company by virtue of said deed.

WITNESS my signature this the 20 day of May, 2021.



KALE Farms, LLC

By Ryan Kennedy, Member

RCR Properties of Meridian LLC

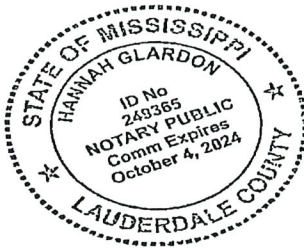
Pursuant Corporate Resolution Dated 09/22/2020

State of Mississippi
County of Lauderdale

This day personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named **Ryan Kennedy, a member of RCR Properties of Meridian LLC**, who acknowledged to me that in such capacity he signed and delivered the foregoing Quitclaim Deed for and on behalf of **KALE Farms, LLC**, having been first duly authorized to do so.

Given under my hand and seal on this 20 day of May, 2021


NOTARY PUBLIC



SPECIAL, LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that Alan Barnette, adult resident and citizen of Cape Girardeau County, Missouri, anticipate that a Special Limited Power of Attorney may be useful in certain circumstances, have made, constituted and appointed, and by these presents do hereby make, constitute and appoint:

RCR Properties of Meridian, LLC a Mississippi Company

**8984 MASSEY ESTATES DR
MERIDIAN MS 39305
PHONE# 601-737-4035**

as our attorney in fact, granting unto it full power to execute any and all documents deemed necessary, singly or jointly and the Grantors herein, do hereby authorize said true and lawful attorney to assist in the sale and contract for the sale of the following property owned by:

**KALE Farms, LLC a Mississippi Company
Clydesdale Farms, LLC a Mississippi Company
L & E Properties, LLC a Mississippi Company**



CHANCERY CLERK LAUDERDALE COUNTY, MS
I certify this instrument file /recorded
01/07/2021 10:14:37 AM - REC FEES \$26.00
Book: D 3066 Page:575-576
Inst. 2021000227 Page 1 of 2
Witness my hand and seal
CAROLYN MOONEY

and for the purpose and the purpose only, place and stead, and for my use and benefit, and as my act and deed, to do and execute, or to concur with persons jointly interested with me herein in the doing or executing of any and all acts including but not limited to the following act, deeds and thing, to wit:

To sell, convey, hypothecate, pledge, quitclaim or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal or encumbrance, of real property which is owned by the above named parties which was acquired by tax liens which have matured, real, personal or otherwise whatsoever or in any custody, possession, interest, or right therein, upon such terms as of my attorney shall be binding on myself and my heirs, legal and personal representative, and assigns whether the same shall have been done before or after my death, or other revocation of this instrument, unless and until reliable information or notice thereof shall have been received by my said attorney.

The Power of Attorney shall not be affected by the subsequent disability or incompetency of the principal.

Member, KALE Farms, LLC

**557 WINDWOOD LAKES DR
CAPE GIRARDEAU MO 63701
PHONE# 573-579-5906**

Member, Clydesdale Farms, LLC

**557 WINDWOOD LAKES DR
CAPE GIRARDEAU MO 63701
PHONE# 573-579-5906**

Member, L&E Properties, LLC

**557 WINDWOOD LAKES DR
CAPE GIRARDEAU MO 63701
PHONE# 573-579-5906**

STATE OF Mississippi
COUNTY OF Kemper

ON THIS, the 22 day of Sept, 2020, before me Alan Barnette, personally appeared known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in this instrument, and acknowledged that he executed the Limited General Power of Attorney.

My commission Expires:

Jan 23 2022



Notary Public

EXCLUSIVE RIGHT TO SELL CONTRACT
September 1, 2020

KALE Farms, LLC ("KALE"), Clydesdale Farms LLC ("Clydesdale") and L & E Properties LLC ("L&E") wish to engage RCR Properties of Meridian, LLC ("RCR") to market and sell all properties which KALE, Clydesdale and L&E have acquired by the maturity of tax liens in Mississippi with the date of maturity after August 1, 2020.

KALE, Clydesdale and L&E, acting by and through their authorized agents, grant RCR the authority to: enter into any and all agreements necessary to market and/or sell property acquired by KALE, Clydesdale or L&E, sign any and all agreements and/or contracts for the sale of such property, sign any and all conveyances, documents and deeds necessary to close the sale of subject properties, collect funds derived from the sale of subject properties and pay county and municipal ad valorem taxes on subject properties as is deemed appropriate.

RCR agrees to request counties and/or municipalities to pay KALE, Clydesdale and/or L&E any and all refunds and/or redemption payments which are due KALE, Clydesdale or L&E but have not been paid prior to the maturity date of the tax lien.

Should any property be of sufficient value that RCR expects the sale profit to exceed \$10,000, RCR will consult with KALE, Clydesdale or L&E before marketing said property.

RCR agrees to perform the work described above and agrees to pay KALE, Clydesdale or L&E the following amounts:

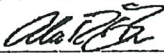
1. All amounts paid by KALE, Clydesdale, or L&E at tax sale;
2. half (1/2) the profit derived from the sale exceeding \$1,500;
3. one fourth (1/4) the profit derived from the sale less than \$1,500;
4. amount paid at the date from a sale derived from a subsequent maturity when possible

The payment to KALE, Clydesdale or L&E will be made by RCR after the receipt of the final payment for the property and issuance of the tax deed and prepared QCD. RCR will provide KALE, Clydesdale or L&E with a report showing sale price and all related base costs in the property including but not limited to all other taxes and or fees which RCR has paid as part of the sale agreement. KALE, Clydesdale or L&E agree to execute all documents as is necessary to legally authorize RCR to act as described above.

Third parties without actual notice may rely upon the legally signed documents granting RCR to act on Companies behalf; and may be satisfied that legal documents shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

This agreement is for the sale of aforementioned properties located within Counties in Mississippi which matured to Kale, Clydesdale or L&E.

Any party may terminate this agreement with ninety (90) days written notice.



Member, KALE Farms, LLC



Member, Clydesdale Farms, LLC



Member, L&E Properties, LLC



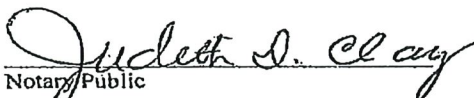
Member, RCR Properties of Meridian, LLC

STATE OF Mississippi
COUNTY OF Kemper

ON THIS, the 22 day of Sept, 2020, before me Alan Barnett and Christopher Ryan Kennedy personally appeared known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed in this instrument, and acknowledged that he executed the Exclusive Right to Sell Contract.

My commission Expires:
Jan 23, 2022





Notary Public



CERTIFIED COPY PAGE

FORREST COUNTY, MS;
I LANCE C. REID, CHANCERY CLERK OF THE ABOVE NAMED
COUNTY, AND STATE, DO CERTIFY THAT THE FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL AS APPEARS IN:
DEED - 1405 AT PAGE - 724 IN SAID COURT.
WITNESS MY HAND AND SEAL THIS Tuesday, October 4, 2022.

LANCE C. REID, CHANCERY CLERK



DEED

Bk:1405 Page:724-725

RCD: 10/04/2022 @10:32:41:AM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

Prepared by:
Joseph H. Van Every
MS. Bar No. 106248
P. O. Box 761
Columbus, MS 39703
662-327-4065

INDEXING INSTRUCTIONS: Part of the NW/4 of the SE/4 of Section 22, Township 4 North, Range 13 West

QUITCLAIM DEED

STATE OF MISSISSIPPI COUNTY OF FORREST

KNOW ALL MEN BY THESE PRESENTS, That:

STAMP HOUSE HOLDINGS, LLC, P. O. BOX 229, COLUMBUS, MS 39703, 662-386-7028, hereinafter called Grantor, for a consideration of the sum of Ten Dollars, and other valuable considerations paid by **Earl R. Clayburn and Patricia Ann Clayburn, husband and wife, 1924 Edwards Street, Hattiesburg, MS 39401, 662-582-2550,** receipt of which is hereby acknowledged, does hereby grant, sell convey and quitclaim unto **Earl R. Clayburn, and Patricia Ann Clayburn, an estate by the entirety,** hereinafter called Grantees, all of its interest in the following described real property lying and being situated in the City of Hattiesburg, Forrest County, Mississippi, further described, to-wit:

A part of the Northwest Quarter of the Southeast Quarter of Section 22, Township 4 North, Range 13 West, Forrest County, Mississippi, described as follows to-wit: Beginning at the Northeast corner of Lot 1, Block 1 of the W. A. Collins Survey, and run thence North 50 feet, run thence West 150 feet, run thence South 50 feet, and run thence East 150 feet to the point of beginning, being situated in the Northwest Quarter of the Southeast Quarter of Section 22, Township 4 North, Range 13 West, Forrest County, Mississippi.

This parcel of land herein conveyed is further identified as Parcel Number 2-038P-22-061.00 by the Forrest County Tax Assessor/Collector, and is located at 1922 Edwards Street, Hattiesburg, Mississippi. It is the intent of the Grantor to convey all its interest in this property whether correctly described herein or not.

The Grantee herein assumes any and all taxes due or to become due on the above described property.

WITNESS the signature of the Grantor this 29th day of September A.D. 2022.

Grantor: Stamp House Holdings, LLC

By:

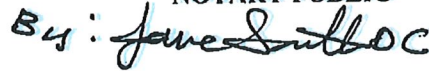

David Shelby Van Every, Jr., Managing Member

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 29th day of September, 2022, within my jurisdiction, the within named David Shelby Van Every, Jr., who acknowledged to me that he is a managing member of Stamp House Holdings, LLC, a member-managed limited liability company, and that as a managing member of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

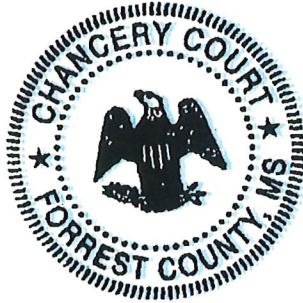
My Commission Expires January 2, 2024


NOTARY PUBLIC

By: 

My commission expires: _____.

This deed was prepared without a title examination.



68
2.5 ACc

69
3.49 AC

170'	16	215'	1	<u>70</u>	148'
	15	192'	2		149.8'
	14	181'	3	<u>71</u>	74'
	13		4	<u>72</u>	75'
	12	169'	5		75'
	11	156'	6		150'
<u>74</u>	10		7	<u>73</u>	
	9	154'	8	<u>73.01</u>	
195'					

DERSON 5010

78
2.28 AC

Added on file

97
2.22 AC

67
1 AC
METHODIST CHURCH

48
2 AC

65
115'
210'

66
95'

64
200'

49
2.4 ACc

63
210'
137.1'

62
96.5'

61
50'

60
100.7'
154.6'

162.6'

59
50'

58
100'

4 5 6 7 8
57 56 1
100' 100' 100'

LURLYNE STREET

167.2'	1
<u>82</u>	2
154.2'	3
<u>81</u>	4
<u>80</u>	5
<u>79</u>	6
50.1'	

100'	100'	100'	100'	100'	100'
<u>83</u>	<u>84</u> <u>2</u>	<u>85</u>	23	7	96
22	21	20	19	18	12
9	10	11	92	94	50'
50'	100'	100'	100'	100'	50'

COLLINS STREET

131.6'	1	119'	8	9
<u>118</u>	2	119'	7	9
5.5'		119'	6	9

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
May 3rd, 2023**

Board Members Roll Call:

Members Present:

1. Mark Miller (Chair)
2. Amy Hinton (Vice Chair)
3. Rebekah Ray
4. Rhoda Pickett
5. Dick Conville
6. Carlos Wilson
7. Jeff Keyseear (Online)
8. Charles Dawe (Online)

Members Absent

1. Michael Dickerson
2. Elayne Lockett
3. Luke McNair

Staff Present:

1. Nathan Satcher, Planner II
2. Wiley Quinn, Director of Urban Development
3. Jim Gladden, Esq.
4. Kevin Bates, Building Official
5. Cory Long, AICP, Planning Manager
6. Andrea Garcia, Planner I

Mark Miller, Chair, declared the Hattiesburg Planning Commission meeting open and in session at 1:00 p.m.

AGENDA REVIEW

There came the matter of the April 2023 Agenda. Commissioner Ray made a motion to accept the agenda, seconded by Commissioner Wilson. All members present were in favor.

Motion:

Made by Rebekah Ray

Second:

Made by Carlos Wilson

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

MINUTES REVIEW

The minutes were reviewed. Rebekah Ray noted a spelling error in one of the commissioner's names and included the correction as part of the motion. The motion was seconded by Commissioner Hinton. All members present were in favor.

Motion:

Made by Rebekah Ray

Second:

Made by Amy Hinton.

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

BUSINESS MEETING

1. Building Report
2. Planning Report
3. Chair's Report

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for April 2023. He shared there was an increase in residential building permits compared to the previous month, half of

those were roofing permits. Commercial building permits increased as well. Overall, single-family residential building permits increased by 200 compared to last year.

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Planner. He shared that the request to rezone a property on Mamie St was tabled by City Council. Commissioner Conville asked if the decision on 1601 Hardy St was appealed. Mr. Satcher replied that this was approved under certain conditions. Planning Manager Long mentioned that there was an upcoming commissioner training on May 19th. He also shared that subdivision regulations will be addressed.

CHAIR'S REPORT

There came the matter of the Chair's Report. Chair Miller thanked the commissioners for their continued work.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

A petition has been filed by Earl Clayburn, owner, as required in the Land Development Code, Ord. No. 3209, to close and vacate an undeveloped alley, which is located north of Lurlyne Street and East of Edwards Street between 1924 Edwards Street and 9 Lurlyne Street (Forrest County, Ward 5).

Comments:

The planning staff introduced the request. Commissioner Hinton asked if there were some plans for development once the alley is closed, however, no plans were made at the moment. Chair Miller asked about the surrounding parcels. Mr. Satcher replied that the owner contacted the surrounding property owners for their approval on this process. No more comments were made to the staff. Chair Miller opened the public hearing. The owner Earl Clayburn came to speak on behalf of the proposal. No opponents were present and the public hearing was closed for this case.

Presented by:

Earl Clayburn

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Conville

Second:

Made by Vice Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Item B:

A petition has been filed by Gerry & Jennifer Mallory representative for Jimmie Jones, owner, as required in the Land Development Code, Ord. No. 3209, to request a conditional use for “Lodging – bed and breakfast inn” in an R-1A Zone (Residential District) for a property located at 416 Bay Street, (Parcel No. 2-029P-10-286.00; PPIN 19204, Forrest County, Ward 4).

Comments:

Staff noted the applicant was unable to attend the hearing and had requested the item be presented at the June Planning Commission Hearing. Commissioner Conville made a motion to table the request to the next Planning Commission Hearing.

Motion:

Made by Commissioner Conville

Second:

Made by Vice Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		

Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Item C:

A petition has been filed by Hunter Andrews representative for Graham Development, LLC, owner, as required in the Land Development Code, Ord. No. 3209, to request a Major Subdivision in a B-5 Zone (Regional Business District) for a property located at Lamar Boulevard and Highway 98, (Parcel No. 052Q-10-044.000, 052Q-10-044.002, 055B-15-001.000; PPIN 24497, 37027, 12113 Lamar County, Ward 3).

Comments:

The planning staff introduced the case. The objective of the request was to request preliminary plat approval for a major subdivision, as well as the construction of a road located near U.S Hwy 98 and Lamar Boulevard. Comments were made by the planning staff. A question was raised by Chair Miller about whether the road was built under the correct standards, Planning Manager Long stated that this road had the minimum requirements according to the Land Development Code. Commissioner Conville inquired about the street trees, and Mr. Long answered that the list of native species was being considered for this purpose. Commissioner Pickett asked if the new road had a center turn lane, Mr. Long stated that there were located in U.S Hwy 98 (right in and right out).

Then Chair Miller opened the public hearing portion of the meeting. Representative Billy Andrews (Attorney) came to speak on behalf of the project. He stated that the process began in June 2021, with an initial proposal for a minor subdivision; however, the idea changed over time and it is now being considered as a major subdivision. According to him, this project had been administratively approved by the City's Engineering Department. Commissioner Ray asked if any feedback had been received and representative Andrews replied that no feedback or complaints had been received. Commissioner Conville questioned the Conceptual Master Plan shown on the presentation, and expressed his concerns about the areas destined for stormwater retention. Mr. Andrews explained that such plan was just a concept and each owner will be responsible for their own stormwater retention areas.

Commissioner Hinton asked about the location of the Starbucks building. She expressed her concerns about the current situation with this business in Midtown, and asked if the part of Hwy 98 will face the same traffic issues. Mr. Satcher stated that this Starbucks location will not create the same problem seen in midtown area. Then, Hunter Andrews (Engineer) joined to the public hearing. Commissioner Conville expressed his concerns regarding the conceptual plan, which displays 10 turn lanes for entering the different businesses, and considered that even though the plan was conceptual, this situation will become real overtime. Mr. Andrews stated

that the only turn lanes approved were located on Lamar Blvd and U.S Hwy 98. In order to prevent traffic issues in this area, Commissioner Conville explained that the whole picture must be considered. Mr. Satcher responded that these intersections will need to meet the design standards and requirements in the LDC that will help mitigate these issues.

Then Chair Miller closed the public hearing. Commissioner Keysear asked the staff if there were any traffic studies in the Lamar Blvd intersection. Mr. Satcher replied that no studies were available but perhaps MDOT had information regarding the traffic flow in that intersection. Vice Chair Hinton suggested a traffic study for this location. Mr. Andrews questioned the reliability of the study (if performed) since it is still unknown what types of business will be present in this area and the changes in traffic flow that these may create. Commissioner Pickett asked if the interior of the road could be widened to address possible traffic problems on the turn lanes. Mr. Andrew replied that this road is not supposed to allow high speed and is designed according to the LDC standards. According to Mr. Long, the Planning Commission might have been able to influence the design of this subdivision if the meeting had been held before construction began. However, every single development to be made in this major subdivision will have to be approved by the Planning Commission.

Commissioner Keysear made the motion to approve with the recommendation that a traffic study will be performed for the Lamar Blvd intersection. Mr. Satcher stated that additional traffic studies should be completed before the final plat is approved. Commissioner Conville seconded this motion but suggested additional traffic studies in the future as new businesses establish in the area.

Presented by:

Mr. Billy Andrews (Attorney) and Hunter Andrews (Engineer)

Proponents:

2. Hunter Andrews (Engineer)

Opponents:

3. None

Motion:

Made by Commissioner Keysear

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keysear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		

Rhoda Pickett		X	
Carlos Wilson	X		

Item D:

A petition has been filed by Constance Burnside representative for Bengie Leatherwood, owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification from an A-1 Zone (Agricultural District) to an A-2 (Agricultural Residential District) for a property located at 496 N. Hattiesburg Avenue, (Parcel No. 2-042D-26-104.00; PPIN 6760, Forrest County, Ward 5).

Comments:

The planning staff introduced the case. Comments were made by the planning staff Commissioner Hinton asked under what circumstances an A-1 parcel could be surrounded by several residential zones. In Mr. Satcher's opinion, the current location may have been considered low-density and designated as an agricultural zone by the City when they established zones for this area. Vice Chair Hinton asked if this situation could be resolved with a variance instead of rezoning. Mr. Long said that this is not allowed through conditional use and variance would change the density of this zone with no real hardship. Rezoning was the least invasive approach. Chair Miller mentioned that if this could be managed through a variance, everyone else would like to do this as well. Then Chair Miller opened the public hearing; the applicant Constance Burnside came to speak in behalf of this proposal.

Vice Chair Hinton asked the applicant if she would have access to all the utilities once she gets the necessary permits. Chair Miller closed the public hearing portion. Commissioner Dowe expressed his concern about facilitating mobile homes. Commissioner Hinton mentioned that this situation should not be looked as facilitating mobile homes. Everything around this location is residential (high density) and the transition from A-1 to A-2 is not a problem since the character of the neighborhood is changing. Additionally, mobile homes are only allowed in agricultural zones. Vice Chair Hinton made the motion to approve based on changes of the surrounding area of the neighborhood. Dr Miller seconded this motion as well as Commissioner Wilson.

Presented by:

Constance Burnside, Applicant

Proponents:

2. None

Opponents:

4. None

Motion:

Made by Vice Chair Hinton

Second:

Made by Mark Miller (Chair) and Commissioner Wilson

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

BUSINESS MEETING

No items were presented in the business meeting.

Adjournment:

The meeting was adjourned at 3:15 p.m.

Motion:

Made by Vice Chair Hinton

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Mark Miller, Chair

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cory Long, Planning Administrator, Nathan Satcher, Planner II
cc: Ann Jones
Date: Tuesday, May 16, 2023
Re: Adopt an Ordinance changing the zoning of a parcel located on 496 N Hattiesburg Ave (PPIN 6750, Forresty County, Ward 5) from A-1 to A-2, as requested by Constance Burnside, representative, and Bengine Leatherwood, owner. Planning Commission recommending approving on May 3rd, 2023.
File Number: 2023-324
Minute Book #

Summary

Recommendation Statement

Please place this on the May 16, 2023 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 APPROXIMATELY 496 N.
HATTIESBURG AVENUE (PARCEL NO. 2-042D-26-104.00; PPIN 6760, FORREST
COUNTY, WARD 5) FROM SECTION 4.5.1 A-1 (AGRICULTURAL DISTRICT) TO
SECTION 5.4.2 A-2 (AGRICULTURAL 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 Approve 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 rezoning.

The following described land and property situated in Forrest County, Mississippi, to wit:

The South Half (S1/2) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE ¼)
of the Northwest Quarter (NW1/4) of Section 26, Township 4 North, Range 13 West,
Forrest County, Mississippi. PPIN # 6760

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., 2023.

(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., 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

HPC May 2023: Item D
Constance Burnside, Applicant, and Bengie Leatherwood, Owner
Request for: **Zoning Change From A-1 to A-2**



**Planning Commission
Case Fact Sheet**

Name of Petitioners: Constance Burnside, Applicant, and Bengie Leatherwood, Owner.

Address of Property:	Tax Parcel	PPIN:	Ward:
496 N Hattiesburg Ave	2-042D-26-104.00	6760	5

Request: **Zoning Change of one parcel from A-1 to A-2**

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 Zoning Districts Established

4.5.1 A-1 Agricultural District: The purpose of the A-1 Agricultural District is to permit agricultural uses and low-density residential development. This district is consistent with the Rural Residential / Agricultural District in the Comprehensive Plan. The district is intended to encourage and protect rural uses from urbanization until such is warranted and the appropriate change in district classification is made.

4.5.2 A-2 Agricultural Residential District: The purpose of the A-2 Agricultural District is to permit low density single-family residential development along with restrictive agricultural uses. This district is consistent with the Rural Residential / Agricultural District in the Comprehensive Plan. The district is intended to encourage and protect large lots, open space and low-density population.

HPC May 2023: Item D
 Constance Burnside, Applicant, and Bengie Leatherwood, Owner
 Request for: **Zoning Change From A-1 to A-2**

SECTION 5

Use Regulations

Table 5.1 Table of Uses																	
Use		Additional Use Conditions Cross Reference															
		Agricultural		Residential				Business				Industrial					
■	Permitted	A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1	B-2	B-3	B-4	B-5	I-1	I-2		
□	Permitted with conditions																
◆	Conditional Use																
×	Not Permitted																
Dwelling, manufactured (mobile) home		□	□	×	×	×	×	×	×	×	×	×	×	×	×	5.4.19	

Present Zoning: The parcel is currently zoned A-1

Present Use: Occupied Residential Structure

Future Land Use: Neighborhood Conservation District 2

Surrounding Zoning and Land Use:

North: A-1 Agricultural District
 South: R-1C Single Family Residential District
 East: A-1 Agricultural District
 West: R-1C Single-Family Residential District

Letters or Concerns stated:

The Planning Division Office has not received any letters or other written communications relative to this case as of April 24th, 2023.

History / Background:

The applicant purchased a mobile home to be placed on their property located at 496 N Hattiesburg Ave. The applicant worked with a mobile home dealer to have a mobile home placed on the lot, where after placing the mobile on the lot, the applicant then became aware of the regulations for the A-1 zoning district and permitting process.

The lot, currently zoned A-1, is approximately 4.6 acres in size. The lot currently already has a single-family dwelling on the property, where A-2 zoning does not allow for multiple single-family dwellings to be located. Agricultural zoning, does however, allow for the placement of mobile homes, so long as they meet the basic minimum requirements of our code. The applicant is seeking a rezone of the property to A-2 so they can split the lot to create two legal conforming lots. A-2 zoning requires a minimum of 1 acre lots, where A-1 requires 3 acres. If approved, the applicant would then be required to subdivide the property before the city could approve the mobile home on the lot. The subdivision of the property would be considered a minor subdivision and is a staff-level approval.

Option: **Basis for approval (Zoning Change):**

HPC May 2023: Item D

Constance Burnside, Applicant, and Bengie Leatherwood, Owner

Request for: **Zoning Change From A-1 to A-2**

- 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

SUBJECT PARCEL:

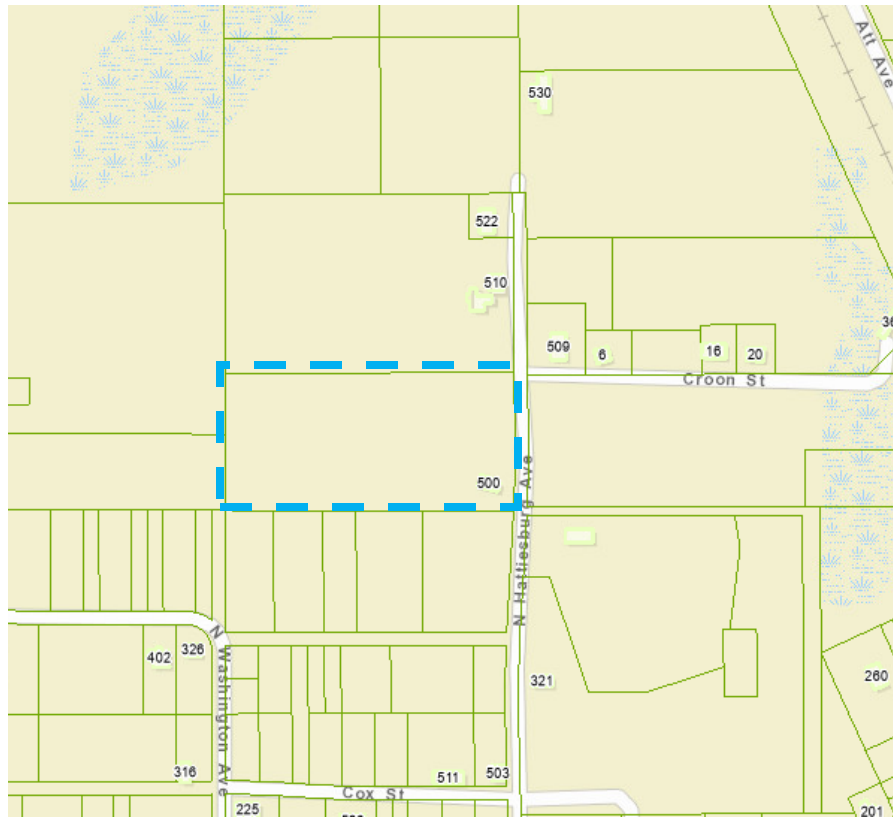
496 N Hattiesburg Ave

Constance Burnside, applicant, and Bengie
Leatherwood, owner.

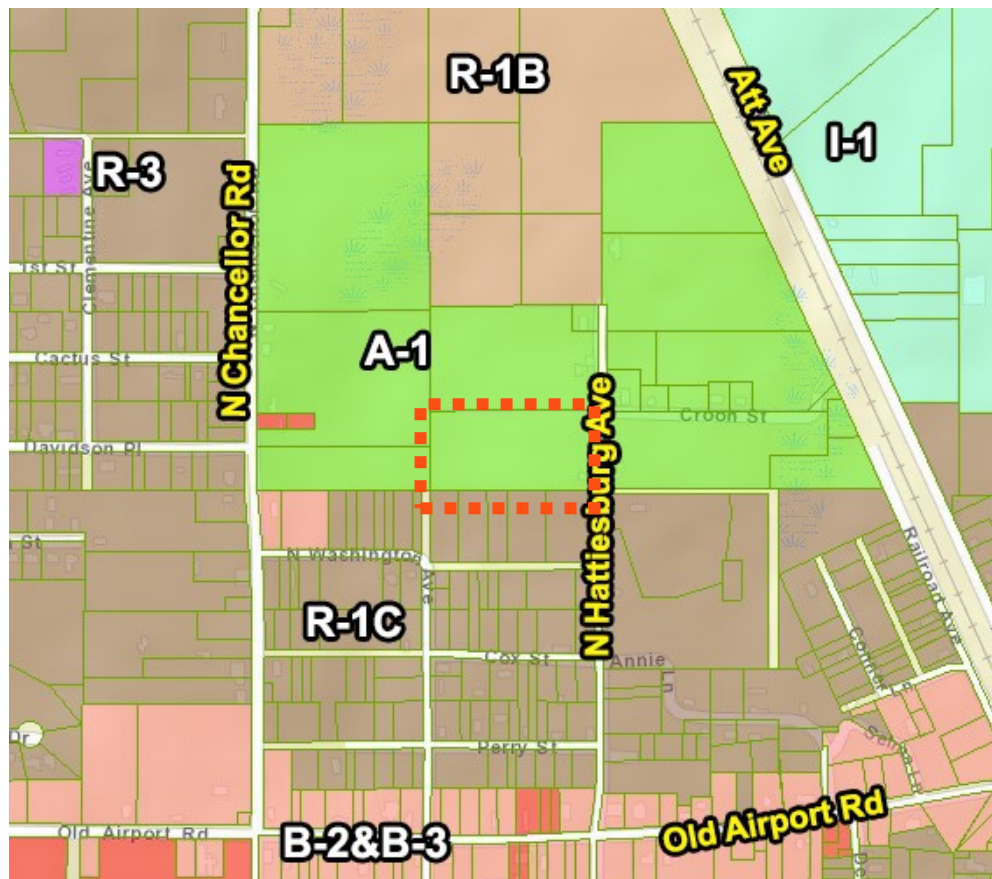
The petitioners request to change zoning classification of 496 N Hattiesburg Ave from A-1 (Agricultural District) to A-2 (Agricultural Residential District). PPIN: 6760, Parcel: 2-042D-26-104.00 (Forrest County, Ward 5).



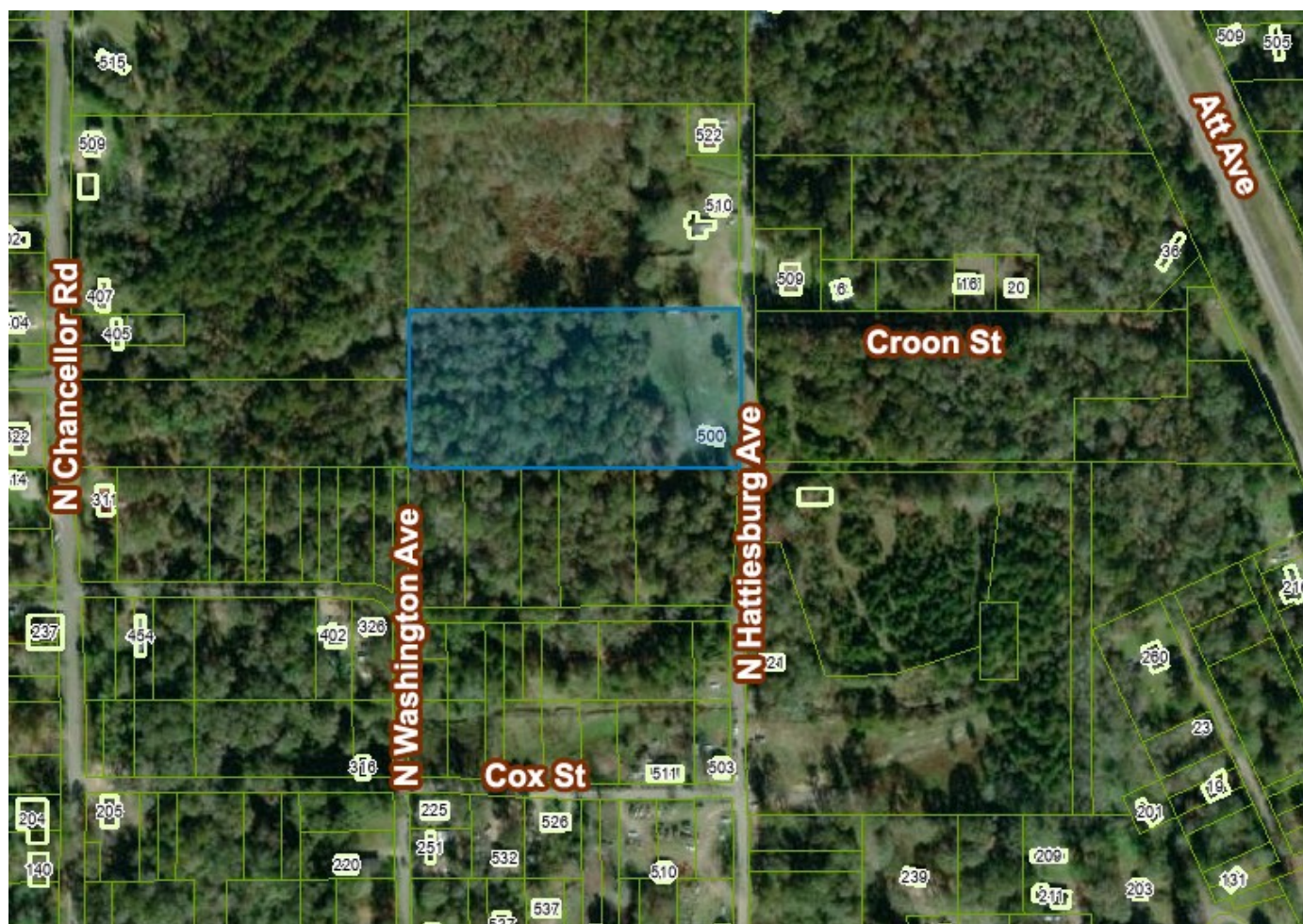
Vicinity Map—Ward 5



Surrounding Zoning



Site Aerial



Surrounding Area

Northern and Southern Directions: A-1 (Agricultural District) and R-1C (Single Family Residential District, undeveloped)



N Hattiesburg Ave and Croon St intersection (A-1)

Eastern and Western Directions: A-1 (Agricultural District) and R-1C (Single Family Residential District)



Mobile home placed on same lot the applicant proposes to rezone and subdivide lot





DEED

Bk:1326 Page:108-109

RCD: 11/15/2019 @11:13:42:AM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared By & Return To:
HL&C-Palmers Crossing, LLC
P. O Box 1
Picayune, MS 39466
(601) 749-3400

INDEX: SE 1/4 OF NW 1/4, Section 26, Township 4 North, Range 13W PPIN# 6760

State of Mississippi

County of Forrest

QUITCLAIM DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **HL&C-Palmers Crossing, LLC**, P.O. Box 1 Picayune, MS 39466, 601-749-3400, a Mississippi Limited Liability Company, do hereby quit claim and release unto, **Bengie Leatherwood and Stacey Leatherwood**, 512 N Hattiesburg Ave, MS 39401, 601-408-2734, as joint tenants with full rights of survivorship in either survivor and not as tenants in common, the following described land and property situated in Forrest County, Mississippi, to wit:

The South Half (S1/2) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 26, Township 4 North, Range 13 West, Forrest County, Mississippi. PPIN# 6760

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

This conveyance is made subject to any and all reservations, restrictions, easements, exceptions, covenants and conditions of record, including any mineral, oil or gas reservations and any covenants or restrictions of record.

WITNESS my signature upon this, the 14th day of November, A.D., 2019.

HL&C-Palmers Crossing, LLC



MARK A. GIBSON, Manager

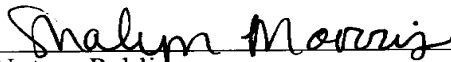
State of Mississippi

County of Pearl River

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named, **Mark A. Gibson**, who acknowledged that he is **Managing Member** of **HL&C-Palmers Crossing LLC, a Mississippi Limited Liability Company** and that for and on behalf of the said Limited Liability Company, and as its act and deed he signed, delivered, and executed the above and foregoing instrument of writing on the day and year therein mentioned, after first having been duly authorized so to do.

GIVEN under my hand and seal of office this the 14th day of November, A.D., 2019.





Notary Public

FORREST COUNTY, MS JIMMY C. HAYARD
I CERTIFY THIS INSTRUMENT WAS FILED ON 11/15/2019 11:13:42 AM AND RECORDED IN DEED BOOK 1326 PAGE: Pages 108 - 109

PLEASE TYPE OR PRINT APPLICATION

Date: 4/3/23 Click here to enter a date.

PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898

Department of Urban Development
(601) 545-4594 or 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:

Application for (check all appropriate types):

- ☐ Variance (details below) ☐ Use Permit (details below) ☒ Re-Zoning (details below)
☐ Subdividing of Lot, Parcel or Tract ☐ Overlay District
☐ Street or Alley Renaming ☐ Vacating Street or Alley
☐ Planned Unit Development ☒ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign ☐ Setback (front, side or rear _____) ☐ Off-site Parking
☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space
☐ Other _____

Land Development Code/Article No.

Section

Article No.

Section

Article No.

Section

Staff
Information –
do not complete

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

- ☐ Auto Sales ☐ Barber/Beauty Shop ☐ Care Center (type _____)
☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Junk Yard
☐ Restaurant ☐ Telecommunications ☐ Other _____

Land Development Code/Article No.

Section

Staff
Information

FOR RE-ZONING ONLY:

Existing Zoning:

Proposed Zoning:

Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

Note: A pre-application submittal must contain a completed Site Plan Pre-Application form and a concept plan drawn to scale.

Pre-Application Date: [Click here to enter a date.](#) Planner: [Click here to enter a name.](#)

Today's Date: [Click here to enter a date.](#)

Project Name:

Proposed Use(s):

Project Street Address:

4916 N. Hattiesburg Ave. Hattiesburg, MS 39401

PPIN Number(s) (If unknown, can be found on tax receipt):

Parcel Number(s):

Flood Zone(s):

Historic District(s):

Zoning District(s):

Proposed Cost of the Project: \$

Project Representative Information

Project Representative and Title: ☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐

Architect ☐ Engineer ☐ Other (Specify):

Name:

Company Name:

Phone:

Fax:

Email:

Mailing Address:

Name:

Bergie Leatherwood

☐ Applicant ☒ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify):

Phone:

601 408-2734

Fax:

Email:

Mailing Address:

512 N. Hattiesburg Ave. Hattiesburg, MS 39401

Name:

Constance Burnsfield

☒ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer ☐ Other (Specify):

Phone:

601 408-4773

Fax:

Email:

cb2021985@gmail.com

Mailing Address:

124 Millpond Dr. Hattiesburg, MS 39401

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

496 N. Hattiesburg Ave. Hattiesburg MS
Street Address City State

on this the 4th day of April, 2023.

Constance Burnside
Applicant

Applicant

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named

Constance Burnside

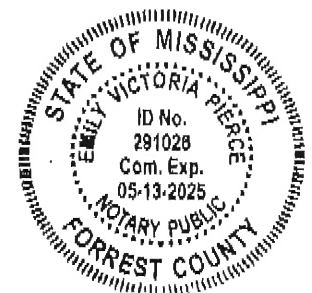
who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 4th day of April,
2023.

[Signature]
NOTARY PUBLIC

My Commission Expires:

5-13-2025



THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at

446 N. Hattiesburg Ave Hattiesburg MS
Street Address City State

on this the 4 day of April, 2023.

In the matter of this request, the property owner further authorizes the following named person to represent them at the public hearing on this petition.

Bongie Leatherwood & Constance Burnsicle

on this the 4 day of April, 2023.

Bongie Leatherwood
Property Owner

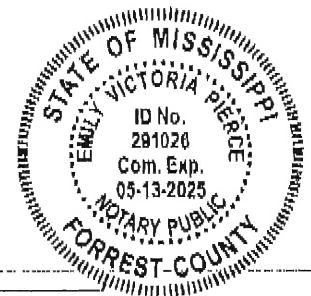
Property Owner

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

Bongie Leatherwood



who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 4th day of April, 2023.

[Signature]

NOTARY PUBLIC

My Commission Expires: 5.13.2025

PLANNING COMMISSION - PETITIONER REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: _____ 12:00 p.m. (NOON)

Hattiesburg Planning Commission Meeting Date: _____ Time: 1:00 p.m.
(Always the first Wednesday of each month - you or your representative MUST attend)

There is a 10 day appeal period, required by State Law, between the Planning Commission Meeting and the City Council Meeting – appeals must be filed within this 10-day period which ends: _____

Council Agenda Review Meeting Date- you or your representative should attend): _____ Time: 4:00 p.m.
City Council Meeting (Vote) Date.- you or your representative May attend): _____ Time: 5:00 p.m.

There is an additional 10 day appeal period, required by State Law, after City Council Meeting, for all Variances and Use Permit upon Review which ends _____ and a 30 day appeal period for Zoning or Street closing/ re-naming, PRD's, PUDs which ends _____. So, if approved by City no final site plan review approvals or building permits could be issued prior to these dates.

If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

_____ Site Diagram (11"x 17" minimum size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed buildings, signs, parking areas, etc. (See site diagram example included with this application.)

_____ Site Plan Review Committee, if needed.

_____ Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only will also be required.)

_____ Electronic copy of legal description ONLY, saved as Word or WordPerfect document OR emailed to gmaddox@hattiesburgms.com.

_____ An affidavit attesting that the applicant or representing party (if other than owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be separate document)

_____ A letter of approval/denial from all adjoining property owners must be obtained and submitted with application (Variance application only).

_____ Other documents needed (per Planning Administrator).

_____ Maps of Digital Billboard Removal Sites

_____ Maps of Digital Billboard Replacement sites

_____ Documentation on measurements

_____ Other _____

_____ Payment to the City of Hattiesburg for filing application in the amount of \$ _____.

**You will be responsible for posting a sign (prepared by Urban Development Staff)
a minimum of fifteen (15) days prior to the hearing date, and
for maintaining it for the duration of the public hearing process.**

Required Fees

All fees adopted by Ordinance Number 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) ----- \$ 175.00 per application and one
Variance request; plus \$50.00 for each additional variance request within same application

Street/Alley Naming or Re-Naming ----- \$300.00 per application, plus
\$100.00 per required street name sign if approved*

*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.

Street/Alley Closing ----- \$300.00 per application

Use Permit on Review ----- \$200.00 per application

Zoning Change ----- \$400.00 per application*
(*see PUD or PRD & zoning package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD) ----- \$400.00 per application
(*see PUD or PRD & zoning \package rate) Or (**see PUD or PRD & Subdivision of Land package)

Planned Unit Development (PUD) or Planned Residential Development (PRD) with
Zoning Change package* ----- \$600.00 per package application

Subdivision of Land (Preliminary Plats) ----- \$225.00 per application, plus
\$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)

Note: Final Plats must be submitted to the governing body for approval within 12 months
of approval of preliminary plats, in accordance with Section 109.6 of the Land Development Code.

Planned Unit Development (PUD) or Planned Residential Development (PRD) with
Subdivision of Land package ** ----- \$500.00 per application, plus
----- \$10.00 for each created lot- (**see PUD or PRD & Subdivision of Land package rate)-----

Change in Land Development Code Text ----- \$200.00 per application

Appeal Fees for Proponent or Opponent appeals to City Council --- \$50.00 per appeal
Exempt from fees – Established Neighborhood Associations

Cancellation / Re-notification fee on any public hearing process (Planning Commission or City Council)
that is tabled or cancelled at the owner/developer's request ----- \$50.00 (per each 100 mailing labels)

**ALL ITEMS, EXCEPT SINGLE-FAMILY RESIDENTIAL SINGLE LOTS, MUST GO THROUGH SITE PLAN REVIEW PROCESS
UPON APPROVAL OF PUBLIC HEARING APPLICATIONS AND THE FOLLOWING ADDITIONAL FEES WILL APPLY:**

Plan Review Fees:

Site Plan Review is required for all development, EXCEPT owner/occupied single-family residential, and those determined by the Building Official to be un-applicable. Note: The public hearing fees include one Concept Review for those actions that require Site Review:

New construction reviews, including billboards/LED signs –
(includes initial submittal and 2 re-submittals) ----- \$200.00 for first acre, plus
\$30.00 for each additional acre, or fraction thereof, of development

Expansion or renovation construction reviews
(Includes initial submittal and 2 re-submittals) ----- \$100.00 for first acre, plus
\$30.00 for each additional acre, or fraction thereof, of development

Fourth and subsequent new, expansion or renovation Construction reviews --
\$ 50.00 each additional submittal

Expedient Process Lot Subdivision (up to 3 commercial lots) ----- \$150.00

Concept Review (general layout review only) ----- \$ 50.00

New use type(s) in existing building(s) ----- \$ 50.00

Make all checks payable to the City of Hattiesburg

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 mistake in the original zoning.
- B. The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning.
- C. Annexation

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

The area has 5 acres and we would like to put a mobile home on the property. The area has changed and we need for it to be rezoned to accomadate multiple homes on the property.

**ST. MICHAEL'S
URGENT CARE**
(OF HATTIESBURG)

3700 Hardy Street Suite 10
Hattiesburg, MS 39401
Phone: 601-602-2014
Fax: 601-602-2015

FAX

To: Corey Long Company City of Hattiesburg

From: Constance Buenside Date: 4/4/2023

Time: 3:16 am/pm (pm) No. of Pages 8

Fax: (601) 545 - 1962 Phone: () - -

Re: Public Hearing Application

Urgent

For Your Records Per Request Please Reply

Confidentiality Notice: The document(s) accompanying this fax may contain confidential information, which is legally privileged. The information is only for the use of the intended recipient named above. If you are not the intended recipient, you are hereby notified that on any disclosure, copying, or distribution of the contents of this please notify St. Michael's Urgent Care immediately by telephone to arrange for the return on the original fax documents to us. Thank you

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
May 3rd, 2023**

Board Members Roll Call:

Members Present:

1. Mark Miller (Chair)
2. Amy Hinton (Vice Chair)
3. Rebekah Ray
4. Rhoda Pickett
5. Dick Conville
6. Carlos Wilson
7. Jeff Keyseear (Online)
8. Charles Dawe (Online)

Members Absent

1. Michael Dickerson
2. Elayne Lockett
3. Luke McNair

Staff Present:

1. Nathan Satcher, Planner II
2. Wiley Quinn, Director of Urban Development
3. Jim Gladden, Esq.
4. Kevin Bates, Building Official
5. Cory Long, AICP, Planning Manager
6. Andrea Garcia, Planner I

Mark Miller, Chair, declared the Hattiesburg Planning Commission meeting open and in session at 1:00 p.m.

AGENDA REVIEW

There came the matter of the April 2023 Agenda. Commissioner Ray made a motion to accept the agenda, seconded by Commissioner Wilson. All members present were in favor.

Motion:

Made by Rebekah Ray

Second:

Made by Carlos Wilson

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

MINUTES REVIEW

The minutes were reviewed. Rebekah Ray noted a spelling error in one of the commissioner's names and included the correction as part of the motion. The motion was seconded by Commissioner Hinton. All members present were in favor.

Motion:

Made by Rebekah Ray

Second:

Made by Amy Hinton.

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

BUSINESS MEETING

1. Building Report
2. Planning Report
3. Chair's Report

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for April 2023. He shared there was an increase in residential building permits compared to the previous month, half of

those were roofing permits. Commercial building permits increased as well. Overall, single-family residential building permits increased by 200 compared to last year.

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Planner. He shared that the request to rezone a property on Mamie St was tabled by City Council. Commissioner Conville asked if the decision on 1601 Hardy St was appealed. Mr. Satcher replied that this was approved under certain conditions. Planning Manager Long mentioned that there was an upcoming commissioner training on May 19th. He also shared that subdivision regulations will be addressed.

CHAIR'S REPORT

There came the matter of the Chair's Report. Chair Miller thanked the commissioners for their continued work.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

A petition has been filed by Earl Clayburn, owner, as required in the Land Development Code, Ord. No. 3209, to close and vacate an undeveloped alley, which is located north of Lurlyne Street and East of Edwards Street between 1924 Edwards Street and 9 Lurlyne Street (Forrest County, Ward 5).

Comments:

The planning staff introduced the request. Commissioner Hinton asked if there were some plans for development once the alley is closed, however, no plans were made at the moment. Chair Miller asked about the surrounding parcels. Mr. Satcher replied that the owner contacted the surrounding property owners for their approval on this process. No more comments were made to the staff. Chair Miller opened the public hearing. The owner Earl Clayburn came to speak on behalf of the proposal. No opponents were present and the public hearing was closed for this case.

Presented by:

Earl Clayburn

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Conville

Second:

Made by Vice Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Item B:

A petition has been filed by Gerry & Jennifer Mallory representative for Jimmie Jones, owner, as required in the Land Development Code, Ord. No. 3209, to request a conditional use for “Lodging – bed and breakfast inn” in an R-1A Zone (Residential District) for a property located at 416 Bay Street, (Parcel No. 2-029P-10-286.00; PPIN 19204, Forrest County, Ward 4).

Comments:

Staff noted the applicant was unable to attend the hearing and had requested the item be presented at the June Planning Commission Hearing. Commissioner Conville made a motion to table the request to the next Planning Commission Hearing.

Motion:

Made by Commissioner Conville

Second:

Made by Vice Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		

Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Item C:

A petition has been filed by Hunter Andrews representative for Graham Development, LLC, owner, as required in the Land Development Code, Ord. No. 3209, to request a Major Subdivision in a B-5 Zone (Regional Business District) for a property located at Lamar Boulevard and Highway 98, (Parcel No. 052Q-10-044.000, 052Q-10-044.002, 055B-15-001.000; PPIN 24497, 37027, 12113 Lamar County, Ward 3).

Comments:

The planning staff introduced the case. The objective of the request was to request preliminary plat approval for a major subdivision, as well as the construction of a road located near U.S Hwy 98 and Lamar Boulevard. Comments were made by the planning staff. A question was raised by Chair Miller about whether the road was built under the correct standards, Planning Manager Long stated that this road had the minimum requirements according to the Land Development Code. Commissioner Conville inquired about the street trees, and Mr. Long answered that the list of native species was being considered for this purpose. Commissioner Pickett asked if the new road had a center turn lane, Mr. Long stated that there were located in U.S Hwy 98 (right in and right out).

Then Chair Miller opened the public hearing portion of the meeting. Representative Billy Andrews (Attorney) came to speak on behalf of the project. He stated that the process began in June 2021, with an initial proposal for a minor subdivision; however, the idea changed over time and it is now being considered as a major subdivision. According to him, this project had been administratively approved by the City's Engineering Department. Commissioner Ray asked if any feedback had been received and representative Andrews replied that no feedback or complaints had been received. Commissioner Conville questioned the Conceptual Master Plan shown on the presentation, and expressed his concerns about the areas destined for stormwater retention. Mr. Andrews explained that such plan was just a concept and each owner will be responsible for their own stormwater retention areas.

Commissioner Hinton asked about the location of the Starbucks building. She expressed her concerns about the current situation with this business in Midtown, and asked if the part of Hwy 98 will face the same traffic issues. Mr. Satcher stated that this Starbucks location will not create the same problem seen in midtown area. Then, Hunter Andrews (Engineer) joined to the public hearing. Commissioner Conville expressed his concerns regarding the conceptual plan, which displays 10 turn lanes for entering the different businesses, and considered that even though the plan was conceptual, this situation will become real overtime. Mr. Andrews stated

that the only turn lanes approved were located on Lamar Blvd and U.S Hwy 98. In order to prevent traffic issues in this area, Commissioner Conville explained that the whole picture must be considered. Mr. Satcher responded that these intersections will need to meet the design standards and requirements in the LDC that will help mitigate these issues.

Then Chair Miller closed the public hearing. Commissioner Keysear asked the staff if there were any traffic studies in the Lamar Blvd intersection. Mr. Satcher replied that no studies were available but perhaps MDOT had information regarding the traffic flow in that intersection. Vice Chair Hinton suggested a traffic study for this location. Mr. Andrews questioned the reliability of the study (if performed) since it is still unknown what types of business will be present in this area and the changes in traffic flow that these may create. Commissioner Pickett asked if the interior of the road could be widened to address possible traffic problems on the turn lanes. Mr. Andrew replied that this road is not supposed to allow high speed and is designed according to the LDC standards. According to Mr. Long, the Planning Commission might have been able to influence the design of this subdivision if the meeting had been held before construction began. However, every single development to be made in this major subdivision will have to be approved by the Planning Commission.

Commissioner Keysear made the motion to approve with the recommendation that a traffic study will be performed for the Lamar Blvd intersection. Mr. Satcher stated that additional traffic studies should be completed before the final plat is approved. Commissioner Conville seconded this motion but suggested additional traffic studies in the future as new businesses establish in the area.

Presented by:

Mr. Billy Andrews (Attorney) and Hunter Andrews (Engineer)

Proponents:

2. Hunter Andrews (Engineer)

Opponents:

3. None

Motion:

Made by Commissioner Keysear

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keysear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		

Rhoda Pickett		X	
Carlos Wilson	X		

Item D:

A petition has been filed by Constance Burnside representative for Bengie Leatherwood, owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification from an A-1 Zone (Agricultural District) to an A-2 (Agricultural Residential District) for a property located at 496 N. Hattiesburg Avenue, (Parcel No. 2-042D-26-104.00; PPIN 6760, Forrest County, Ward 5).

Comments:

The planning staff introduced the case. Comments were made by the planning staff Commissioner Hinton asked under what circumstances an A-1 parcel could be surrounded by several residential zones. In Mr. Satcher's opinion, the current location may have been considered low-density and designated as an agricultural zone by the City when they established zones for this area. Vice Chair Hinton asked if this situation could be resolved with a variance instead of rezoning. Mr. Long said that this is not allowed through conditional use and variance would change the density of this zone with no real hardship. Rezoning was the least invasive approach. Chair Miller mentioned that if this could be managed through a variance, everyone else would like to do this as well. Then Chair Miller opened the public hearing; the applicant Constance Burnside came to speak in behalf of this proposal.

Vice Chair Hinton asked the applicant if she would have access to all the utilities once she gets the necessary permits. Chair Miller closed the public hearing portion. Commissioner Dowe expressed his concern about facilitating mobile homes. Commissioner Hinton mentioned that this situation should not be looked as facilitating mobile homes. Everything around this location is residential (high density) and the transition from A-1 to A-2 is not a problem since the character of the neighborhood is changing. Additionally, mobile homes are only allowed in agricultural zones. Vice Chair Hinton made the motion to approve based on changes of the surrounding area of the neighborhood. Dr Miller seconded this motion as well as Commissioner Wilson.

Presented by:

Constance Burnside, Applicant

Proponents:

2. None

Opponents:

4. None

Motion:

Made by Vice Chair Hinton

Second:

Made by Mark Miller (Chair) and Commissioner Wilson

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

BUSINESS MEETING

No items were presented in the business meeting.

Adjournment:

The meeting was adjourned at 3:15 p.m.

Motion:

Made by Vice Chair Hinton

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Mark Miller, Chair

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cory Long, Planning Administrator, Nathan Satcher, Planner II
cc: Ann Jones
Date: Tuesday, May 16, 2023
Re: Approve a Variance from the front setback requirement for an industrially zoned property located at 5530 Old Highway 42 for a proposed structure to be located at a setback of 97.8 feet instead of a required 40 ft setback, as requested by Marc Broome, representative, and A&M Wrecker Service, LLC., owner. The Board of Adjustment recommended approving on May 3rd, 2023.
File Number: 2023-325
Minute Book #

Summary

A petition has been filed by Marc Broome, representative of A & M Wrecker Service, LLC, owner as required in the Land Development Code, Ord. No. 3209, to request a variance from section 6, Table 6.1 "Minimum/Maximum Front Setback" for I-1, "40 feet", and instead allow a setback of 97.8 feet for a variance of 57.8 feet for an unimproved parcel on 5530 Old Hwy 42 (Parcel Nos. 2-029B-03-346.00, 2-029B-03-347.00, 2-029B-03-348.00, 2-029B-03-349.00; PPIN 18033, 18035, 18036, 15061 Forrest Co., Ward 2).

Recommendation Statement

Please place this on the May 16, 2023 City Council meeting for consideration.

BOA Item: A
Marc Broome, Engineer and Amos Peters, Owner
Request for: **Front Setback Variance**



**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: Marc Broome, Engineer and Amos Peters, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
5530 Old Hwy 42	2-029B-03-346.00	18033	2
	2-029B-03-347.00	18035	2
	2-029B-03-348.00	18036	2
	2-029B-03-349.00	15061	2

Request: **Front Setback Variance**

Purpose of Request: To consider a variance from section from Section 6, Table 6.1 “Maximum Front Setback” for I-1, “40 feet”, and instead allow for a setback of 97.8 feet for a proposed building that will be located at 5530 Old Hwy 42 (Parcels 2-029B-03-346.00, 347.00, 348.00, 349.000, PPINs 18033, 18035, 18036 and 15061, Ward 2).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 6 **Table 6.1 – Dimensional Standards and Measurements**

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
I-1	No minimum/ 100	-	0.75	40	40	0 or 10	0	75 feet	60%	60

BOA Item: A
Marc Broome, Engineer and Amos Peters, Owner
Request for: **Front Setback Variance**

SECTION 6

6.7.2 Measuring Structure Distance. When determining distances for setbacks and structure dimensions, all distances are measured along a horizontal plane from the appropriate property line, edge of building, structure, storage area, parking area, or other object. These distances are not measured by following the topography of the land. Measurements are also taken along the shortest distance between two points. See Diagram 6.2.

Present Zoning: I-1 Light Industrial District

Present Use: Undeveloped, Vacant

Future Land Use: Community Business Corridor

**Surrounding Zoning:
and Land Use:**

North: B-2 Neighborhood Business District (Undeveloped)
South: B-2 Neighborhood Business District / R-1C Single-Family Residential District (Automotive Filling Station)
East: B-3 Community Business District (Vacant/Undeveloped)
West: B-2 Neighborhood Business District (Undeveloped)

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case as of April 24, 2023.

History / Background:

The property owner originally met with staff in 2022 for development of the property. The proposed use of a tow yard required a rezone to allow for the property to be used as proposed. City Council voted to approve rezoning of the property from B-3 to R-1C (Community Business and Single-Family Residential) to I-1 (Light Industrial) on August 16th, 2022.

Since having the property approved, the applicant has met with staff in Site Plan review to discuss the development of the property. Staff discussed multiple options to develop the site to meet the 40 foot required setback of the Industrial Zoning. The applicant indicated issues with developing to the front setback of the property as there is a large ditch along the frontage of the property and is requesting relief from the code to accommodate their site plan proposal. The property is also within flood zone AE, and is required to adhere to the Hattiesburg Flood Damage Prevention Ordinance.

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

BOA Item: A
Marc Broome, Engineer and Amos Peters, Owner
Request for: **Front Setback Variance**

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.

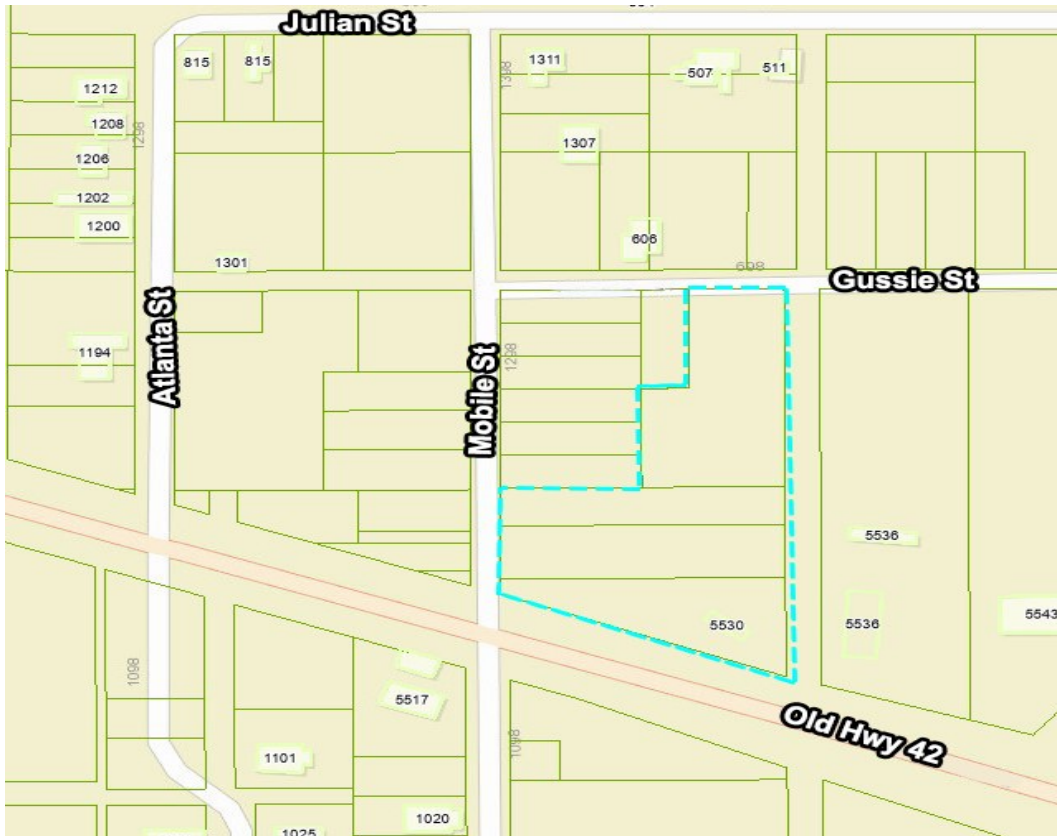
SUBJECT PARCEL: 5530 Old Hwy 42

Marc Broome, Engineer and Amos Peters, Owner

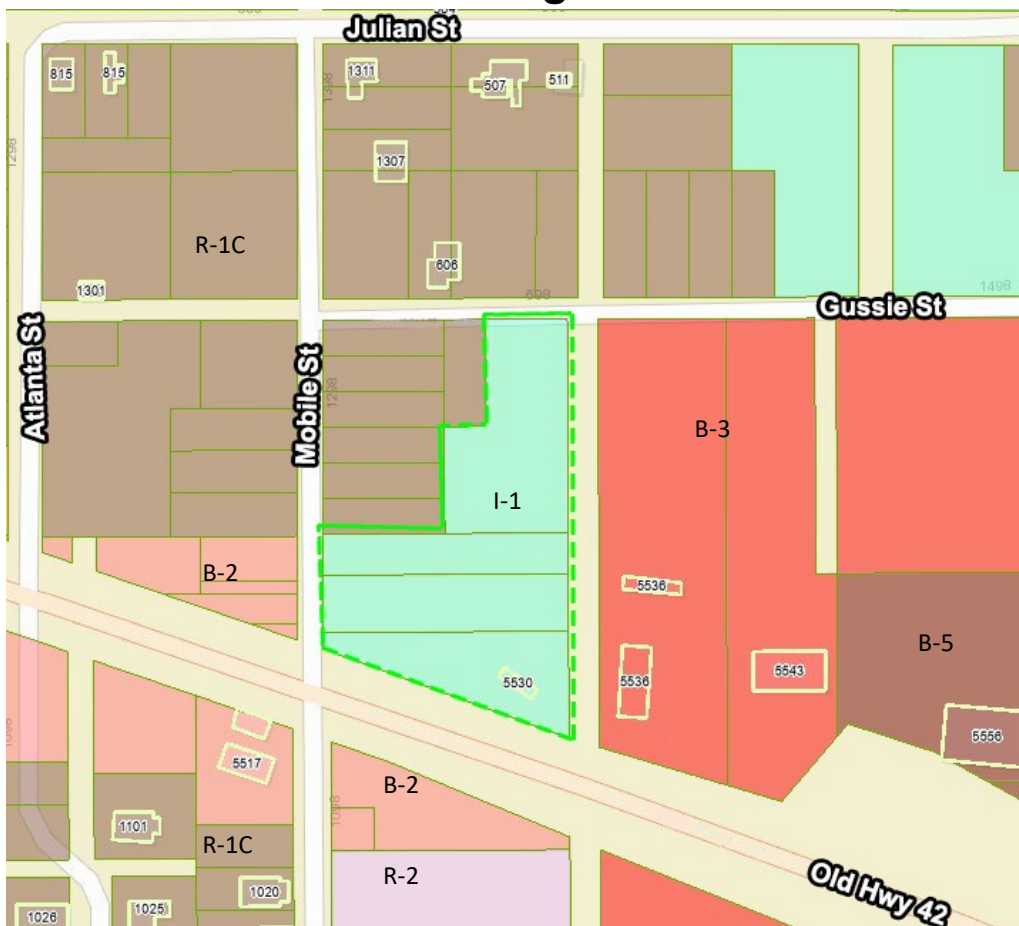
The petitioners request a variance from section 6, Table 6.1 “Minimum Front Setback” for I-1, “40 feet”, and instead allow a setback of 97.8 feet for the property located at 5530 Old Hwy 42 (PPINs: 18033, 18035, 18036 and 15061).



Vicinity Map—Ward 2



Zoning—I-1



Site Aerial



Surrounding Area

Northern

**Direction: B-2 Neighborhood
Business District
(Undeveloped)**



**Southern Direction: B-2
Neighborhood Business District
(Gas station)
and R-1C Single-Family
Residential District**

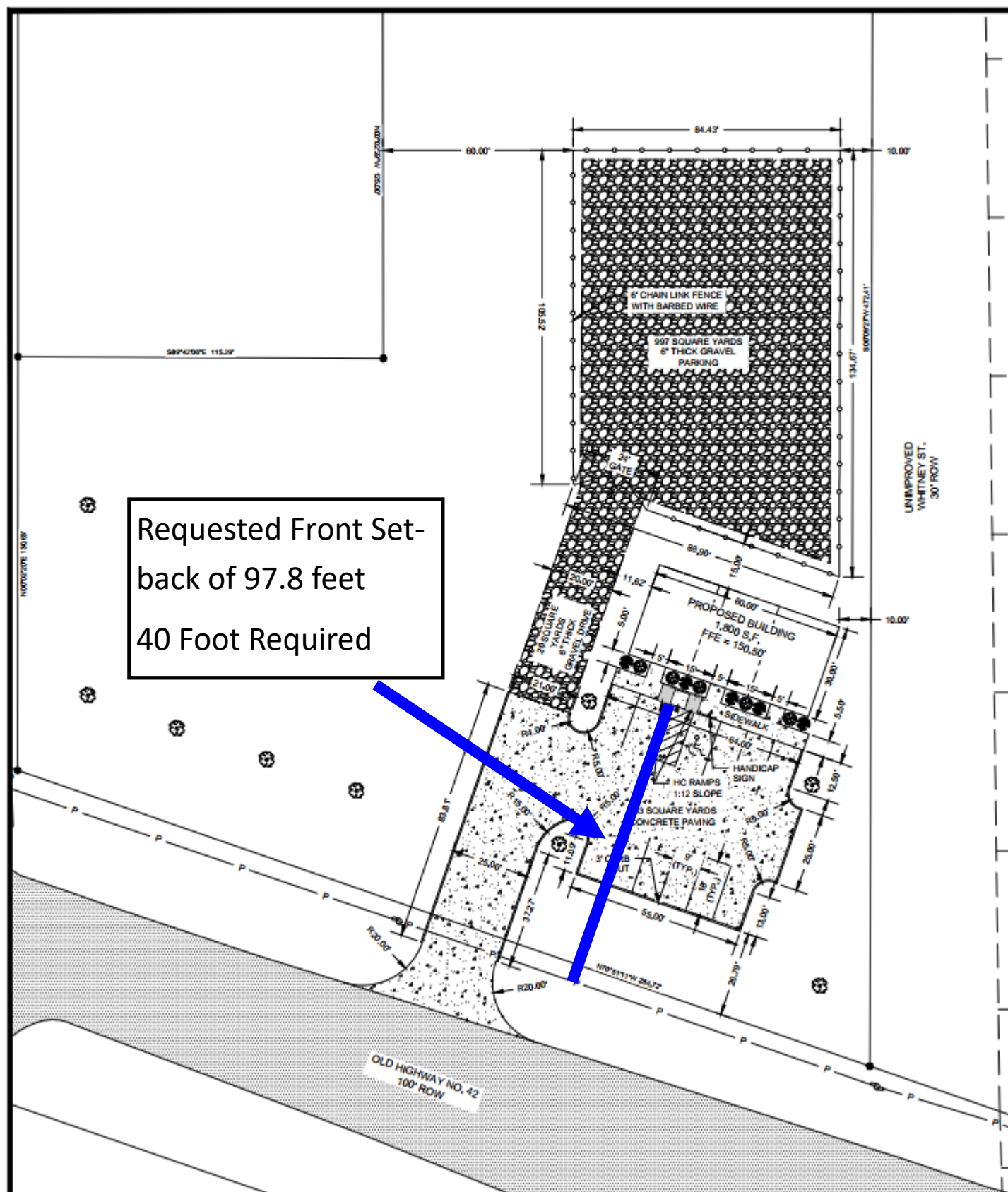


Eastern Direction: B-3 Community Business District

**Western Direction: B-2 Neighborhood Business District
(Undeveloped)**



Preliminary Site Plan



PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
Department of Urban Development
545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:

Application for (check all appropriate types):

- ☒ Variance (details below) ☐ Conditional Use (details below) ☐ Re-Zoning (details below)
☐ Subdividing of Lot, Parcel or Tract ☐ Overlay District
☐ Street or Alley Renaming ☐ Vacating Street or Alley
☐ Planned Mixed-Use District ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign ☒ Setback (front, side or rear front ^(97.8' instead of 46') ☐ Off-site Parking
☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space
☐ Other _____

Land Development Code Section No. _____

Section No. _____

Section No. _____

Staff
Information –
do not complete

FOR CONDITIONAL USE PERMIT ONLY:

Check Applicable Type:

- ☐ Automotive filling station ☐ Group facility or home ☐ Care Center (type _____)
☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Solar Farm
☐ Restaurant ☐ Telecommunications ☐ Other _____

Land Development Code Section No. _____

Staff Information

FOR RE-ZONING ONLY:

Existing Zoning: _____

Proposed Zoning: _____

Public Hearing Contact Information Form

City of Hattiesburg - Planning Division

Note: A Pre-Application submittal must contain a completed application form and a concept plan drawn to scale.

Pre-Application Date: [Click here to enter a date.](#)

Planner:

Today's Date: [Click here to enter a date.](#)

Project Name: A + M Wrecker Service

Proposed Use(s): business office + storage yard

Project Street Address: 5530 Highway 42 Bypass, Hattiesburg, MS 39401

PPIN Number(s) (If unknown, can be found on tax receipt): 18033, 18035, 18036, + 15061

Parcel Number(s): 2-029B-03-346.00, 347.00, 348.00, + 349.00

Flood Zone(s): AE

Historic District(s): N/A

Zoning District(s): I-1

Proposed Cost of the Project: \$ 500,000

Project Representative Information

Name: Marc Broome - Landmark Surveying, LLC

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☒ Engineer

☐ Other (Specify):

Phone: 601-849-1796 ^{cell} Fax: 601-270-8282 Email: marcbroome@bellsouth.net

Mailing Address: P.O. Box 580, Magee, MS 39111

Name: Amos Peters - A + M Wrecker Service

☐ Applicant ☒ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone: 404-528-5679 Fax: Email: amwrecker-service-llc.ga@gmail.com

Mailing Address: 164 Foster Road, Sumrall, MS 39482

Name:

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone: Fax: Email:

Mailing Address:

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **OWNER(S)** OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at

5530 Hwy 42 Hattiesburg MS
Street Address City State

on this the 26 day of March, 2023.

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.

Marc Broome

on this the 26 day of March, 2023.

Amos Peters Jr
Property Owner (print)

Amos Peters Jr
Property Owner (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named

Amos Peters Jr

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 26 day of March, 2023.

My Commission Expires:

Feb 23, 2026

Brandi Seals
NOTARY PUBLIC



APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

5530 Hwy 42 Hattiesburg MS
Street Address City State

on this the 26 day of March, 2023.

Amos Peters Jr
Applicant (print)

Amos Peters Jr
Applicant (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named

Amos Peters

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 26 day of March,
2023.

My Commission Expires:

Feb 23, 2026

Brandi Seals
NOTARY PUBLIC



PLANNING COMMISSION & BOARD OF ADJUSTMENT - PETITIONER REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: _____ 5:00 p.m. (End of business day)

Hattiesburg Planning Commission & Board of Adjustment Meeting Date: _____ Time: 1:00 p.m.
(Always the first Wednesday of each month - you or your representative MUST attend)

There is a 10 day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Meeting Date- (you or your representative should attend): _____ Time: 4:00 p.m.

City Council Meeting (Vote) Date - (you or your representative may attend): _____ Time: 5:00 p.m.

There is an additional 10 day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30 day appeal period for Zoning or Street closing/ re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by City no final site plan review approvals or building permits could be issued prior to these dates.

If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

_____ Site Diagram (11"x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed buildings, signs, parking areas, etc. (Different standard may be accepted only per approval from Staff)

_____ Site & Design Review Committee, if needed.

_____ Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required.)

_____ Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to glowrey@hattiesburgms.com or planning@hattiesburgms.com.

_____ An affidavit (page 3 & 4) attesting that the applicant or representing party (if other than owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be separate document)

_____ A letter of approval/denial from all adjoining property owners must be obtained and submitted with application (Variance application only).

_____ Other documents needed (per Planning Division).

_____ Maps of Digital Billboard Removal Sites

_____ Maps of Digital Billboard Replacement sites

_____ Documentation on measurements

_____ Other _____

_____ Payment to the City of Hattiesburg for filing application in the amount of \$_____.

***You may be responsible for posting a sign (prepared by Planning Division staff)
a minimum of fifteen (15) days prior to the hearing date.***

You will be responsible for maintaining the sign for the duration of the public hearing process.

Required Fees

All fees adopted by Ordinance Number 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) -----	\$ 175.00 per application and one Variance request; plus \$50.00 for each additional variance request within same application
Street/Alley Naming or Re-Naming -----	\$300.00 per application, plus \$100.00 per required street name sign if approved*
*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.	
Street/Alley Closing -----	\$300.00 per application
[Conditional] Use Permit -----	\$200.00 per application
Zoning Change -----	\$400.00 per application* (*see PUD or PRD & zoning package rate)
Planned Unit Development (PUD) or Planned Residential Development (PRD), & [Planned Mixed-Use District PMU] -----	\$400.00 per application (*see PUD or PRD & zoning \package rate) Or (**see PUD or PRD & Subdivision of Land package)
Planned Unit Development (PUD) or Planned Residential Development (PRD) with Zoning Change package* -----	\$600.00 per package application
Subdivision of Land (Preliminary Plats) -----	\$225.00 per application, plus \$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate) Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.
Planned Unit Development (PUD) or Planned Residential Development (PRD) with Subdivision of Land package ** -----	\$500.00 per application, plus \$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)
Change in Land Development Code Text -----	\$200.00 per application
Appeal Fees for Proponent or Opponent appeals to City Council --- Exempt from fees – Established Neighborhood Associations	\$50.00 per appeal
Cancellation / Re-notification fee on any public hearing process (Planning Commission or City Council) that is tabled or cancelled at the owner/developer's request -----	\$50.00 (per each 100 mailing labels)

ALL ITEMS, EXCEPT SINGLE-FAMILY RESIDENTIAL SINGLE LOTS, MUST GO THROUGH SITE PLAN REVIEW PROCESS UPON APPROVAL OF PUBLIC HEARING APPLICATIONS AND THE FOLLOWING ADDITIONAL FEES WILL APPLY:

Plan Review Fees:

Site Plan Review is required for all development, EXCEPT owner/occupied single-family residential, and those determined by the Building Official to be inapplicable. Note: The public hearing fees include one Concept Review for those actions that require Site Review:

New construction reviews, including billboards/LED signs – (includes initial submittal and 2 re-submittals) -----	\$200.00 for first acre, plus \$30.00 for each additional acre, or fraction thereof, of development
Expansion or renovation construction reviews (includes initial submittal and 2 re-submittals) -----	\$100.00 for first acre, plus \$30.00 for each additional acre, or fraction thereof, of development
Fourth and subsequent new, expansion or renovation Construction reviews --	\$ 50.00 each additional submittal
Expedient Process Lot Subdivision (up to 3 commercial lots) -----	\$150.00
Concept Review (general layout review only) -----	\$ 50.00
New use type(s) in existing building(s) -----	\$ 50.00

Make all checks payable to the City of Hattiesburg

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.

This site has a large ditch along the roadway frontage. The required 40' setback would put the building right on the edge of the ditch. All access to the building would have to be on the rear, which would not be desirable.

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

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.

We are requesting to have a front setback more than what the code allows. According to the code, the building must be set back 40' (minimum + maximum), which gives no margin to the owner. This causes an undue hardship to the owner of this property due to the large ditch in the front of the property.

Variance Information

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

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

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.

The intent of the code was to keep buildings in the zone a minimum of 40' from the roadway. By allowing this variance, the building will be farther from the roadway and should not conflict with the intent of the code.

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.



DEED

Bk:1395 Page:24-27

RCD: 05/24/2022 @10:58:37:AM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

Prepared by:
Elite Title, LLC
Lisa M. Brown, Esq.
136 Westover Drive
Hattiesburg, MS 39402
(516) 368-1638

Return to:
Elite Title, LLC, LLC
136 Westover Drive
Hattiesburg, MS 39402
(516)368-1638

STATE OF MISSISSIPPI
COUNTY OF FORREST

INDEXING INSTRUCTIONS: Pt of Lot 4, Block 1 of the Hub Building & Loan Subdivision, Forrest County, Mississippi and Pt of Block 5 of the A.R. Fairley Second Survey, Forrest County, Mississippi

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, not herein mentioned, the receipt and sufficiency of all of which is hereby acknowledged, the Grantor(s)

David L. Underwood, Grantor
709 East Central Ave
Petal, MS 39465
Phone: 601-466-8156

does hereby grant, bargain, sell, convey and warrant unto, the Grantee(s):

A&M Wrecker Service, LLC,

a Mississippi Limited Liability Company, Grantee
~~164 Foster Road~~
Sumrall, MS 39482

Phone: 404-528-5679

the following described lands, together with any and all improvements thereon and appurtenances thereunto belonging, said lands in Forrest County, Mississippi, being more particularly described as follows, to-wit:

Commence at the Northeast Comer of Lot 4 in Block 1 of the Hub Building and Loan Association Subdivision, which is also the Northeast Comer of Block 5 of the A. R. Fairley Second Survey, and run South for a distance of 115 feet to the Point of Beginning, thence continue South for a distance of 246 feet, thence run West at right angles for a distance of 214 feet, thence run North at right angles for a distance of 50 feet, thence run West at right angles for a distance of 50 feet, to Mobile Street, thence run North along the East line of Mobile Street for a distance of 196 feet, thence run East for a distance of 264 feet to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging. LESS AND EXCEPT that part sold to the State Highway Commission of Mississippi by Deed dated January 16, 1956, and recorded in Book 168 at Page 106 of the Land Deed Records of Forrest County, Mississippi.

And Also:

Beginning 48 feet South of the NE Comer of Lot 4, South 67 feet, West 264 feet, North 67 feet, East 264 feet, to beginning, Block 1, Hub Building and Loan Subdivision, City of Hattiesburg, Forrest County, Mississippi, and being the same property conveyed by Forrest County Chancery Clerk to Joe A. Thompson by Tax Deed dated May 8, 1956 and appearing of record in Land Deed Book 183 at Page 23 7 in the office of the Chancery Clerk of Forrest County, Mississippi, bearing PPIN #18035.

And Also:

The North 48 feet of Lot 4 in Block 1 of the Hub Building & Loan Association Subdivision of Block 5 of the A. R. Fairley 2nd Survey to the City of Hattiesburg, Forrest County, Mississippi.

The above warranty and this conveyance are subject to prior reservations of oil, gas and other minerals by former owners.

The above warranty and this conveyance are subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Subject to any covenants, restrictions, or easements affecting the subject property which may be of record in the office of the Chancery Clerk of Forrest County, Mississippi.

Subject to all exceptions, reservations, and conveyances to any existing easements, grants, or rights-of-way for public roads, streets, and alleys, and for electric, telephone, telegraph, gas, water, drainage, sewerage, or similar utility purposes which affect or relate to the above-described real property.

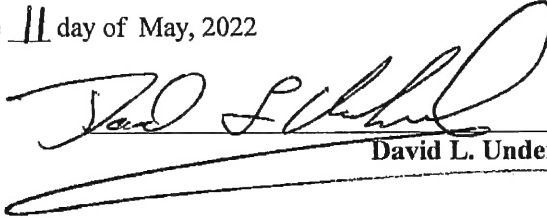
Subject to any and all leases, exceptions, reservations and/or conveyances, together with release of damages, of or related to minerals of every kind and character, including, but not limited to, oil and gas, and/or of related to any geothermal energy resources, in, on or under the real property hereby conveyed or which affect the real property hereby conveyed;

Subject to any environmental condition existing upon the subject property which would cause said property

to be in violation of any State and/or Federal Environmental Protection Act and subject to any such condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.

Taxes for the current year shall be pro-rated as of the date of this instrument and assumed by the Grantees herein. It is specifically agreed and understood that taxes for the current year are pro-rated based upon the previous years taxes.

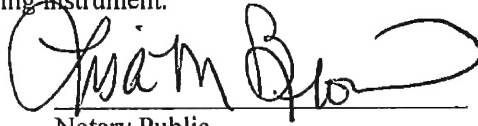
WITNESS MY SIGNATURE on this the 11 day of May, 2022


David L. Underwood

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

Personally, appeared before me, the undersigned authority in and for the said county and state, on this 11 day of May, 2022, within my jurisdiction, the within named, **David L. Underwood**, who acknowledged that he executed the above and foregoing instrument.

(Seal)


Notary Public

My commission expires:

P22F-0003





DEED

Bk:1412 Page:623-625

RCD: 01/17/2023 @ 3:10:49:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

Prepared by:
Elite Title, LLC
Lisa M. Brown, Esq.
8 Woodstone Plaza, Ste 102
Hattiesburg, MS 39402
(601)336-2539

Return to:
Elite Title, LLC
8 Woodstone Plaza, Ste 102
Hattiesburg, MS 39402
(601)336-2539

STATE OF MISSISSIPPI
COUNTY OF FORREST

**INDEXING INSTRUCTIONS: Part of Block Six (6) of the A.R. Fairley Second Survey,
Forrest County, Mississippi**

QUIT CLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, not herein mentioned, the receipt and sufficiency of all of which is hereby acknowledged:

**David L. Underwood
709 East Central Ave
Petal, MS 39465
Phone: 601-466-8156**

hereby remise, release and quitclaim all his right, title and interest unto:

**A&M Wrecker Service, LLC,
a Mississippi Limited Liability Company, Grantee
164 Foster Road,
Sumrall, MS 39482
Phone: 404-528-5679**

in fee simple, the following described lands: in the Forrest County, Mississippi, being more particularly described as follows, to-wit:

Part of Block Six (6) of the A. R. FAIRLEY SECOND SURVEY, an addition to the City of Hattiesburg, County of Forrest, State of Mississippi, according to map or plat on record in Forrest County Court House, more particularly described as beginning 638.3 feet East of the Northwest (NW) corner of the said Block Six (6), for a Point of Beginning, thence continuing East 96.7 feet, thence at right angles, South 250 feet, thence at right angles West 145 feet, thence at right angles North 125 feet, thence at right angles East 48.3 feet, thence at right angles North 125 feet to the Point. of Beginning, together with all improvements thereon and appurtenances thereunto belonging.

The above quitclaim and this conveyance are subject to prior reservations of oil, gas and other minerals by former owners.

The above quitclaim and this conveyance are subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Subject to any covenants, restrictions, or easements affecting the subject property which may be of record in the office of the Chancery Clerk of Forrest County, Mississippi.

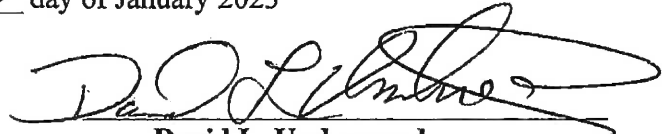
Subject to all exceptions, reservations, and conveyances to any existing easements, grants, or rights-of-way for public roads, streets, and alleys, and for electric, telephone, telegraph, gas, water, drainage, sewerage, or similar utility purposes which affect or relate to the above-described real property.

Subject to any and all leases, exceptions, reservations and/or conveyances, together with release of damages, of or related to minerals of every kind and character, including, but not limited to, oil and gas, and/or of related to any geothermal energy resources, in, on or under the real property hereby conveyed or which affect the real property hereby conveyed; however, the Grantor herein does hereby except and reserve unto itself all minerals currently owned by it in, on and under the above described property.

Subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act and subject to any such condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.

Subject to those certain Restrictions and setbacks, drainage easements and lots for single family residences found in the official plat on file in the office of the Chancery Clerk of the Forrest County, Mississippi.

WITNESS MY SIGNATURE on this the 6 day of January 2023


David L. Underwood

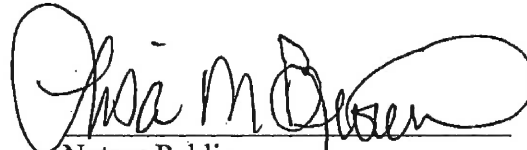
STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6 day of January, 2023, within my jurisdiction, the within **David L. Underwood** who acknowledged that he signed, executed and delivered the above and foregoing instrument on the date herein acknowledged.

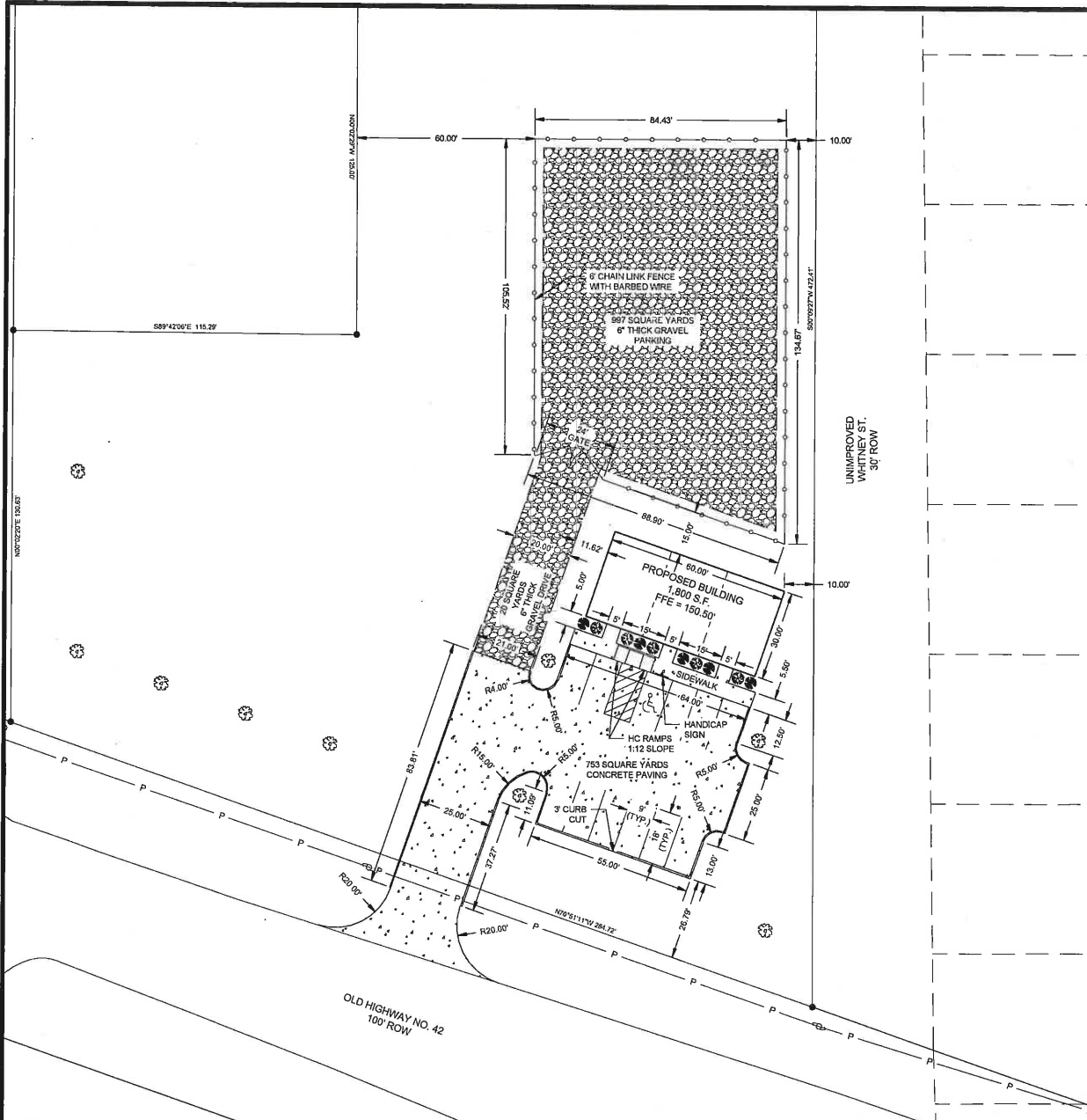
(Seal)

My commission expires




Notary Public

FORREST COUNTY, MS, LANCE C. REID
I CERTIFY THIS INSTRUMENT WAS FILED ON 1/17/2023 3:10:49 PM AND RECORDED IN DEED BOOK: 1412 PAGE: 623

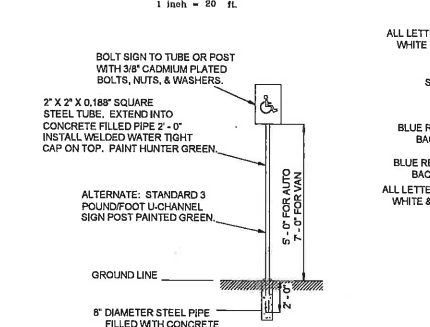
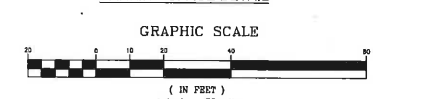
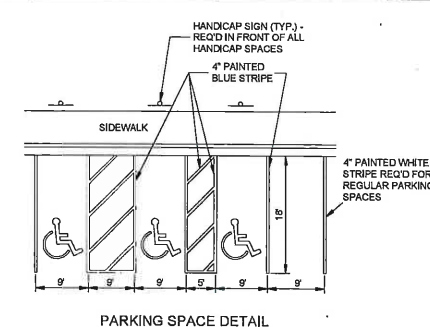


SITE PLAN NOTES:

- ALL LINEAR DIMENSIONS NEAR CURB ARE REFERENCED TO THE BACK OF CURB. ALL RADIUS DIMENSIONS ARE REFERENCED TO THE EDGE OF PAVEMENT OR BACK OF CURB.
- SOLID SOD SHALL BE ESTABLISHED IN ALL AREAS BEHIND THE CURB OR OUTSIDE OF PAVEMENT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL DEVICES AND PROCEDURES REQUIRED WHEN WORKING WITHIN HIGHWAY AND STREET RIGHTS-OF-WAYS.
- TOTAL NUMBER OF PARKING SPACES REQUIRED: 5 (1 SPACE PER 400 SQUARE FEET WITH A TOTAL OF 1,800 SQUARE FEET)
- TOTAL NUMBER OF PARKING SPACES PROVIDED: 12
- PROPERTY IS ZONED I-1 (LIGHT INDUSTRIAL DISTRICT).
- TOTAL AREA OF PROPERTY: 1.84 ACRE; TOTAL DISTURBED AREA: 0.87 ACRE.
- PARKING LOT SHALL BE ADEQUATELY ILLUMINATED AS EVENLY AS POSSIBLE. LIGHTING SHALL NOT EXCEED AN AVERAGE OF 0.3 FOOTCANDLES PER SQUARE FOOT, DIMINISHING TO 0 FOOTCANDLES PER SQUARE FOOT AT THE PROPERTY BOUNDARY. LIGHTS SHOWN ON PLAN WILL BE MOUNTED ON POLES AND SHALL BE THE STANDARD OVERHEAD PARKING LOT LIGHT ON AN ARM MOUNTED TO THE POLE.
- PROPERTY HAS 284 LINEAR FEET OF ROADWAY FRONTAGE ALONG OLD HIGHWAY 42.
- PROPERTY IS LOCATED IN FLOOD ZONE AE ACCORDING TO FLOOD MAP NO. 28035C0108D DATED MARCH 2, 2010. BASE FLOOD ELEVATION IS 149.4 FEET. BUILDING FINISH FLOOR ELEVATION IS 150.50 FEET.

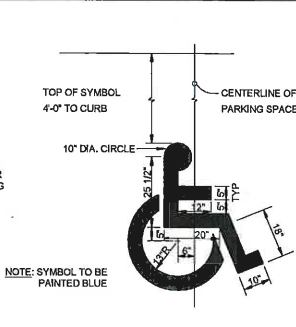
LANDSCAPE NOTES:

- ONE LARGE DECIDUOUS TREE (OAK, ELM, HOLLY, OR MAGNOLIA - MINIMUM OF 2" CALIPER OR 30 GALLON CONTAINER) SHALL BE PLANTED FOR EVERY 60 LINEAR FEET OF ROAD FRONTAGE (6 LARGE TREES). SMALL TREES MAY BE SUBSTITUTED FOR LARGE TREES. HOWEVER, IF SMALL TREES ARE USED, ONE SMALL TREE (CREPE MYRTLE, PURPLELEAF PLUM, LITTLE GEM MAGNOLIA, OR RED BUD - MINIMUM OF 2" CALIPER OR 15 GALLON CONTAINER) SHALL BE PLANTED FOR EVERY 40 LINEAR FEET OF ROAD FRONTAGE (8 SMALL TREES).
- ONE TREE MUST BE PLANTED FOR EVERY TERMINAL AND INTERIOR LANDSCAPED PARKING ISLAND (4 TREES).
- BUILDING WILL HAVE BUSHES AND/OR SHRUBS PLANTED AROUND IT (INDIAN HAWTHORNE, AZALEA, LOROPETALUM, CAMELLIA, ETC.).
- ANY CHANGES REGARDING LANDSCAPING SHALL BE APPROVED BY ANDY PARKER, CITY ARBORIST (601) 545-1541.
- OWNER SHALL BE RESPONSIBLE FOR THE CONTINUED MAINTENANCE OF TREES, SHRUBS, AND OTHER LANDSCAPING MATERIALS.
- POST DEVELOPMENT SITE IMPERVIOUS PERCENTAGE: 11%; POST DEVELOPMENT SITE NON-IMPERVIOUS PERCENTAGE: 88%



Legend

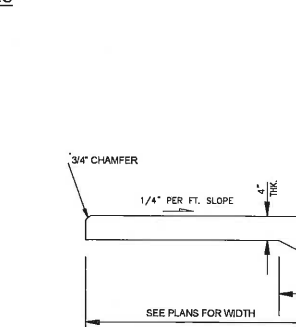
●	Property Corner
FF	Finished Floor Elevation
R	Radius
TYP	Typical
○	Site Lighting
—	Handicap Parking Sign
—	Proposed Chain Link Fence
○	Landscape Trees (See Notes)
○	Landscape Shrubs (See Notes)
○	Existing Tree (To Remain)
■	Concrete Paving



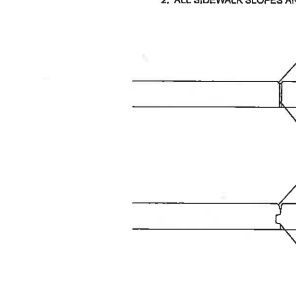
- HANDICAPPED PARKING SIGN**
- ALL LETTERING TO BE WHITE & A MINIMUM OF 1" HIGH
- SYMBOL TO BE WHITE
- BLUE REFLECTIVE BACKGROUND
- ALL LETTERING TO BE WHITE & A MINIMUM OF 1" HIGH
- ALL SIGNS TO BE 0.080" THICK ALUMINUM.
 - ALL SIGNS SHALL CONFORM WITH ALL CURRENT A.D.A., FEDERAL, STATE, AND LOCAL CODES & REGULATIONS.
 - PLACE "VAN ACCESSIBLE" SIGN IN FRONT OF VAN ACCESSIBLE SPACES ONLY.
 - ALL HANDICAP STRIPING AND SIGNAGE SHALL CONFORM TO MUTCD AND ADA STANDARDS.

HANDICAPPED PARKING SIGN

HANDICAP SIGN DETAILS



- NOTES:**
- PROVIDE CONTRACTION JOINTS AT 5'-0" O.C. MAX
 - ALL SIDEWALK SLOPES AND WIDTHS SHALL MEET ADA REQUIREMENTS



TYPICAL SIDEWALK JOINTS

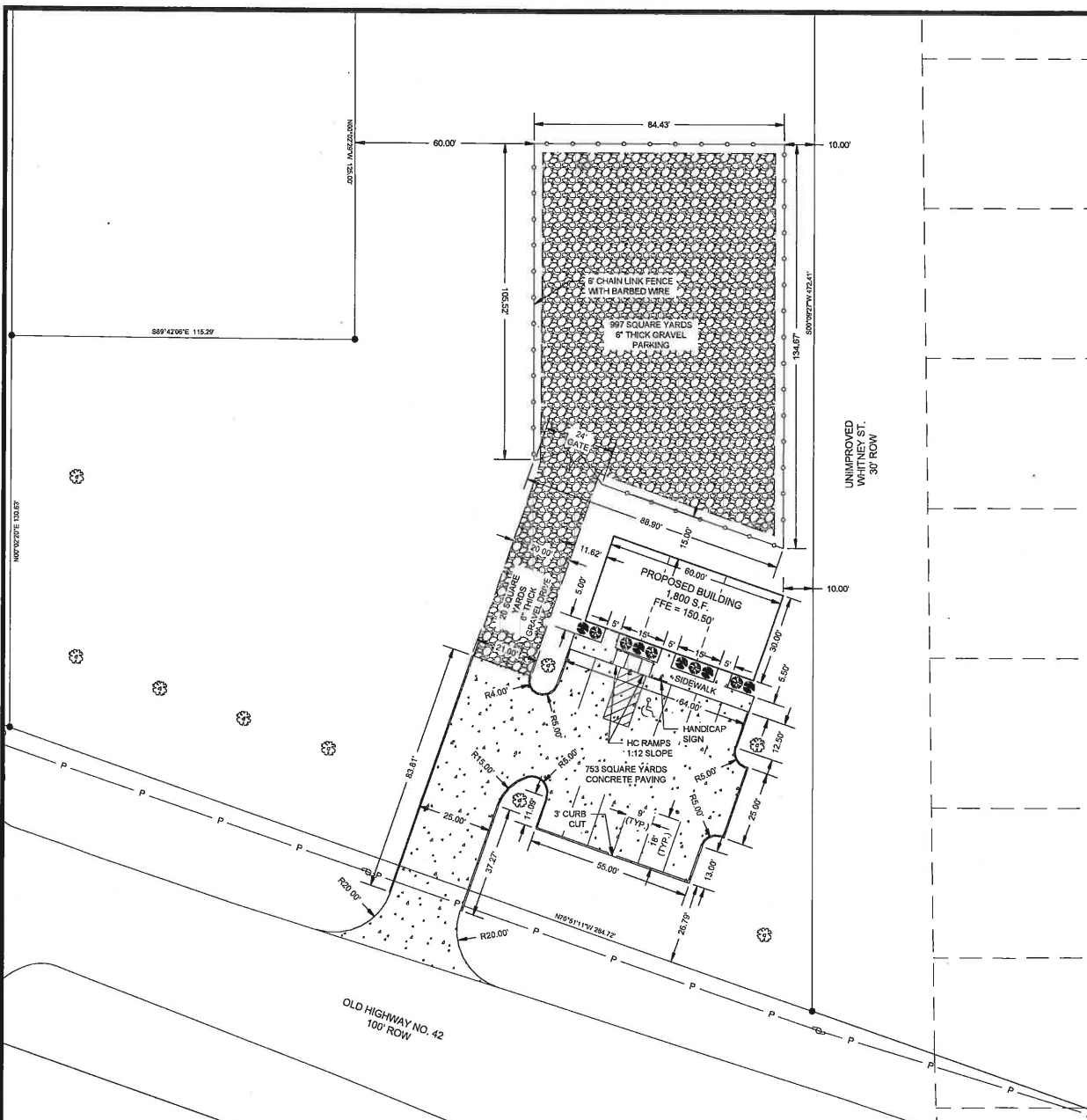
CAD FILE: 98022021-Plan.dwg
PROJECT NO.: 58022021
SCALE: 1" = 20'
DESIGNED BY: DL
DRAWN BY: DL
CHECKED BY: MAB

LANDMARK SURVEYING, LLC
P.O. Box 580 • Magnolia, Mississippi 39401
Phone: (601) 849-1798 Fax: (601) 849-1797

PREPARED FOR
A and M Wrecker Service, LLC
5530 Old Highway 42
Hattiesburg, Mississippi 39401

Site Plan
A and M Wrecker Service
City of Hattiesburg
Forrest County, Mississippi

SHEET NO.
C-3

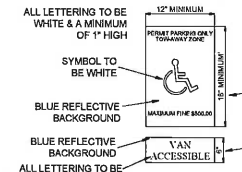
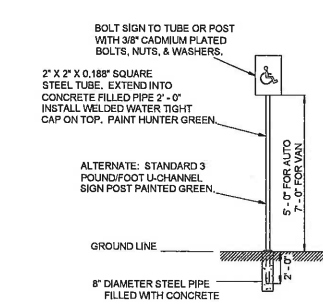
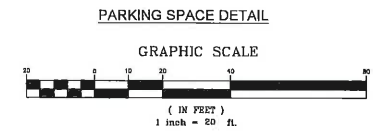
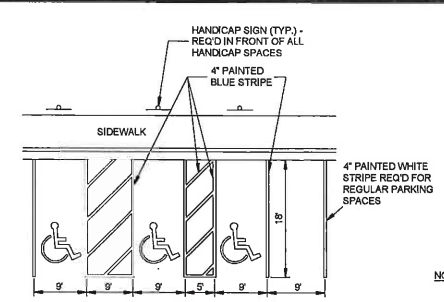


SITE PLAN NOTES:

1. ALL LINEAR DIMENSIONS NEAR CURB ARE REFERENCED TO THE BACK OF CURB. ALL RADIUS DIMENSIONS ARE REFERENCED TO THE EDGE OF PAVEMENT OR BACK OF CURB.
2. SOLID SOD SHALL BE ESTABLISHED IN ALL AREAS BEHIND THE CURB OR OUTSIDE OF PAVEMENT.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL DEVICES AND PROCEDURES REQUIRED WHEN WORKING WITHIN HIGHWAY AND STREET RIGHTS-OF-WAYS.
4. TOTAL NUMBER OF PARKING SPACES REQUIRED: 5 (1 SPACE PER 400 SQUARE FEET WITH A TOTAL OF 1,800 SQUARE FEET)
5. TOTAL NUMBER OF PARKING SPACES PROVIDED: 12
6. TOTAL AREA OF PROPERTY: 1.84 ACRE; TOTAL DISTURBED AREA: 0.87 ACRE.
7. PARKING LOT SHALL BE ADEQUATELY ILLUMINATED AS EVENLY AS POSSIBLE. LIGHTING SHALL NOT EXCEED AN AVERAGE OF 0.3 FOOTCANDLES PER SQUARE FOOT, DIMINISHING TO 0.1 FOOTCANDLES PER SQUARE FOOT AT THE PROPERTY BOUNDARY. LIGHTS SHOWN ON PLAN WILL BE MOUNTED ON POLES AND SHALL BE THE STANDARD OVERHEAD PARKING LOT LIGHT ON AN ARM MOUNTED TO THE POLE.
8. PROPERTY HAS 284 LINEAR FEET OF ROADWAY FRONTAGE ALONG OLD HIGHWAY 42.
9. PROPERTY IS LOCATED IN FLOOD ZONE AE ACCORDING TO FLOOD MAP NO. 26036C0108D DATED MARCH 2, 2010. BASE FLOOD ELEVATION IS 149.4 FEET. BUILDING FINISH FLOOR ELEVATION IS 150.50 FEET.

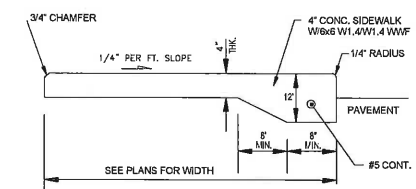
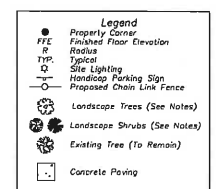
LANDSCAPE NOTES:

1. ONE LARGE, DECIDUOUS TREE (OAK, ELM, HOLLY, OR MAGNOLIA - MINIMUM OF 2.5" CALIPER OR 30 GALLON CONTAINER) SHALL BE PLANTED FOR EVERY 60 LINEAR FEET OF ROAD FRONTAGE (5 LARGE TREES). SMALL TREES MAY BE SUBSTITUTED FOR LARGE TREES. HOWEVER, IF SMALL TREES ARE USED, ONE SMALL TREE (GREPE MYRTLE, PURPLE LEAF PLUM, LITTLE GEM MAGNOLIA, OR RED BUD - MINIMUM OF 2" CALIPER OR 15 GALLON CONTAINER) SHALL BE PLANTED FOR EVERY 40 LINEAR FEET OF ROAD FRONTAGE (8 SMALL TREES).
2. ONE TREE MUST BE PLANTED FOR EVERY TERMINAL AND INTERIOR LANDSCAPED PARKING ISLAND (4 TREES).
3. BUILDING WILL HAVE BUSHES AND/OR SHRUBS PLANTED AROUND IT (INDIAN HAWTHORNE, AZALEA, LOROPETALUM, CAMELLIA, ETC.).
4. ANY CHANGES REGARDING LANDSCAPING SHALL BE APPROVED BY ANDY PARKER, CITY ARBORIST (601) 545-1541.
5. OWNER SHALL BE RESPONSIBLE FOR THE CONTINUED MAINTENANCE OF TREES, SHRUBS, AND OTHER LANDSCAPING MATERIALS.
6. POST DEVELOPMENT SITE IMPERVIOUS PERCENTAGE: 11%; POST DEVELOPMENT SITE NONIMPERVIOUS PERCENTAGE: 89%.

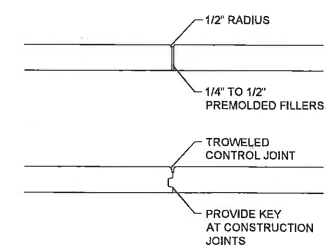


1. ALL SIGNS TO BE 0.090\"/>
2. ALL SIGNS SHALL CONFORM WITH ALL CURRENT A.D.A., FEDERAL, STATE, AND LOCAL CODES & REGULATIONS.
3. PLACE \"VAN ACCESSIBLE\" SIGN IN FRONT OF VAN ACCESSIBLE SPACES ONLY.
4. ALL HANDICAP STRIPING AND SIGNAGE SHALL CONFORM TO MUTCD AND ADA STANDARDS.

HANDICAPPED PARKING SIGN

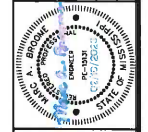


- NOTES:**
1. PROVIDE CONTRACTION JOINTS AT 5'-0\"/>
 2. ALL SIDEWALK SLOPES AND WIDTHS SHALL MEET ADA REQUIREMENTS.



TYPICAL SIDEWALK JOINTS

CAD FILE: 382-2201-Plan.dwg
PROJECT NO.: 382-2201
SCALE: 1\"/>



LANDMARK SURVEYING, LLC
P.O. Box 580 • Magee, Mississippi 39111
Phone: (601) 849-1798 Fax: (601) 849-1797

PREPARED FOR
A and M Wrecker Service, LLC
5530 Old Highway 42
Hattiesburg, Mississippi 39401

Site Plan
A and M Wrecker Service
City of Hattiesburg
Forrest County, Mississippi

SHEET NO.
C-3

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG BOARD OF ADJUSTMENT
May 3th, 2023**

Board Members Roll Call:

Members Present:

1. Shawn Harris, Chair
2. Bernard Green, Vice Chair
3. James Trussell
4. Jessica Cathey
5. Stacey Ready
6. Dick Conville
7. Brandon Williams (Online)

Members Absent

1. Bruce Betts
2. Lucy Parkman
3. Brandon Williams
4. James Hughes

Staff Members Present:

1. Nathan Satcher, Planner II
2. Wiley Quinn, Director of Urban Development
3. Cory Long, AICP, Planning Manager
4. Andrea Garcia, Planner I

Shawn Harris, Chair, declared the Hattiesburg Board of Adjustment meeting open and in session at 3:37 PM.

AGENDA REVIEW

The April 2023 Agenda was reviewed.

Motion:

Chair Harris

Second:

Ms. Ready

Vote:

Board Member	Yea	Nay	Other
Shawn Harris, Chair	X		
Bernard Green, Vice Chair	X		

James Trussell	X		
Jessica Cathey	X		
Stacey Ready	X		
Dick Conville	X		
Brandon Williams (Online)	X		

MINUTES REVIEW

There came the matter of the April 5th, 2023 minutes. A motion was made to approve the minutes by Chair Harris. The motion was seconded by Vice Chair Green and all present voted in favor of the motion.

Motion:

Chair Harris

Second:

Vice Chair Green

Vote:

Board Member	Yea	Nay	Other
Shawn Harris, Chair	X		
Bernard Green, Vice Chair	X		
James Trussell	X		
Jessica Cathey	X		
Stacey Ready	X		
Dick Conville	X		
Brandon Williams (Online)	X		

PLANNING REPORT:

Planning Report: The planning department provided a report of the last items to come before the Board and their status. A request for a free-standing sign located on Main St was reviewed and approved by the City Council. Also, the May 9th commissioner training was brought to this portion of the meeting.

CHAIR'S REPORT:

Chair Harris did not have a report for this meeting.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Item A: 5530 Old Hwy 42 - Request Front Setback Variance.

A petition has been filed by Marc Broome, Engineer and Amos Peters, Owner, to request a

variance from Section 6, Table 6.1 “Maximum Front Setback” for I-1, “40 feet” and instead allow for a setback of 97.8 feet for a proposed building that will be located at 5530 Old Hwy 42 (PPINs 18033, 18025, 18036 and 15061).

Comments:

The planning staff introduced the case. Mr. Trussell had questions regarding the requirements of the front setback in this zoning.. Mr. Satcher replied that the reason for 40 feet required front setback for industrial areas is unknown and may be due to the idea that the industrial zones would be developed in industrial parks. Marc Broome, representative of Amos Peters (owner) presented the application. He stated that the variance was requested since there was a large ditch located in front of the building, which is the reason why the 40 feet maximum front setback requirement cannot be met. He argued that the setback needs to be increased since the existing ditch will create problems for everyone trying to access the building. Vice Chair Green then asked if there were any proposed sidewalks. Mr. Satcher replied that sidewalks were not required for industrial zones.

Presented by:

1. Marc Broome

Proponents:

1. None

Opponents:

1. None

Motion:

Ms. Ready made the motion to approve based on hardship and reasonable use.

Second:

Vice Chair Green

Vote:

Board Member	Yea	Nay	Other
Shawn Harris, Chair	X		
Bernard Green, Vice Chair	X		
James Trussell	X		
Jessica Cathey	X		
Stacey Ready	X		
Dick Conville	X		
Brandon Williams (Online)	X		

BUSINESS MEETING

No items were presented in the business meeting.

Adjournment:

The meeting was adjourned at 4:35 PM

Motion:

Chair Harris

Second:

Vice Chair Green

Vote:

Board Member	Yea	Nay	Other
Shawn Harris, Chair	X		
Bernard Green, Vice Chair	X		
James Trussell	X		
Jessica Cathey	X		
Stacey Ready	X		
Dick Conville	X		
Brandon Williams (Online)	X		

Shawn Harris, Chair

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cory Long, Planning Administrator, Nathan Satcher, Planner II
cc: Ann Jones
Date: Tuesday, May 16, 2023
Re: Approve a request for a preliminary plat for a major subdivision (all zoned B-5, Regional Business District) for a property located at Lamar Boulevard and Highway 98, as requested by Hunter Andrews, engineer, and Graham Development, LLC. The Planning Commission recommended approving on May 3rd, 2023.
File Number: 2023-323
Minute Book #

Summary

A petition has been filed by Hunter Andrews representative for Graham Development, LLC, owner, as required in the Land Development Code, Ord. No. 3209, to request a Major Subdivision in a B-5 Zone (Regional Business District) for a property located at Lamar Boulevard and Highway 98, (Parcel No. 052Q-10-044.000, 052Q-10-044.002, 055B-15-001.000; PPIN 24497, 37027, 12113 Lamar County, Ward 3).

Recommendation Statement

Please place this on the May 16, 2023 City Council meeting for consideration.

HPC Item: C

Hunter Andrews, Applicant, Jason Graham, Owner

Request for: **Preliminary Plat Approval for Major Subdivision and Road Construction**



URBAN DEVELOPMENT PLANNING DIVISION

Planning Commission Case Fact Sheet

Name of Petitioner: Hunter Andrews, Applicant, Jason Graham, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
Near Hwy U.S 98 and Lamar Blvd, next to 6222 US HWY 98.	052Q-10-044.000	24497	3
	055B-15-001.000	12113	3

Request: **Preliminary Plat Approval for Major Subdivision**

Purpose of Request: To request preliminary plat approval for a major subdivision and construction of a road located near HWY U.S 98 and Lamar Boulevard (Parcel 052Q-10-044.000, 055B-15-001.000; PPIN 24497, 12113 Lamar County, Ward 5).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

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.

Applicable Regulations:

SECTION 6 **Dimensional Standards and Measurements**

HPC Item: C

Hunter Andrews, Applicant, Jason Graham, Owner

Request for: **Preliminary Plat Approval for Major Subdivision and Road Construction**

Table 6.1 Dimensional Standards

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
B-5	No minimum/ 100	-	1.50	30	150	0 or 10	0	72 feet or 6 stories	90%	50

SECTION 8.3

Street Design Standards

SECTION 11

Administration and Enforcement

11.10.1.8 Subdivision Violations. The owner of a subdivision shall not transfer title to any lot in such subdivision until such time as the final plat has been approved by the appropriate authority as outlined in this Code and duly recorded in the office of the Chancery Clerk of Forrest County or Lamar County, Mississippi. Transfers prior to such approval and recording shall be deemed a violation of this Code and shall be subject to any and all remedies available to the City.

11.10.1.9 Recording Violations.

The Chancery Clerks of Forrest County and Lamar County, Mississippi shall not receive, file or record a plat of a subdivision within the jurisdiction of this Land Development Code without prior approval of the appropriate authority as outlined in this Code. Plats recorded prior to such approval shall be deemed unlawful and invalid

SECTION 12

Process and Procedures

Categories of Development Approvals

12.3.2 Preliminary Plat Approval for Major Subdivisions

12.3.2.1 Approval Criteria.

- Conformance with the Hattiesburg Comprehensive Plan.
- Conformance with the standards of the zoning district.
- Conformance with other standards and requirements of this Code and other City policies and regulations.
- Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
- Determination that the project will have little or no adverse or negative impacts upon the natural environment.

12.3.2.4 Final Plat.

- No Significant Change. Final plats of major subdivisions that are

HPC Item: C

Hunter Andrews, Applicant, Jason Graham, Owner

Request for: **Preliminary Plat Approval for Major Subdivision and Road Construction**

substantially the same as the approved preliminary plat, as determined by the Site and Design Review Committee, shall be approved administratively.

ii. Significant Change. Final plats that exhibit any significant deviation from the approved preliminary plat, as determined by the Site Plan Review Committee, shall require approval by the Planning Commission.

12.3.2.5 Recording.

In order to be an official and legal plat, the final approved plat must be recorded along with all applicable covenants, deed restrictions and property owners' association documents with the Chancery Clerk of Forrest or Lamar County, as appropriate. The City Engineer shall ensure that the City records this information in a timely fashion.

Present Zoning: The undeveloped parcel is currently zoned B-5, Regional Business District

Present Use: Vacant, undeveloped

Future Land Use: Regional Business Corridor

Surrounding Zoning and Land Use:
North: R-1A Residential District
South: B-5 Regional Business District
East: B-5 Regional Business District / R-3 Multi-Family Residential District
West: B-5 Regional Business District

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of April 24th, 2023

History / Background: The petitioner met with Staff in Pre-Application to discuss a proposed development of a subdivision on unimproved parcels Near Hwy U.S 98 and Lamar Blvd. The applicant originally presented the plan as a minor subdivision which was approved administratively and was granted preliminary approval of the road design to intersect the major subdivision. Since approval, the applicant has designated multiple phases of the development that triggers the need for a major subdivision.

The subdivision will be a commercial subdivision, where two drive-through quick service restaurants have already been reviewed for the Highway 98 Frontage, and the city is currently reviewing plans for a third drive-through quick service restaurant on Highway 98. The applicant has proposed two common areas on the subdivision that would serve as the primary location for multi-tenant signs. The quick-service restaurants for the site that have been discussed for this subdivision have all proposed establishing their own

HPC Item: C

Hunter Andrews, Applicant, Jason Graham, Owner

Request for: **Preliminary Plat Approval for Major Subdivision and Road Construction**

freestanding signs, including pole signs, which have a maximum height of 35 feet, and up to 400ft² of allowable signage.

The site has already been cleared and utilities have been placed in a portion of the development, including sidewalks, stormwater infrastructure, and water lines. Street trees are required for the development of new streets in the Right-of-Way and development of private commercial sites requires trees along the frontage of the property. The applicant has also indicated that stormwater detention areas for the site will be left up to each individual development in lieu of a master stormwater detention/retention area. With each site having to mitigate their own stormwater, this could create further site constraints for each site if each site has to create and maintain individual stormwater retention/detention ponds for their site.

Planning Commission should consider the existing pattern of development along the Highway 98 Corridor and how the proposed subdivision aligns with the surrounding area. The commission can also table and request additional information, plans, traffic impact studies, environmental studies, as deemed necessary before granting approval for this major subdivision.

Option:

Approve or deny a preliminary plat for a major subdivision in the City of Hattiesburg.

Planning Commission must deem that all of the following approval criteria must be met before granting approval for the Preliminary Plat for a Major Subdivision:

12.3.2 Preliminary Plat Approval for Major Subdivisions

12.3.2.1 Approval Criteria.

- i. Conformance with the Hattiesburg Comprehensive Plan.
- ii. Conformance with the standards of the zoning district.
- iii. Conformance with other standards and requirements of this Code and other City policies and regulations.
- iv. Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
- v. Determination that the project will have little or no adverse or negative impacts upon the natural environment.

SUBJECT PARCEL:

Hattiesburg Market Place

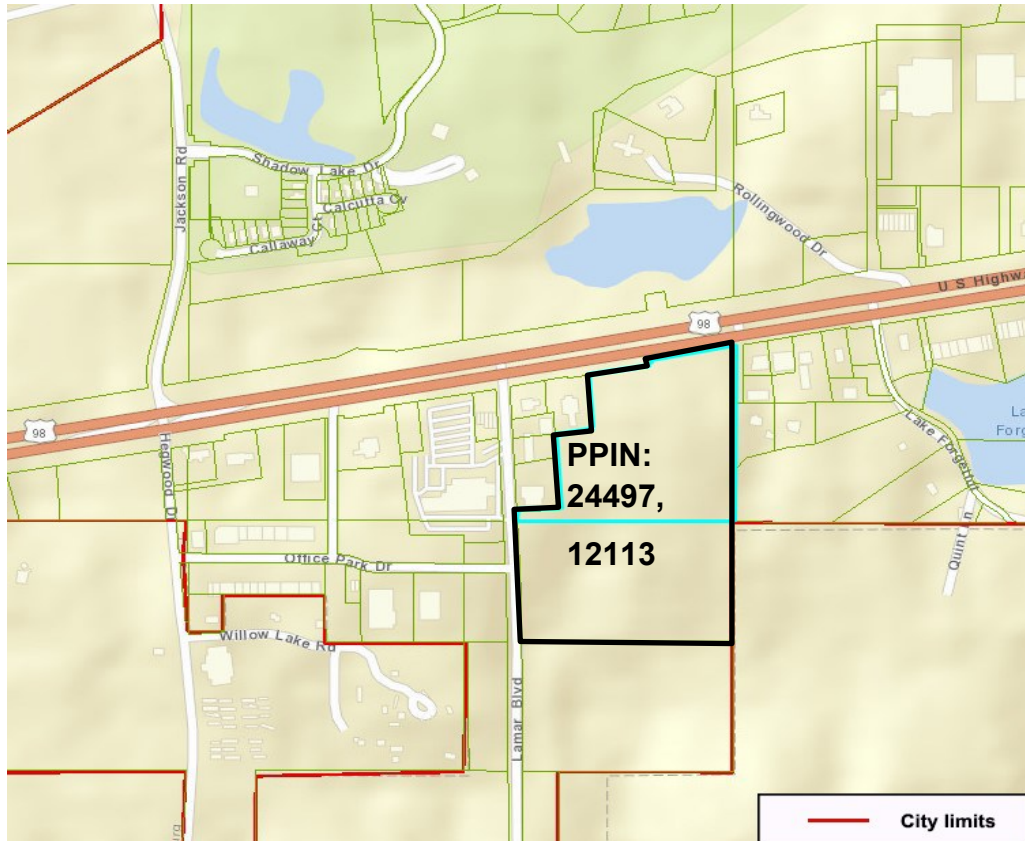
(Near HWY U.S 98 and Lamar Boulevard, PPIN: 24497)

Hunter Andrews, representative,
and Jason Graham, owner.

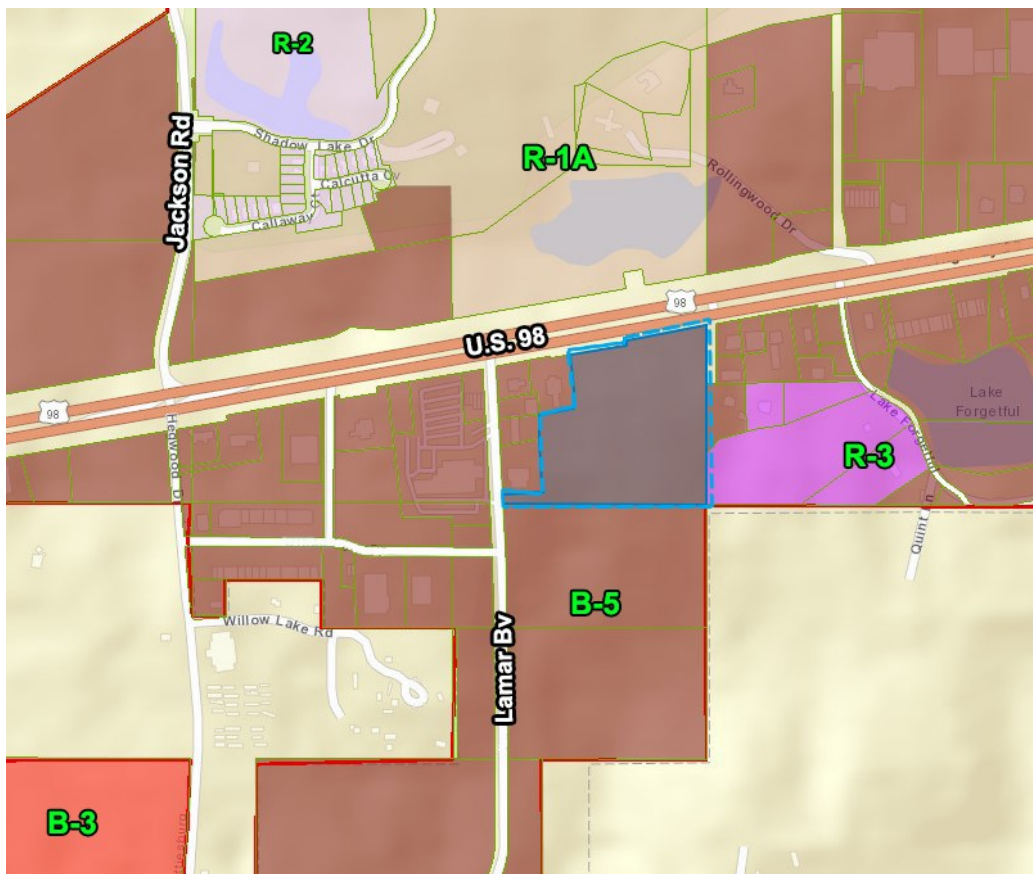
The petitioners request the subdivision of a 30.95 acre lot located near the intersection of HWY U.S 98 and Lamar Boulevard.



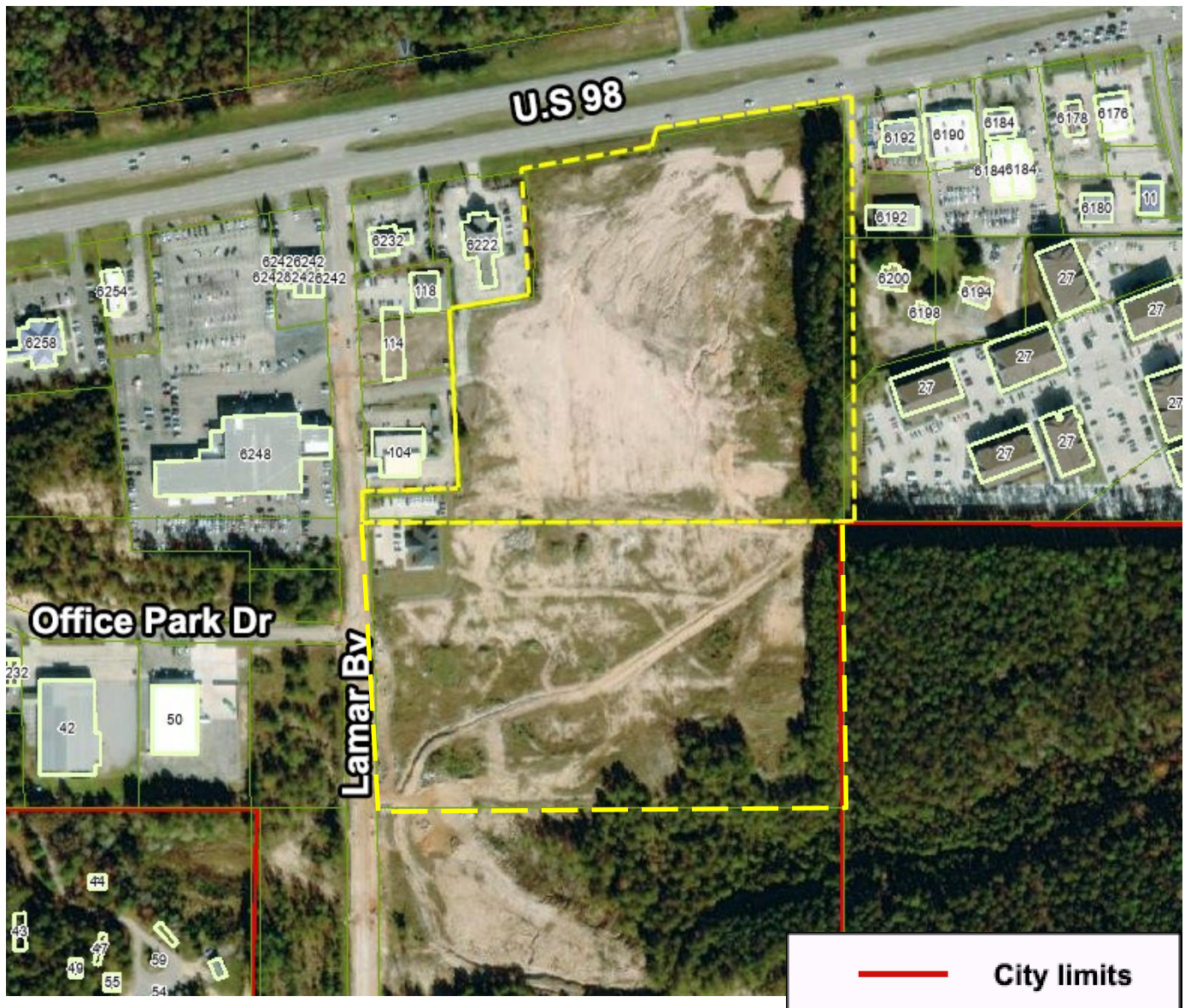
Vicinity Map—Ward 3



Surrounding Zoning



Site Aerial



Surrounding Area

Northern Direction: R-1A Single-Family Residential (Shadow Ridge)



Southern Direction: B-5 Regional Business District

Surrounding Area

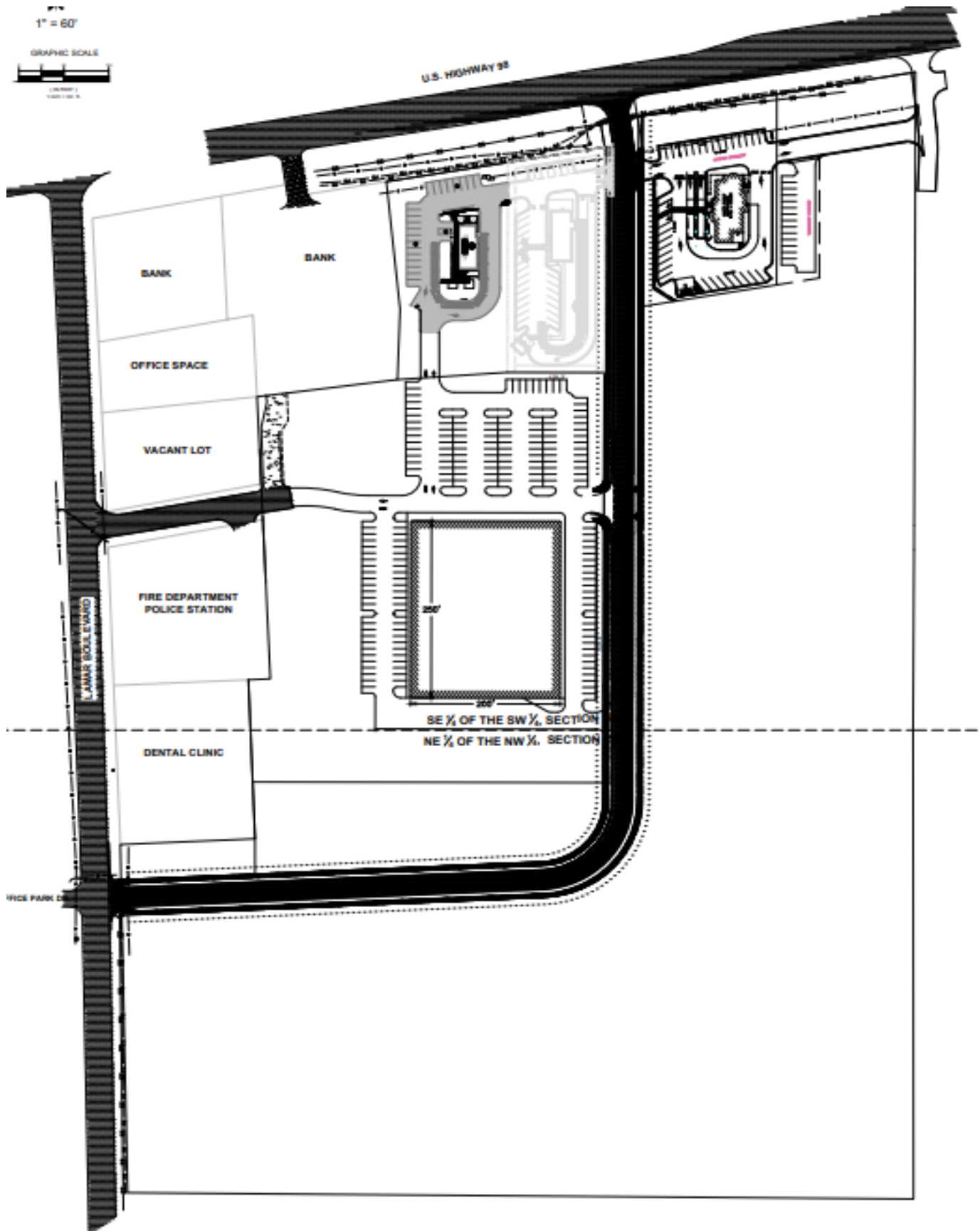
Eastern Direction: B-5 Regional Business District



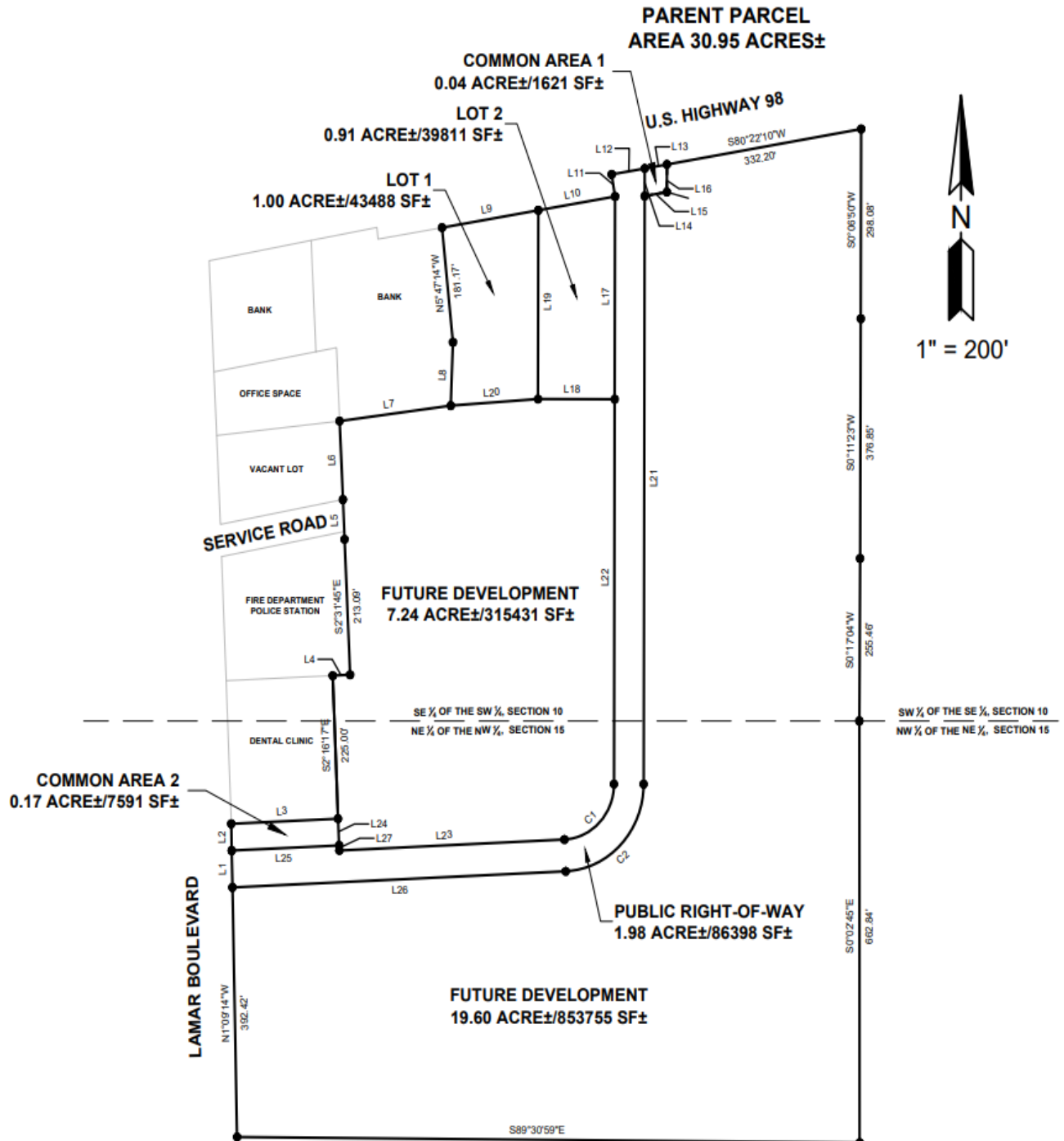
Western Direction: B-5 Regional Business District



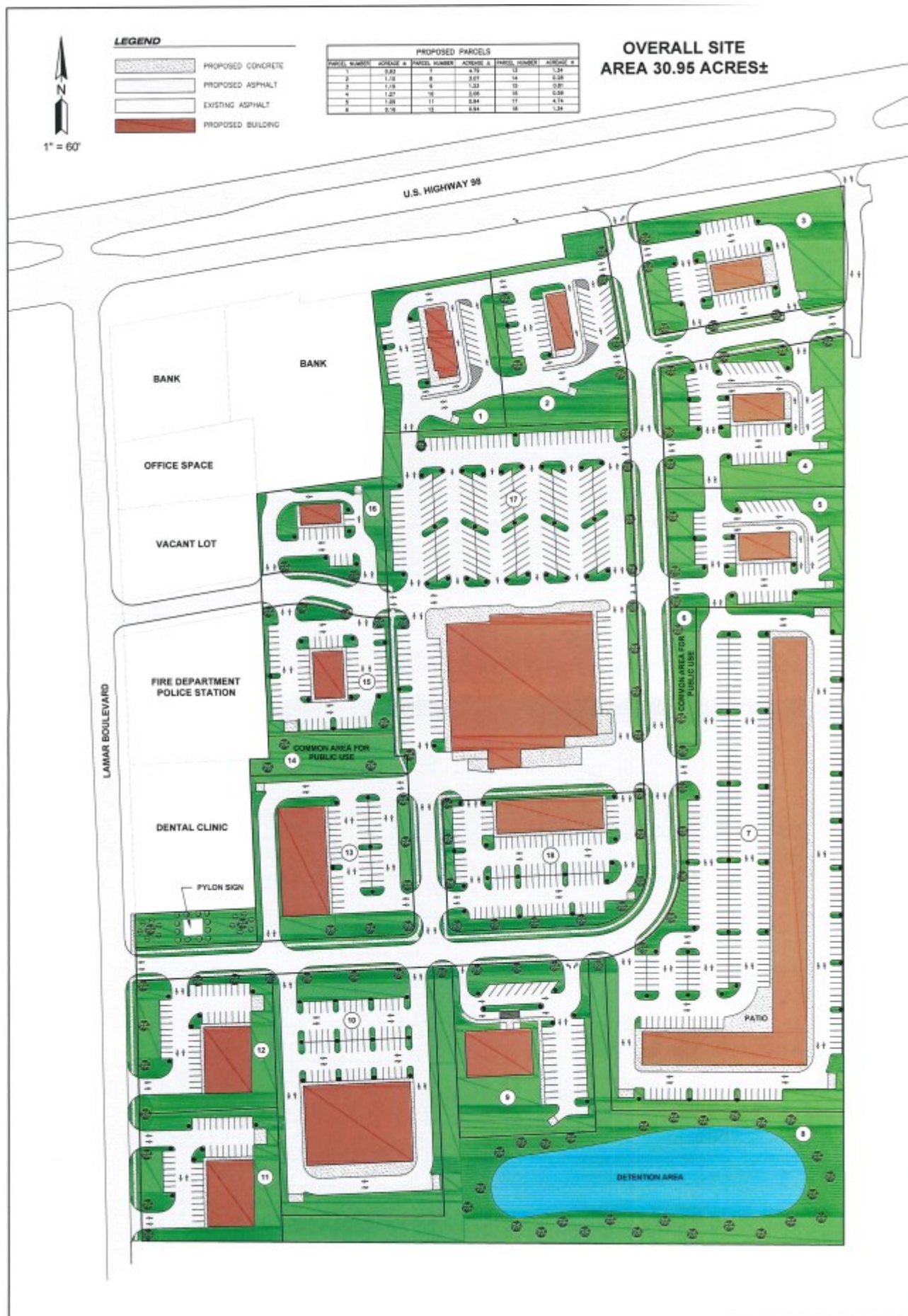
Proposed Master Plan (not approved in site plan review)



Proposed Site Plan (not approved in site plan review)



Conceptual Master Plan (not reflective of current plan)



PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
 Department of Urban Development
 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:**Application for (check all appropriate types):**

- ☐ Variance (details below) ☐ Conditional Use (details below) ☐ Re-Zoning (details below)
☒ Subdividing of Lot, Parcel or Tract ☐ Overlay District
☐ Street or Alley Renaming ☐ Vacating Street or Alley
☐ Planned Mixed-Use District ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign ☐ Setback (front, side or rear _____) ☐ Off-site Parking
☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space
☐ Other _____

Land Development Code Section No. _____

Section No. _____

Section No. _____

Staff Information
 – do not
 complete

FOR CONDITIONAL USE PERMIT ONLY:

Check Applicable Type:

- ☐ Automotive filling station ☐ Group facility or home ☐ Care Center (type _____)
☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Solar Farm
☐ Restaurant ☐ Telecommunications ☐ Other _____

Land Development Code Section No. _____

Staff Information

FOR RE-ZONING ONLY:

Existing Zoning: _____

Proposed Zoning: _____

Public Hearing Contact Information Form

City of Hattiesburg - Planning Division

Note: A Pre-Application submittal must contain a completed application form and a concept plan drawn to scale.

Pre-Application Date: [Click here to enter a date.](#)

Planner:

Today's Date: [Click here to enter a date.](#)

Project Name: Hattiesburg Market Place

Proposed Use(s): Commercial Development

Project Street Address: U.S. Highway 98

PPIN Number(s) (If unknown, can be found on tax receipt): 24497

Parcel Number(s): 052Q-10-044.000

Flood Zone(s): X Historic District(s):

Zoning District(s): B-5 Proposed Cost of the Project: \$2,000,000

Project Representative Information

Name: Hunter Andrews, P.E., P.S.

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☒ Engineer

☐ Other (Specify):

Phone: 601-794-4565

Fax:

Email: hunter@andrewsengineering.net

Mailing Address: P.O. Box 1935, Purvis, MS 39475

Name: Jason Graham

☐ Applicant ☒ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone: 601-794-2253

Fax:

Email: JASON@THEGRAHAMBUILDING.COM

Mailing Address: P.O. Box 1207, Purvis, MS 39475

Name:

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone:

Fax:

Email:

Mailing Address:

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **OWNER(S)** OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at

40 DEEP SOUTH LAKE PURVIS MS
Street Address City State

on this the 22 day of MARCH, 2023.

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.

on this the 22 day of MARCH, 2023.

Jason Graham
Property Owner (print)

[Signature]
Property Owner (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named

Jason Graham

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 22nd day of March, 2023.

My Commission Expires: February 11, 2024

Vickie Smith Williamson
NOTARY PUBLIC



APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

40 DEEP SOUTH LANE PURVIS MS
Street Address City State

on this the 22 day of MARCH, 2023.

JASON GRAHAM
Applicant (print)

[Signature]
Applicant (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named

Jason Graham

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 22nd day of March, 2023.

Vickie Smith Williamson
NOTARY PUBLIC

My Commission Expires:

February 11, 2024



PLANNING COMMISSION & BOARD OF ADJUSTMENT - PETITIONER REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: _____ 5:00 p.m. (End of business day)

Hattiesburg Planning Commission & Board of Adjustment Meeting Date: _____ Time: 1:00 p.m.
(Always the first Wednesday of each month - you or your representative MUST attend)

There is a 10 day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Meeting Date- (you or your representative should attend): _____ Time: 4:00 p.m.

City Council Meeting (Vote) Date - (you or your representative may attend): _____ Time: 5:00 p.m.

There is an additional 10 day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30 day appeal period for Zoning or Street closing/ re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by City no final site plan review approvals or building permits could be issued prior to these dates.

If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

- _____ Site Diagram (11"x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed buildings, signs, parking areas, etc. (Different standard may be accepted only per approval from Staff)
- _____ Site & Design Review Committee, if needed.
- _____ Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required.)
- _____ Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to glowrey@hattiesburgms.com or planning@hattiesburgms.com.
- _____ An affidavit (page 3 & 4) attesting that the applicant or representing party (if other than owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be separate document)
- _____ A letter of approval/denial from all adjoining property owners must be obtained and submitted with application (Variance application only).
- _____ Other documents needed (per Planning Division).
 - _____ Maps of Digital Billboard Removal Sites _____ Maps of Digital Billboard Replacement sites
 - _____ Documentation on measurements _____ Other _____
- _____ Payment to the City of Hattiesburg for filing application in the amount of \$_____.

***You may be responsible for posting a sign (prepared by Planning Division staff)
a minimum of fifteen (15) days prior to the hearing date.***

You will be responsible for maintaining the sign for the duration of the public hearing process.

Required Fees

All fees adopted by Ordinance Number 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) ----- \$ 175.00 per application and one
Variance request; plus \$50.00 for each additional variance request within same application

Street/Alley Naming or Re-Naming ----- \$300.00 per application, plus
\$100.00 per required street name sign if approved*

*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.

Street/Alley Closing ----- \$300.00 per application

[Conditional] Use Permit ----- \$200.00 per application

Zoning Change ----- \$400.00 per application*
(*see PUD or PRD & zoning package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD), &
[Planned Mixed-Use District PMU] ----- \$400.00 per application
(*see PUD or PRD & zoning \package rate) Or (**see PUD or PRD & Subdivision of Land package)

Planned Unit Development (PUD) or Planned Residential Development (PRD) with
Zoning Change package* ----- \$600.00 per package application

Subdivision of Land (Preliminary Plats) ----- \$225.00 per application, plus
\$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)
Note: Final Plats should be submitted to the governing body for approval within 12 months
of approval of preliminary plats.

Planned Unit Development (PUD) or Planned Residential Development (PRD) with
Subdivision of Land package ** ----- \$500.00 per application, plus
\$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)

Change in Land Development Code Text ----- \$200.00 per application

Appeal Fees for Proponent or Opponent appeals to City Council --- \$50.00 per appeal
Exempt from fees – Established Neighborhood Associations

Cancellation / Re-notification fee on any public hearing process (Planning Commission or City Council)
that is tabled or cancelled at the owner/developer's request ----- \$50.00 (per each 100 mailing labels)

ALL ITEMS, EXCEPT SINGLE-FAMILY RESIDENTIAL SINGLE LOTS, MUST GO THROUGH SITE PLAN REVIEW PROCESS UPON APPROVAL OF PUBLIC HEARING APPLICATIONS AND THE FOLLOWING ADDITIONAL FEES WILL APPLY:

Plan Review Fees:

Site Plan Review is required for all development, EXCEPT owner/occupied single-family residential, and those determined by the Building Official to be inapplicable. Note: The public hearing fees include one Concept Review for those actions that require Site Review:

New construction reviews, including billboards/LED signs – (includes initial submittal and 2 re-submittals) -----	\$200.00 for first acre, plus \$30.00 for each additional acre, or fraction thereof, of development
Expansion or renovation construction reviews (includes initial submittal and 2 re-submittals) -----	\$100.00 for first acre, plus \$30.00 for each additional acre, or fraction thereof, of development
Fourth and subsequent new, expansion or renovation Construction reviews --	\$ 50.00 each additional submittal
Expedient Process Lot Subdivision (up to 3 commercial lots) -----	\$150.00
Concept Review (general layout review only) -----	\$ 50.00
New use type(s) in existing building(s) -----	\$ 50.00

Make all checks payable to the City of Hattiesburg

Subdividing of Lot, Parcel or Tract Information (1_page)

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains 30.95 acres Square Footage/Acres

Lot Area Requirement: none (per B-5 zoning)

Lot Frontage Requirement: 100' at setback (per B-5 zoning)

Existing use of lot/parcel/tract vacant/road construction

To be subdivided into 8 lots/parcels (including parent parcel) – outlined below.

Newly subdivide d Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.	1.00 AC	YES	NO	U.S. HIGHWAY 98		
2.	0.91 AC	YES	NO	U.S. HIGHWAY 98 & HATTIESBURG MARKET PLACE (PROPOSED)		
3.	0.02 AC	YES	NO	U.S. HIGHWAY 98 & HATTIESBURG MARKET PLACE (PROPOSED)		
4.	0.21 AC	YES	NO	LAMAR BOULEVARD & HATTIESBURG MARKET PLACE (PROPOSED)		
5.	7.24 AC	YES	NO	SERVICE ROAD AT FIRE DEPARTMENT & HATTIESBURG MARKET PLACE (PROPOSED)		
6.	19.62 AC	YES	NO	U.S. HIGHWAY 98, LAMAR BOULEVARD & HATTIESBURG MARKET PLACE (PROPOSED)		
7.	1.95 AC	YES	NO	U.S. HIGHWAY 98, LAMAR BOULEVARD & HATTIESBURG MARKET PLACE (PROPOSED)		
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel	30.95 AC	YES	NO	U.S. HIGHWAY 98 & LAMAR BOULEVARD		
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

Use extra copies of this form if needed for additional lots.

2. Infrastructure required:

Water/Sewer X Gas X Electric X Telephone X Cable X Streets X

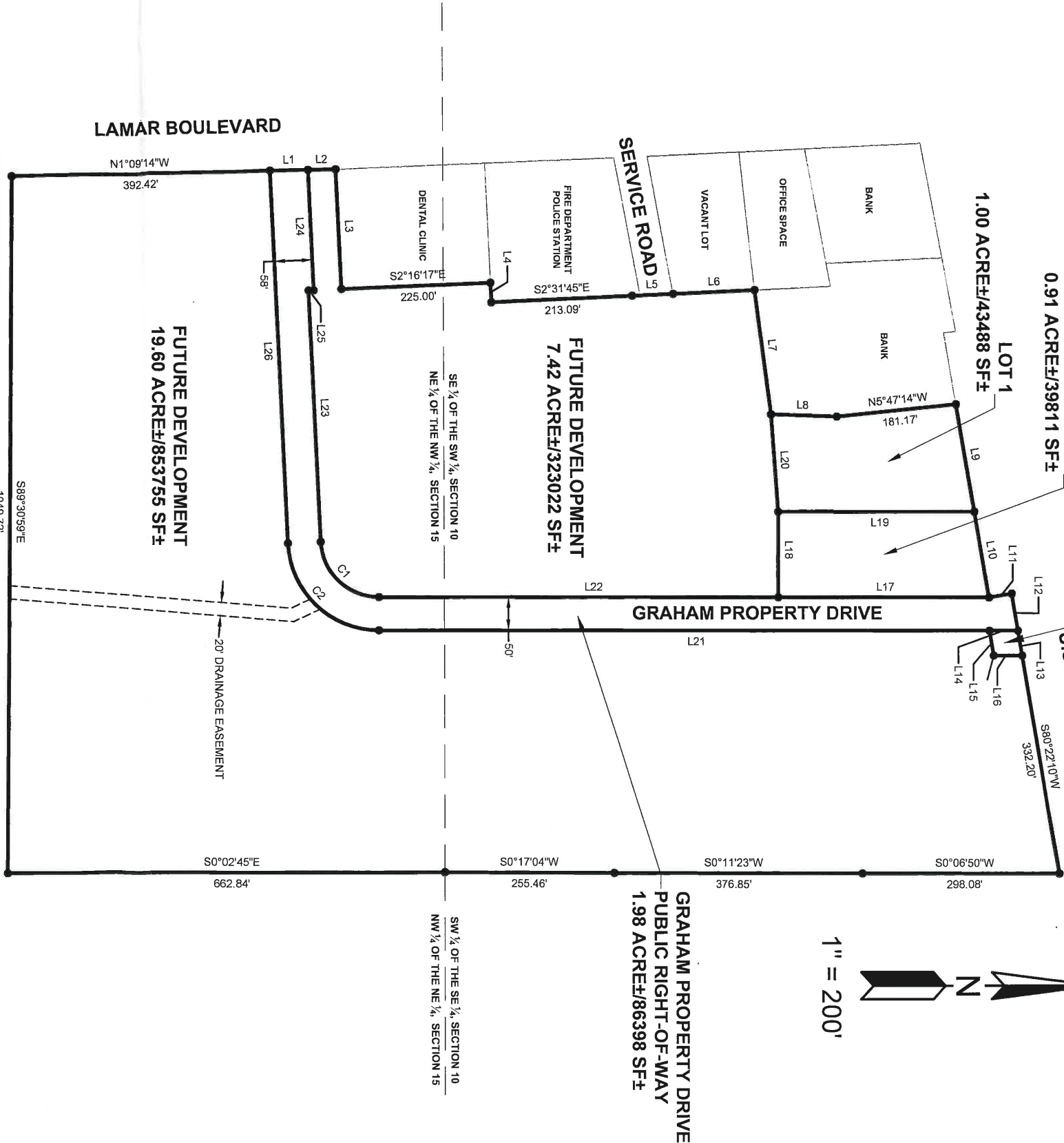
COMMON AREA 1
0.04 ACRES±/1621 SF±

LOT 2
0.91 ACRES±/39811 SF±

LOT 1
1.00 ACRES±/43488 SF±

U.S. HIGHWAY 98

1" = 200'



PARCEL LINE DATA

SEGMENT	LENGTH	DIRECTION
L1	58.02'	N1°09'14"W
L2	42.01'	N1°09'14"W
L3	180.22'	S87°25'44"W
L4	29.37'	S87°25'44"W
L5	62.60'	S2°31'45"E
L6	123.56'	S2°36'22"E
L7	189.13'	N82°38'20"E
L8	99.63'	N2°01'06"E
L9	164.57'	N80°28'29"E
L10	131.20'	N80°28'29"E
L11	35.03'	S9°20'05"E
L12	56.57'	N80°22'10"E
L13	37.92'	N80°22'10"E
L14	43.37'	N0°06'50"E

PARCEL LINE DATA

SEGMENT	LENGTH	DIRECTION
L15	37.92'	S80°22'10"W
L16	43.37'	S0°06'50"W
L17	318.77'	S0°06'50"W
L18	129.35'	S89°53'10"E
L19	296.80'	S0°06'50"W
L20	147.31'	N86°00'34"E
L21	924.41'	N0°06'50"E
L22	604.89'	S0°06'50"W
L23	379.87'	S87°25'44"W
L24	181.26'	S87°25'44"W
L25	8.00'	S2°34'16"E
L26	562.57'	N87°25'44"E

PARCEL CURVE DATA

SEGMENT	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C1	133.34'	87.50'	87°18'54"	120.81'	N43°46'17"E
C2	209.54'	137.49'	87°19'21"	189.84'	N43°46'17"E

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 10 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)
COMMENCING AT A CAPPED IRON PIN AT THE NE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN S0°02'45"E ALONG THE EAST LINE OF THE SAID FORTY FOR 662.84' TO AN IRON PIN AT THE SE CORNER OF THE N 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 15; THENCE RUN N89°30'59"W ALONG THE SOUTH LINE OF THE N 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, SAID RIGHT-OF-WAY LINE OF LAMAR BOULEVARD; THENCE RUN N1°09'14"W ALONG THE SAID RIGHT-OF-WAY LINE FOR 492.45' TO A CAPPED IRON PIN; THENCE RUN N87°25'44"E FOR 180.22' TO A CAPPED IRON PIN; THENCE RUN N2°16'17"W FOR 225.00' TO AN IRON PIN; THENCE RUN N87°25'44"E FOR 29.37' TO AN IRON PIN; THENCE RUN N2°31'45"W FOR 213.09' TO AN IRON PIN; THENCE RUN N2°31'45"W FOR 62.60' TO CRIMPED TOP PIPE; THENCE RUN N2°36'22"W FOR 123.56' TO AN IRON PIN; THENCE RUN N82°38'20"E FOR 189.13' TO AN IRON PIN; THENCE RUN N2°01'06"E FOR 99.63' TO AN IRON PIN; THENCE RUN N5°47'14"W FOR 181.17' TO AN IRON PIN ON THE SOUTHERN RIGHT-OF-WAY OF U.S. HIGHWAY #98; THENCE RUN N80°28'29"E ALONG SAID RIGHT-OF-WAY FOR 295.77' TO AN IRON PIN; THENCE RUN N9°20'05"W ALONG SAID RIGHT-OF-WAY FOR 35.03' TO A BRASS DISC RIGHT-OF-WAY MARKER; THENCE RUN N80°22'10"E ALONG SAID RIGHT-OF-WAY FOR 426.69' TO A COTTON SPINDLE AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF U.S. HIGHWAY #98 AND THE EAST LINE OF SE 1/4 OF THE SW 1/4 OF SECTION 10; THENCE RUN S0°06'50"W ALONG THE EAST LINE OF THE SAID FORTY FOR 298.08' TO AN IRON PIN; THENCE RUN S0°11'23"W ALONG SAID FORTY LINE FOR 376.85' TO A CONCRETE MONUMENT; THENCE RUN S0°17'04"W ALONG SAID FORTY LINE FOR 255.46' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 30.95 ACRES MORE OR LESS.

PREPARED BY



P.O. Box 1935
Purvis, Mississippi 39475
(601) 794-4565
hunter@andrewsengineering.net

PRELIMINARY COMMERCIAL SUBDIVISION LAYOUT
(THIS IS NOT A CERTIFIED BOUNDARY SURVEY
AND IS FOR GOVERNMENTAL REVIEW ONLY)



(IN FEET)
1 inch = 200ft.

GRAPHIC SCALE

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains 30.95 acres Square Footage/Acres

Lot Area Requirement: none (per B-5 zoning)

Lot Frontage Requirement: 100' at setback (per B-5 zoning)

Existing use of lot/parcel/tract vacant/road construction

To be subdivided into 86 lots/parcels (including parent parcel) – outlined below.

Newly subdivide d Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.	1.00 AC	YES	NO	U.S. HIGHWAY 98		
2.	0.91 AC	YES	NO	U.S. HIGHWAY 98 & GRAHAM PROPERTIES DRIVE (PROPOSED)		
3.	0.04 AC	YES	NO	U.S. HIGHWAY 98 & GRAHAM PROPERTIES DRIVE (PROPOSED)		
4.	7.42 AC	YES	NO	SERVICE ROAD AT FIRE DEPARTMENT, LAMAR BLVD & GRAHAM PROPERTIES DR (PROPOSED)		
5.	19.60 AC	YES	NO	U.S. HIGHWAY 98, LAMAR BOULEVARD & GRAHAM PROPERTIES DRIVE (PROPOSED)		
6.	1.98 AC	YES	NO	U.S. HIGHWAY 98, LAMAR BOULEVARD & GRAHAM PROPERTIES DRIVE (PROPOSED)		
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel	30.95 AC	YES	NO	U.S. HIGHWAY 98 & LAMAR BOULEVARD		
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

Use extra copies of this form if needed for additional lots.

2. Infrastructure required:

Water/Sewer X Gas X Electric X Telephone X Cable X Streets X

478

FILED

2017 AUG 21 PM 1 15

WAYNE SMITH
CHANCERY CLERK

THIS INSTRUMENT PREPARED BY:

Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

Indexing Instructions: The property described in this instrument is situated in the SE¼ of SW¼, Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi. Please index accordingly in the sectional index.

RETURN TO:

Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

STATE OF MISSISSIPPI

COUNTY OF LAMAR

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTORS

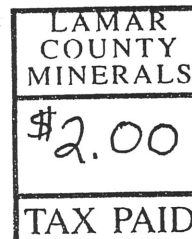
WILMER J. MORRIS, III
38 Rollingwood
Hattiesburg, MS 39402
(601) 268-0235

and

MARTHA JO MORRIS HOWELL
1206 Poplar Road
Corinth, MS 38824
(662) 286-5653

do hereby grant, bargain, sell, convey and warrant unto GRANTEE

GRAHAM DEVELOPMENT, LLC,
a Mississippi limited liability company
P.O. Box 1207
Purvis, MS 39475
(601) 794-2253



the following described real property, lying and being situate in Lamar County, Mississippi, described as follows, to-wit:

A parcel of land being part of the SE¼ of the SW¼, Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows: (bearings are based on Grid North)

Commencing at a capped iron pin at the SE corner of the SE¼ of the SW¼ of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run North 0°17'04" East along the East line of the said forty for 255.46 feet to a concrete monument; thence run North 0°11'23" East for 34.41 feet to a capped iron pin for the Point of Beginning; thence run South 89°42'38" West for 869.41 feet to a capped iron pin; thence run North 2°31'45" West for 62.60

run North 82°38'20" East for 189.13 feet to a capped iron pin; thence run North 2°01'06" East for 99.63 feet to an iron pin; thence run North 5°47'14" West for 181.17 feet to an iron pin on the Southern right of way of U.S. Highway #98; thence run North 80°28'29" East along the said right of way for 295.77 feet to a capped iron pin; thence run North 9°20'45" West along the said right of way for 35.03 feet to a brass disc right of way marker; thence run North 80°15'26" East along the said right of way for 427.24 feet to a cotton spindle at the intersection of the Southern right of way of U.S. Highway #98 and the East line of the SE¼ of the SW¼; thence run South 0°06'50" West along the East line of the said forty for 298.08 feet to an iron pin; thence run South 0°11'23" West along the said East line for 342.44 feet back to the Point of Beginning; said parcel contains 9.89 acres, more or less; all together with all improvements thereon and appurtenances thereunto belonging.

Grantors and Grantees shall pro-rate county and state ad valorem taxes for 2017.

The above warranty and this conveyance is made subject to prior reservations of oil, gas and other minerals by former owners. Grantors herein reserve any and all oil, gas and other minerals that they may own lying in and under the above described real property.

The above warranty and this conveyance is made subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, reservations and conveyances.

The above warranty and this conveyance is made subject to any and all covenants, restrictions or conditions of record or in use of the subject property, and any and all rights of way and easements for public roads and public utilities as presently laid out, constructed or in use.

The above warranty and this conveyance is made subject to those certain subdivision regulations of record in Minute Book 59 at Page 202, Minute Book 82 at Page 282, Minute Book 112 at Pages 144 and 290, and Minute Book 148 at Page 706 and recorded in Ordinances Book 1 at Page 507 and to those site plan regulations of record in Minute Book 142 at Page 173, Minute Book 148 at Page 727 and recorded in Ordinances Book 1 at Page 528.

The above warranty and this conveyance is made subject to that easement to Pearl River Valley Electric Power Association dated September 28, 2004, and recorded in Land Deed Book 17-I at Page 664 in the office of the Chancery Clerk of Lamar County, Mississippi.

The above warranty and this conveyance is made subject to those easements to South Mississippi Electric Power Association dated November 7, 1996, and recorded in Land Deed Book 12-N at Page 138 and dated November 15, 1996, and recorded in Land Deed Book 12-N at Page 506 in the office of the Chancery Clerk of Lamar County, Mississippi.

The above warranty and this conveyance is made subject to that easement for ingress and egress, overhead electric power lines and private drive encroachment as shown on the survey by Andrews Engineering, PLLC dated August 4, 2017, attached hereto and made a part hereof.

Grantors herein warrant that the above described real property does not constitute a part of their respective homesteads, nor is it adjacent thereto.

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WITNESS MY SIGNATURE on this 21st day of August, A.D., 2017.

Wilmer J. Morris III
WILMER J. MORRIS, III

STATE OF MISSISSIPPI

COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of August, A.D., 2017, within my jurisdiction, the within named **WILMER J. MORRIS, III**, who acknowledged that he executed the above and foregoing instrument.

My Commission Expires:



[Signature]
NOTARY PUBLIC

WITNESS MY SIGNATURE on this 18th day of August, A.D., 2017.

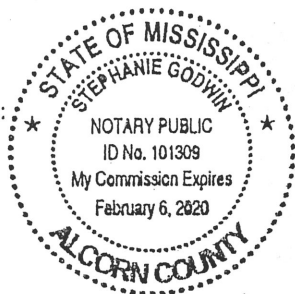
Martina Jo Morris Howell
MARTHA JO MORRIS HOWELL

STATE OF MISSISSIPPI

COUNTY OF Alcorn

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18th day of August, A.D., 2017, within my jurisdiction, the within named MARTHA JO MORRIS HOWELL, who acknowledged that she executed the above and foregoing instrument.

My Commission Expires:



Stephanie Godwin
NOTARY PUBLIC

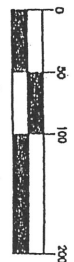


CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI
LAMAR COUNTY
Wayne Smith, Chancery Clerk
LD Book 26-D Page 478-482
Indexed ☒ Recorded ☒ Abstracted ☒
Sharon Herrin D.C.

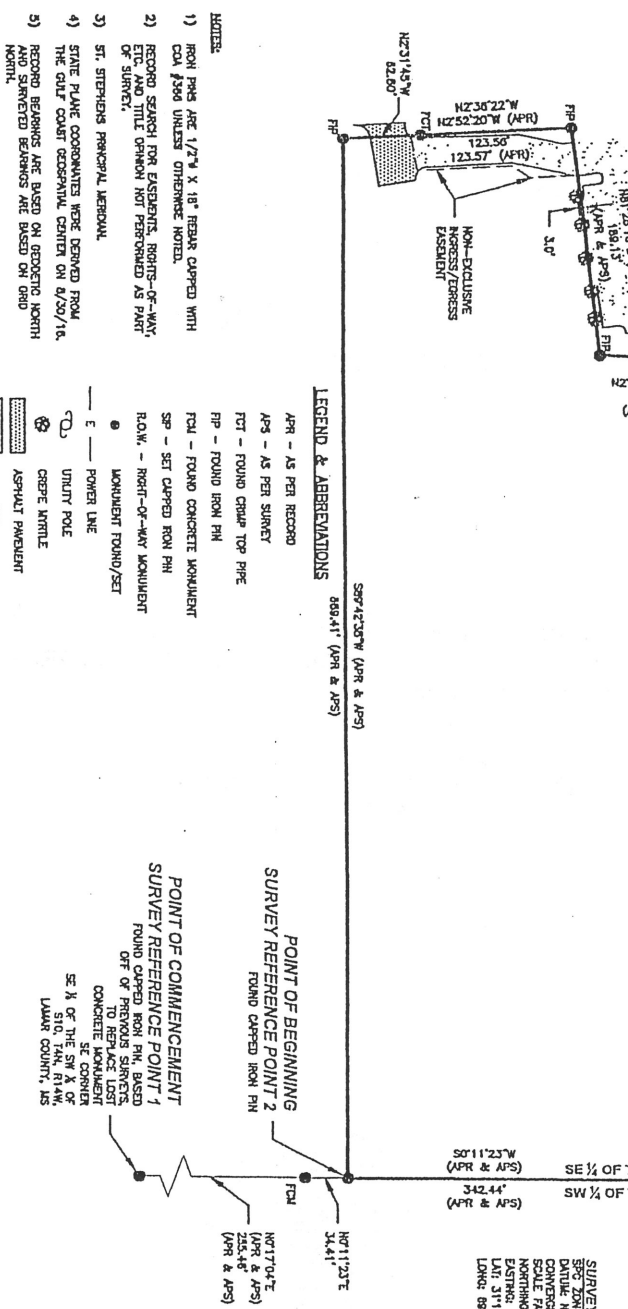
482

- REFERENCE MATERIAL:
1. TAX MAPS AND TAX DATA.
 2. WARRANTY DEEDS ON FILE IN THE LUMAR COUNTY CHANCERY CLERK'S OFFICE: DB 71, PG 221; DB 164, PG 879; DB 234, PG 80; DB 164, PG 721.
 3. STREET DEED ON FILE IN THE LUMAR COUNTY CHANCERY CLERK'S OFFICE: DB 164, PG 721.
 4. SURVEY PERFORMED BY CASEY L. BENEDICT DATED 9/20/14.
 5. SURVEY PERFORMED BY CASEY L. BENEDICT DATED 9/18/16.
 6. SURVEY PERFORMED BY MICHAEL T. WATTS DATED 8/10/03.
 7. SURVEY PERFORMED BY RICHARD B. BRANTLEY DATED 01/13/14.

GRAPHIC SCALE



9.89 ACRES±



- LEGEND & ABBREVIATIONS
- APR - AS PER RECORD
 - APS - AS PER SURVEY
 - FCT - FOUND CRAP TOP PIPE
 - FIP - FOUND IRON PIN
 - FCL - FOUND CONCRETE MONUMENT
 - SP - SET CAPPED IRON PIN
 - R.O.W. - RIGHT-OF-WAY MONUMENT
 - MONUMENT FOUND/SET
 - E - POWER LINE
 - UTILITY POLE
 - CRP - CRP W/INTE
 - ASPHALT PAVEMENT
 - CONCRETE

POINT OF BEGINNING
SURVEY REFERENCE POINT 2
FOUND CAPPED IRON PIN

POINT OF COMMENCEMENT
SURVEY REFERENCE POINT 1
FOUND CAPPED IRON PIN, BASED
OFF OF PREVIOUS SURVEYS.
TO REPLACE LOST
CONCRETE MONUMENT
SE 1/4 OF THE SW 1/4 OF
S10, T4N, R14W,
LUMAR COUNTY, MS

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PART OF THE SE 1/4 OF THE SW 1/4, SECTION 10, TOWNSHIP 4 NORTH, RANGE 14 WEST, LUMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS ARE BASED ON GRID NORTH):

COMMENCING AT A CAPPED IRON PIN AT THE SE CORNER OF THE SE 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 14 WEST, LUMAR COUNTY, MISSISSIPPI; THENCE RUN N67°10'42\"



PREPARED FOR: GRAHAM DEVELOPMENT, LLC.

I CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CASEY L. BENEDICT
MS PS No. 3280

Date _____

BEARINGS ORIENTED BY: GPS (GRID NORTH)

SURVEYED BY: CLB

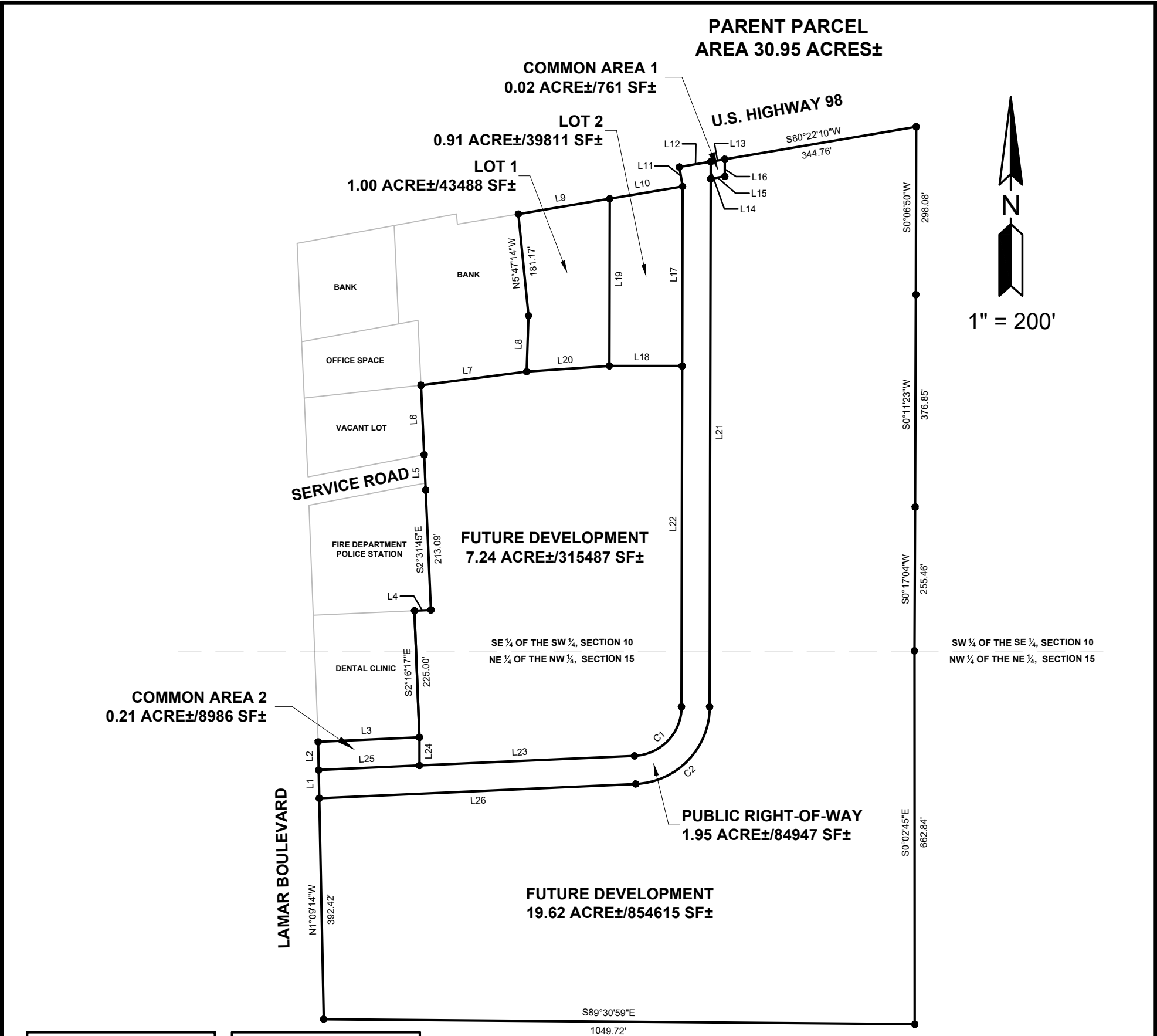
DRAWN BY: CLB

CLASS OF SURVEY: B

PROJECT #: 2004-026

DATE: 8/4/2017





PARCEL LINE DATA		
SEGMENT	LENGTH	DIRECTION
L1	50.02'	N1°09'14"W
L2	50.02'	N1°09'14"W
L3	180.22'	S87°25'44"W
L4	29.37'	S87°25'44"W
L5	62.60'	S2°31'45"E
L6	123.56'	S2°36'22"E
L7	189.13'	N82°38'20"E
L8	99.63'	N2°01'06"E
L9	164.57'	N80°28'29"E
L10	131.20'	N80°28'29"E
L11	35.03'	S9°20'05"E
L12	56.57'	S80°22'10"W
L13	25.37'	S80°22'10"W

PARCEL LINE DATA		
SEGMENT	LENGTH	DIRECTION
L14	30.44'	N0°06'50"E
L15	25.37'	S80°22'10"W
L16	30.44'	S0°06'50"W
L17	318.77'	S0°06'50"W
L18	129.35'	S89°53'10"E
L19	296.80'	S0°06'50"W
L20	147.31'	N86°00'34"E
L21	937.35'	N0°06'50"E
L22	604.89'	S0°06'50"W
L23	382.12'	S87°25'44"W
L24	50.05'	S0°00'00"E
L25	179.21'	S87°25'44"W
L26	562.57'	N87°25'44"E

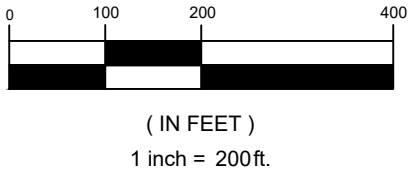
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SEGMENT	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
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COMMENCING AT A CAPPED IRON PIN AT THE NE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN S0°02'45"E ALONG THE EAST LINE OF THE SAID FORTY FOR 662.84' TO AN IRON PIN AT THE SE CORNER OF THE N 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 15; THENCE RUN N89°30'59"W ALONG THE SOUTH LINE OF THE N 1/2 OF THE NE 1/4 OF THE NW 1/4 FOR 1049.72' TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF LAMAR BOULEVARD; THENCE RUN N1°09'14"W ALONG THE SAID RIGHT-OF-WAY LINE FOR 492.45' TO A CAPPED IRON PIN; THENCE RUN N87°25'44"E FOR 180.22' TO A CAPPED IRON PIN; THENCE RUN N2°16'17"W FOR 225.00' TO AN IRON PIN; THENCE RUN N87°25'44"E FOR 29.37' TO AN IRON PIN; THENCE RUN N2°31'45"W FOR 213.09' TO AN IRON PIN; THENCE RUN N2°31'45"W FOR 62.60' TO CRIMPED TOP PIPE; THENCE RUN N2°36'22"W FOR 123.56' TO AN IRON PIN; THENCE RUN N82°38'20"E FOR 189.13' TO AN IRON PIN; THENCE RUN N2°01'06"E FOR 99.63' TO AN IRON PIN; THENCE RUN N5°47'14"W FOR 181.17' TO AN IRON PIN ON THE SOUTHERN RIGHT-OF-WAY OF U.S. HIGHWAY #98; THENCE RUN N80°28'29"E ALONG SAID RIGHT-OF-WAY FOR 295.77' TO AN IRON PIN; THENCE RUN N9°20'05"W ALONG SAID RIGHT-OF-WAY FOR 35.03' TO A BRASS DISC RIGHT-OF-WAY MARKER; THENCE RUN N80°22'10"E ALONG SAID RIGHT-OF-WAY FOR 426.69' TO A COTTON SPINDLE AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF U.S. HIGHWAY #98 AND THE EAST LINE OF SE 1/4 OF THE SW 1/4; THENCE RUN S0°06'50"W ALONG THE EAST LINE OF THE SAID FORTY FOR 298.08' TO AN IRON PIN; THENCE RUN S0°11'23"W ALONG SAID FORTY LINE FOR 376.85' TO A CONCRETE MONUMENT; THENCE RUN S0°17'04"W ALONG SAID FORTY LINE FOR 255.46' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 30.95 ACRES MORE OR LESS.

GRAPHIC SCALE



PREPARED BY



P.O. Box 1935
Purvis, Mississippi 39475
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hunter@andrewsengineering.net

PRELIMINARY COMMERCIAL SUBDIVISION LAYOUT
(THIS IS NOT A CERTIFIED BOUNDARY SURVEY
AND IS FOR GOVERNMENTAL REVIEW ONLY)

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
May 3rd, 2023**

Board Members Roll Call:

Members Present:

1. Mark Miller (Chair)
2. Amy Hinton (Vice Chair)
3. Rebekah Ray
4. Rhoda Pickett
5. Dick Conville
6. Carlos Wilson
7. Jeff Keyseear (Online)
8. Charles Dawe (Online)

Members Absent

1. Michael Dickerson
2. Elayne Lockett
3. Luke McNair

Staff Present:

1. Nathan Satcher, Planner II
2. Wiley Quinn, Director of Urban Development
3. Jim Gladden, Esq.
4. Kevin Bates, Building Official
5. Cory Long, AICP, Planning Manager
6. Andrea Garcia, Planner I

Mark Miller, Chair, declared the Hattiesburg Planning Commission meeting open and in session at 1:00 p.m.

AGENDA REVIEW

There came the matter of the April 2023 Agenda. Commissioner Ray made a motion to accept the agenda, seconded by Commissioner Wilson. All members present were in favor.

Motion:

Made by Rebekah Ray

Second:

Made by Carlos Wilson

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

MINUTES REVIEW

The minutes were reviewed. Rebekah Ray noted a spelling error in one of the commissioner's names and included the correction as part of the motion. The motion was seconded by Commissioner Hinton. All members present were in favor.

Motion:

Made by Rebekah Ray

Second:

Made by Amy Hinton.

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

BUSINESS MEETING

1. Building Report
2. Planning Report
3. Chair's Report

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for April 2023. He shared there was an increase in residential building permits compared to the previous month, half of

those were roofing permits. Commercial building permits increased as well. Overall, single-family residential building permits increased by 200 compared to last year.

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Planner. He shared that the request to rezone a property on Mamie St was tabled by City Council. Commissioner Conville asked if the decision on 1601 Hardy St was appealed. Mr. Satcher replied that this was approved under certain conditions. Planning Manager Long mentioned that there was an upcoming commissioner training on May 19th. He also shared that subdivision regulations will be addressed.

CHAIR'S REPORT

There came the matter of the Chair's Report. Chair Miller thanked the commissioners for their continued work.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

A petition has been filed by Earl Clayburn, owner, as required in the Land Development Code, Ord. No. 3209, to close and vacate an undeveloped alley, which is located north of Lurlyne Street and East of Edwards Street between 1924 Edwards Street and 9 Lurlyne Street (Forrest County, Ward 5).

Comments:

The planning staff introduced the request. Commissioner Hinton asked if there were some plans for development once the alley is closed, however, no plans were made at the moment. Chair Miller asked about the surrounding parcels. Mr. Satcher replied that the owner contacted the surrounding property owners for their approval on this process. No more comments were made to the staff. Chair Miller opened the public hearing. The owner Earl Clayburn came to speak on behalf of the proposal. No opponents were present and the public hearing was closed for this case.

Presented by:

Earl Clayburn

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Conville

Second:

Made by Vice Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Item B:

A petition has been filed by Gerry & Jennifer Mallory representative for Jimmie Jones, owner, as required in the Land Development Code, Ord. No. 3209, to request a conditional use for “Lodging – bed and breakfast inn” in an R-1A Zone (Residential District) for a property located at 416 Bay Street, (Parcel No. 2-029P-10-286.00; PPIN 19204, Forrest County, Ward 4).

Comments:

Staff noted the applicant was unable to attend the hearing and had requested the item be presented at the June Planning Commission Hearing. Commissioner Conville made a motion to table the request to the next Planning Commission Hearing.

Motion:

Made by Commissioner Conville

Second:

Made by Vice Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		

Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Item C:

A petition has been filed by Hunter Andrews representative for Graham Development, LLC, owner, as required in the Land Development Code, Ord. No. 3209, to request a Major Subdivision in a B-5 Zone (Regional Business District) for a property located at Lamar Boulevard and Highway 98, (Parcel No. 052Q-10-044.000, 052Q-10-044.002, 055B-15-001.000; PPIN 24497, 37027, 12113 Lamar County, Ward 3).

Comments:

The planning staff introduced the case. The objective of the request was to request preliminary plat approval for a major subdivision, as well as the construction of a road located near U.S Hwy 98 and Lamar Boulevard. Comments were made by the planning staff. A question was raised by Chair Miller about whether the road was built under the correct standards, Planning Manager Long stated that this road had the minimum requirements according to the Land Development Code. Commissioner Conville inquired about the street trees, and Mr. Long answered that the list of native species was being considered for this purpose. Commissioner Pickett asked if the new road had a center turn lane, Mr. Long stated that there were located in U.S Hwy 98 (right in and right out).

Then Chair Miller opened the public hearing portion of the meeting. Representative Billy Andrews (Attorney) came to speak on behalf of the project. He stated that the process began in June 2021, with an initial proposal for a minor subdivision; however, the idea changed over time and it is now being considered as a major subdivision. According to him, this project had been administratively approved by the City's Engineering Department. Commissioner Ray asked if any feedback had been received and representative Andrews replied that no feedback or complaints had been received. Commissioner Conville questioned the Conceptual Master Plan shown on the presentation, and expressed his concerns about the areas destined for stormwater retention. Mr. Andrews explained that such plan was just a concept and each owner will be responsible for their own stormwater retention areas.

Commissioner Hinton asked about the location of the Starbucks building. She expressed her concerns about the current situation with this business in Midtown, and asked if the part of Hwy 98 will face the same traffic issues. Mr. Satcher stated that this Starbucks location will not create the same problem seen in midtown area. Then, Hunter Andrews (Engineer) joined to the public hearing. Commissioner Conville expressed his concerns regarding the conceptual plan, which displays 10 turn lanes for entering the different businesses, and considered that even though the plan was conceptual, this situation will become real overtime. Mr. Andrews stated

that the only turn lanes approved were located on Lamar Blvd and U.S Hwy 98. In order to prevent traffic issues in this area, Commissioner Conville explained that the whole picture must be considered. Mr. Satcher responded that these intersections will need to meet the design standards and requirements in the LDC that will help mitigate these issues.

Then Chair Miller closed the public hearing. Commissioner Keysear asked the staff if there were any traffic studies in the Lamar Blvd intersection. Mr. Satcher replied that no studies were available but perhaps MDOT had information regarding the traffic flow in that intersection. Vice Chair Hinton suggested a traffic study for this location. Mr. Andrews questioned the reliability of the study (if performed) since it is still unknown what types of business will be present in this area and the changes in traffic flow that these may create. Commissioner Pickett asked if the interior of the road could be widened to address possible traffic problems on the turn lanes. Mr. Andrew replied that this road is not supposed to allow high speed and is designed according to the LDC standards. According to Mr. Long, the Planning Commission might have been able to influence the design of this subdivision if the meeting had been held before construction began. However, every single development to be made in this major subdivision will have to be approved by the Planning Commission.

Commissioner Keysear made the motion to approve with the recommendation that a traffic study will be performed for the Lamar Blvd intersection. Mr. Satcher stated that additional traffic studies should be completed before the final plat is approved. Commissioner Conville seconded this motion but suggested additional traffic studies in the future as new businesses establish in the area.

Presented by:

Mr. Billy Andrews (Attorney) and Hunter Andrews (Engineer)

Proponents:

2. Hunter Andrews (Engineer)

Opponents:

3. None

Motion:

Made by Commissioner Keysear

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keysear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		

Rhoda Pickett		X	
Carlos Wilson	X		

Item D:

A petition has been filed by Constance Burnside representative for Bengie Leatherwood, owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification from an A-1 Zone (Agricultural District) to an A-2 (Agricultural Residential District) for a property located at 496 N. Hattiesburg Avenue, (Parcel No. 2-042D-26-104.00; PPIN 6760, Forrest County, Ward 5).

Comments:

The planning staff introduced the case. Comments were made by the planning staff Commissioner Hinton asked under what circumstances an A-1 parcel could be surrounded by several residential zones. In Mr. Satcher's opinion, the current location may have been considered low-density and designated as an agricultural zone by the City when they established zones for this area. Vice Chair Hinton asked if this situation could be resolved with a variance instead of rezoning. Mr. Long said that this is not allowed through conditional use and variance would change the density of this zone with no real hardship. Rezoning was the least invasive approach. Chair Miller mentioned that if this could be managed through a variance, everyone else would like to do this as well. Then Chair Miller opened the public hearing; the applicant Constance Burnside came to speak in behalf of this proposal.

Vice Chair Hinton asked the applicant if she would have access to all the utilities once she gets the necessary permits. Chair Miller closed the public hearing portion. Commissioner Dowe expressed his concern about facilitating mobile homes. Commissioner Hinton mentioned that this situation should not be looked as facilitating mobile homes. Everything around this location is residential (high density) and the transition from A-1 to A-2 is not a problem since the character of the neighborhood is changing. Additionally, mobile homes are only allowed in agricultural zones. Vice Chair Hinton made the motion to approve based on changes of the surrounding area of the neighborhood. Dr Miller seconded this motion as well as Commissioner Wilson.

Presented by:

Constance Burnside, Applicant

Proponents:

2. None

Opponents:

4. None

Motion:

Made by Vice Chair Hinton

Second:

Made by Mark Miller (Chair) and Commissioner Wilson

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

BUSINESS MEETING

No items were presented in the business meeting.

Adjournment:

The meeting was adjourned at 3:15 p.m.

Motion:

Made by Vice Chair Hinton

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Mark Miller, Chair

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 16, 2023

Re: Adopt a Resolution authorizing the execution and delivery of the City of Hattiesburg, Mississippi Convention Promotion Tax Revenue Bonds, Series 2023 (The "Bonds") in the principal amount of not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000); stating that no petition or other objection of any kind or character against the issuance of the bonds was filed with the city' approving the form of an Indenture or Trust and the form of and the execution and delivery of Pledge Agreement and a Private Placement Agreement in connection with the issuance of the bonds; authorizing the sale of the bonds; approving the forms of and authorizing the execution of certain other documents in connections with the bonds; and for related purposes.
File Number: 2023-320
Minute Book #

Summary

Recommendation Statement

Please place this on the May 16, 2023 City Council meeting for consideration.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **16th** day of **May 2023**, the following General Bond Resolution:

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING THE EXECUTION AND DELIVERY OF THE CITY OF HATTIESBURG, MISSISSIPPI CONVENTION PROMOTION TAX REVENUE BONDS, SERIES 2023 (THE "BONDS") IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000); STATING THAT NO PETITION OR OTHER OBJECTION OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF THE BONDS WAS FILED WITH THE CITY; APPROVING THE FORM OF AN INDENTURE OF TRUST AND THE FORM OF AND THE EXECUTION AND DELIVERY OF A PLEDGE AGREEMENT AND A PRIVATE PLACEMENT AGREEMENT IN CONNECTION WITH THE ISSUANCE OF THE BONDS; AUTHORIZING THE SALE OF THE BONDS; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE BONDS; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and the City Council (the "**Governing Body**") of the City of Hattiesburg, Mississippi (the "**City**"), acting for and on behalf of the City, is authorized pursuant to Chapter 952, Local and Private Laws of 1991, as amended by Chapter 854, Local and Private Laws of 1992, as amended by Senate Bill Senate Bill No. 3367, 1994 Regular Session of the Mississippi Legislature, as amended, as the same may be in effect from time to time (collectively, the "**Act**"), and other applicable laws of the State of Mississippi (the "**State**") to issue revenue bonds for the purposes set forth therein, including, but not limited to, (i) the development, construction, furnishing, equipping, erecting and operation of convention and tourism-related facilities within the City, and all improvements, expansions and additions thereto, including but not limited to, the Serengeti Springs Waterpark Development, the Sixth Street Museum District Development, the Lawn at Lake Terrace Development, the Zoo Expansion/Development and improvements to the Convention Center for the promotion of tourism and conventions in the City; (ii) for any other authorized purposes under the Act (collectively, the "**City Project**"), (iii) funding a debt service reserve fund, if applicable, and (iv) paying the costs of borrowing, including any costs for bond insurance premium, if applicable (collectively, the "**Project**"), secured by the Convention Promotion Tax (as defined herein) and any additional revenues derived from the City Project; and

WHEREAS, on April 4, 2023, the Governing Body adopted a resolution (the "**Intent Resolution**") declaring its intention to issue revenue bonds of the City pursuant to the Act, and/or (b) to enter into a loan with the Mississippi Development Bank, pursuant to the Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended, in either case in one or more taxable or tax-exempt series, all in a total aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000); and

WHEREAS, pursuant to applicable law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Hattiesburg Post (The Pine Belt News)*, a newspaper published in and having a general circulation within the

City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time, with the first publication being not less than twenty-one (21) days prior May 16, 2023, and the last publication being made not more than seven (7) days prior to May 16, 2023, thereby allowing the Governing Body to authorize the issuance of revenue bonds and/or enter into said loan with the Mississippi Development Bank, such notice being published on April 20, 27 and May 4 and 11, 2023, as evidenced by the publisher's affidavit heretofore presented and filed, and attached hereto as **EXHIBIT D**; and

WHEREAS, on or prior to the hour of 4:00 o'clock p.m. on May 16, 2023, no written petition signed by ten percent (10%) or Fifteen Hundred (1500), whichever is less, qualified electors of the City objecting to and protesting against the issuance of revenue bonds of the City and/or entering into said loan with the Mississippi Development Bank, nor any other objection of any kind or character against the issuance of revenue bonds of the City and/or entering into said loan with the Mississippi Development Bank as described in the Intent Resolution had been filed with the City Clerk of the City (the "**City Clerk**") or presented by the qualified electors of the City; and

WHEREAS, the Governing Body does hereby find, determine and adjudicate that the Intent Resolution was duly published as required by law and that no written protest or other objection of any kind or character against the issuance of the revenue bonds of the City and/or entering into said loan with the Mississippi Development Bank, was filed by qualified electors of the City with the City Clerk as described in the Intent Resolution and the Governing Body does hereby authorize and approve the issuance of such revenue bonds of the City and/or entering into said loan with the Mississippi Development Bank to raise money for the Project, all in accordance with the Act without any election on the question of the issuance thereof; and

WHEREAS, the City is authorized under the provisions of the Act, and other applicable laws of the State, to issue the City of Hattiesburg, Mississippi Convention Promotion Tax Revenue Bonds, Series 2023 (the "**Series 2023 Bonds**") in an aggregate principal amount of not to exceed \$7,500,000, in one or more taxable or tax-exempt series, in order to finance the Project; and

WHEREAS, the Series 2023 Bonds shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of the Series 2023 Bonds, but the same, together with the interest thereon, shall be payable solely from the special sales tax of the City authorized by the Act allowing, among other things, the City to levy a special sales tax in an amount not to exceed two percent (2%) of the gross income of (a) restaurants, (b) on-premises alcoholic beverage retailer permittees, and (c) alcoholic beverage package retailer permittees for the purpose of providing funds for the development, construction, furnishing, equipping, erecting and operation of convention and tourism-related facilities within the City which are designed to attract conventions and promote tourism into the City, including the City Project (the "**Convention Promotion Tax**") and any additional revenues derived from the City Project; and

WHEREAS, pursuant to an Indenture of Trust, dated as of the date of delivery (the "**Indenture**"), between the City and a to be determined trustee (the "**Trustee**"), the City will issue the Series 2023 Bonds in an aggregate principal amount of not to exceed \$7,500,000 to fund the Project; and

WHEREAS, the City, the Hattiesburg Convention Commission (the “**Commission**”) and the Trustee will enter into a Pledge Agreement, dated as of the date of delivery (the “**Pledge Agreement**”), pursuant to which the City and the Commission, will pledge the proceeds of the Convention Promotion Tax to the Trustee as security for the Series 2023 Bonds; and

WHEREAS, the Series 2023 Bonds will be sold at a private negotiated sale (the “**Private Placement Transaction**”) to a to be determined purchaser or purchasers (the “**Lender**”) pursuant to the terms and provisions of a Term Sheet for Execution (the “**Commitment**”) of the Lender, if applicable and a Private Placement Agreement (the “**Private Placement Agreement**”), by and between Raymond James & Associates, Inc., as placement agent (the “**Placement Agent**”) and the City; and

WHEREAS, there have been submitted to this meeting forms of

- (a) the Indenture under which the Series 2023 Bonds will be issued and by which they will be secured,
- (b) the Pledge Agreement, pledging the proceeds of the Convention Promotion Tax to the Trustee for the Series 2023 Bonds,
- (c) the Placement Agreement providing for the terms and conditions of the sale of the Series 2023 Bonds to the Lender; and

WHEREAS, it appears that each of the documents above referred to, which documents are now before the Governing Body, is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, all other conditions, acts and things required by the Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this General Bond Resolution, the issuance of the Series 2023 Bonds, the execution of the Indenture, the Pledge Agreement and the Placement Agreement have happened and have been performed in regular and due time, form and manner as required by law; and

WHEREAS, it is proposed that the City should take all such additional actions, authorize the preparation and distribution of such documents and authorize such other actions and proceedings as shall be necessary in connection with the sale and issuance of the Series 2023 Bonds and the financing of the Project and the costs incurred by the City in connection with the Series 2023 Bonds; and

WHEREAS, the issuance of the Series 2023 will not exceed any limitation upon indebtedness which may be incurred by the City; and

WHEREAS, it has now become necessary that the Governing Body proceed to make provision for the execution, issuance and delivery of the Series 2023 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, THAT THE FOLLOWING BOND GENERAL BOND RESOLUTION BE ADOPTED PURSUANT TO THE PROVISIONS OF THE ACT AND THE CONSTITUTION AND LAWS OF THE STATE:

**GENERAL BOND RESOLUTION
CITY OF HATTIESBURG, MISSISSIPPI**

ADOPTED May 16, 2023

Not to Exceed

\$7,500,000

**CITY OF HATTIESBURG, MISSISSIPPI
CONVENTION PROMOTION TAX REVENUE BONDS, SERIES 2023**

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ARTICLE I.

DEFINITIONS, EXHIBITS AND MISCELLANEOUS

SECTION 1.1. Definitions. As used in this General Bond Resolution, unless the context shall otherwise require, the following terms shall have the following respective meanings.

Accountant

“Accountant” shall mean a reputable, experienced and recognized firm of independent certified public accountants selected by the City or the Commission, which may be the firm of accountants which regularly audits the books of the City or the Commission, as applicable.

Act

"Act" shall mean collectively, Chapter 952, Local and Private Laws of 1991, as amended by Chapter 854, Local and Private Laws of 1992, as amended by Senate Bill Senate Bill No. 3367, 1994 Regular Session of the Mississippi Legislature, as amended, as the same may be in effect from time to time.

Additional Bonds

“Additional Bonds” shall mean additional bonds issued hereafter on a parity with the Series 2023 Bonds and secured by City Revenues and shall mean those obligations provided for in Section 2.05 of the Indenture.

Annual Budget

"Annual Budget" shall mean the budget or amended budget in effect as provided in or adopted pursuant to Section 6.6 hereof.

Authorized City Representative

"Authorized City Representative" shall mean the Mayor or the President of the Governing Body or the City Clerk or any other person or persons at the time designated to act on behalf of the City and furnished to the Trustee, containing the specimen signature of each such person.

Basic Payments

"Basic Payments" shall mean the payments required by Section 4.1 of this General Bond Resolution and any Parity Indebtedness for the specific period designated under this General Bond Resolution and any resolution adopted pursuant to any Parity Indebtedness.

Bond Construction Account

"Bond Construction Account" means the account by that name created by the Indenture executed in connection with the issuance of the Series 2023 Bonds.

Bond Counsel

"Bond Counsel" shall mean an attorney or firm of attorneys approved by the City that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code. Bond Counsel shall initially mean Butler Snow LLP, Ridgeland, Mississippi.

Bond Documents

"Bond Documents" shall mean the Indenture, this General Bond Resolution, the Series 2023 Bonds, the Tax Certificate, the Pledge Agreement, the Placement Agreement and all other agreements, instruments, documents, notices of assignment, schedules, assignments, pledges, powers of attorney, leases, trust account agreements, certificates, consents, contracts, notices, and all other written matter and all amendments, modifications, supplements, extensions and restatements thereof and thereto, and all agreements, notes, documents or instruments delivered in substitution therefor, or in lieu thereof, whether heretofore, now, or hereafter executed by or on behalf of the City, the Commission or any other person which are delivered to the Trustee, or any participant with respect to the transactions contemplated in the Indenture.

Bond Register

"Bond Register" shall mean the registration records of the City kept by the Trustee to evidence the registration and transfer of the Series 2023 Bonds.

Bond Proceeds

"Bond Proceeds" shall mean proceeds from the sale of the Series 2023 Bonds at the public offering price including accrued interest, if any, from the dated date of the Series 2023 Bonds to the date of delivery thereof, including interest earnings thereon.

Bondholder

"Bondholder," "Holder" or "holder of Series 2023 Bonds" or "owner of Series 2023 Bonds" or any similar term shall mean the Registered Owner of any Series 2023 Bond in whose name a Series 2023 Bond is registered in the Bond Register.

Certificate

"Certificate" shall mean, as the case may be, either (a) a signed document attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or

(b) a signed document setting forth matters to be determined by an Authorized City Representative pursuant to this General Bond Resolution.

City

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

City Clerk

"City Clerk" shall mean the duly appointed and/or acting City Clerk of the City.

City Project

"City Project" shall mean together, providing projects as authorized under the Act, including but not limited to (i) the development, construction, furnishing, equipping, erecting and operation of convention and tourism-related facilities within the City, and all improvements, expansions and additions thereto, including but not limited to, the Serengeti Springs Waterpark Development, the Sixth Street Museum District Development, the Lawn at Lake Terrace Development, the Zoo Expansion/Development and improvements to the Convention Center for the promotion of tourism and conventions in the City; (ii) for any other authorized purposes under the Act.

City Revenues

"City Revenues" shall mean a pledge of the revenues derived from the Convention Promotion Tax and any additional revenues derived from the City Project, pursuant to the Act.

Closing Date

"Closing Date" shall mean, in connection with the Series 2023 Bonds, the date on which the Series 2023 Bonds are delivered by the City and paid for by the Lender, for and on behalf of the Placement Agent pursuant to the Placement Agreement.

Code

"Code" or "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations promulgated thereunder.

Convention Promotion Tax

"Convention Promotion Tax" shall mean the special sales tax authorized by the Act allowing, among other things, the City to levy a special sales tax in an amount not to exceed two percent (2%) of the gross income of (a) restaurants, (b) on-premises alcoholic beverage retailer permittees, and (c) alcoholic beverage package retailer permittees for the purpose of providing funds for the development, construction, furnishing, equipping, erecting and operation of

convention and tourism-related facilities within the City which are designed to attract conventions and promote tourism into the City, including the City Project.

Convention Promotion Tax Revenue Fund

“Convention Promotion Tax Revenue Fund” means the revenue fund so designated which is created and established by Section 5.1 of this General Bond Resolution which meets the requirements provided under the Act.

Commission

“Commission” shall mean the Hattiesburg Convention Commission, created by and existing pursuant to the Act.

Completion Certificate

“Completion Certificate” shall mean the Certificate of Completion required by Section 3.5 hereof.

Completion Date

“Completion Date” shall mean the date set forth in the Completion Certificate in Section 3.5 hereof.

Costs of the City Project

"Costs of the City Project" shall mean, to the extent permitted by the Act and the Code and as applicable, whether incurred prior to or after the date of this General Bond Resolution, all moneys necessary to fund the City Project.

Debt Service Reserve Fund

"Debt Service Reserve Fund" means the fund by that name created by the Indenture executed in connection with the issuance of the Series 2023 Bonds.

Debt Service Reserve Fund Requirement

“Debt Service Reserve Fund Requirement” shall initially be funded and defined, as required by the Indenture.

Depository

"Depository" shall mean any bank, trust company or national banking association selected by the City or the Commission and approved by the Trustee as a depository of monies and securities held under the provisions of this General Bond Resolution, and its successor or assign or successors or assigns.

Discharge Date

"Discharge Date" shall mean the date on which all Outstanding Series 2023 Bonds are discharged under Article IX of the Indenture.

Event of Default

"Event of Default" shall mean any of the events set forth in Section 9.1 hereof.

Fiduciary

"Fiduciary" or "Fiduciaries" shall mean the Trustee, the paying agent, the Depository or any or all of them, as may be appropriate.

Fiscal Year

"Fiscal Year" shall mean, when used with respect to the City, a period beginning on October 1 in any year and ending on September 30 of the following year or such other twelve-month period as may be adopted by the City in accordance with law.

Fund or Funds

"Fund" of "Funds" shall mean any fund described in Article VI of the Indenture.

General Account

"General Account" shall mean the account by that name established by Section 6.02 of the Indenture.

General Bond Resolution

"General Bond Resolution" means this General Bond Resolution, as may be amended and supplemented from time to time.

Governing Body

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

Indenture

"Indenture" shall mean the Indenture of Trust, dated the date of delivery of the Series 2023 Bonds, by and between the City and Trustee, as the same may from time to time be amended or supplemented as therein provided.

Interest Payment Date

"Interest Payment Date" shall mean each June 1 and December 1, commencing December 1, 2023, and ending on the date of payment in full of the Series 2023 Bonds, unless otherwise provided in the Placement Agreement.

Investment Securities

"Investment Securities" means and includes all securities, instruments and the like in which the City is authorized to invest its funds under applicable law.

Issuance Expenses

"Issuance Expenses" shall mean any and all costs and expenses relating to the issuance, sale and delivery of the Series 2023 Bonds, and the execution and delivery of this General Bond Resolution, the Indenture and the Series 2023 Bonds, including, but not limited to, all fees and expenses of legal counsel, financial consultants, the Placement Agent, the Commission, feasibility consultants and accountants, the initial fees and expenses of the Trustee, bond or reserve fund insurance premiums, if any, credit enhancements or liquidity facility fees, if any, the preparation and printing of this General Bond Resolution, the Series 2023 Bonds, the Indenture, any preliminary official statement and final official statement, if applicable, and all other related closing documents, and all other expenses relating to the issuance, sale and delivery of the Series 2023 Bonds required to be paid from the proceeds of the Series 2023 Bonds and any other costs which are treated as "issuance costs" within the meaning of Section 147(g) of the Code.

Lender

"Lender" shall mean the initial purchaser or purchasers of the Series 2023 Bonds, as provided in the Placement Agreement.

Mayor

"Mayor" shall mean the duly elected and/or acting Mayor of the City.

Net Proceeds

"Net Proceeds" shall mean Bond Proceeds, including any interest earnings thereon, less (a) accrued interest, if any, (b) deposits into the Debt Service Reserve Fund, if any and (c) such Bond Proceeds used to pay or reimburse for the payment of Issuance Expenses and any other neutral costs paid under the Indenture.

Opinion of Bond Counsel

"Opinion of Bond Counsel" shall mean an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the City and the Trustee.

Operation and Capital Expansion Reserve Fund

"Operation and Capital Expansion Reserve Fund" shall mean the fund so designated which is created and established by Section 5.1 hereof.

Operation and Maintenance Fund

"Operation and Maintenance Fund" means the fund so designated which is created and established by Section 5.1 hereof.

Operating Expenses

"Operating Expenses" means the Commission's operation and maintenance expenses which include the following: expenses for operation, maintenance, repairs, ordinary replacement and ordinary reconstruction of the City Project and shall include, without limiting the generality of the foregoing, administrative expenses, salaries for employees, utilities, labor, material, supplies and equipment necessary for the operation and maintenance of the City Project, insurance premiums, if any, legal, engineering and other consulting expenses, payments to pension, retirement, group life insurance, health and hospitalization funds, or other employee benefit funds, and any other expenses required to be paid by the Commission and applicable in the circumstances, and the expenses, liabilities and compensation of the Trustee required to be paid under this General Bond Resolution, all to the extent properly attributable to the Commission and the City Project.

Outstanding

"Outstanding" shall mean all Series 2023 Bonds which have been authenticated and delivered by the Trustee under this General Bond Resolution and the Indenture, except:

- (a) Series 2023 Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Series 2023 Bonds deemed paid under Article IX of the Indenture; and
- (c) Series 2023 Bonds in lieu of which other Series 2023 Bonds have been authenticated under the Indenture.

Parity Indebtedness

"Parity Indebtedness" shall mean indebtedness of the City, the payments of which are secured by a lien on the City Revenues on a parity with the lien securing the Series 2023 Bonds.

Placement Agent

"Placement Agent" shall mean Raymond James & Associates, Inc., Memphis, Tennessee, as Placement Agent for the Series 2023 Bonds.

Placement Agreement

"Placement Agreement" shall mean the Private Placement Agreement, dated the date of sale of the Series 2023 Bonds, by and among the Placement Agent and the City in connection with the Series 2023 Bonds.

Pledge Agreement

"Pledge Agreement" means the agreement by and among the City, the Commission and the Trustee under which the City and the Commission, among other things, will pledge the proceeds of the Convention Promotion Tax to the Trustee as security for the Series 2023 Bonds.

Project

"Project" shall mean providing funds for (a) the City Project, (b) funding the Debt Service Reserve Fund, and (c) paying the Issuance Expenses.

Redemption Account

"Redemption Account" shall mean the account by that name established by Section 6.02 of the Indenture.

Redemption Price

"Redemption Price," when used with respect to any Series 2023 Bond to be redeemed, shall mean the price at which it is to be redeemed pursuant to the Indenture.

Registered Owner

"Registered Owner" shall mean the person or persons in whose name any Series 2023 Bond shall be registered on the Bond Register.

Series 2023 Bonds

"Series 2023 Bonds" shall mean the not to exceed \$7,500,000 City of Hattiesburg, Mississippi Convention Promotion Tax Revenue Bonds, Series 2023 authorized pursuant to this General Bond Resolution and issued pursuant to the Indenture which have a lien on the City Revenues.

State

"State" shall mean the State of Mississippi.

Tax Certificate

"Tax Certificate" shall mean the Tax Regulatory Agreement and Arbitrage Certificate by the City delivered as of the Closing Date.

Term of this General Bond Resolution

"Term of this General Bond Resolution" shall mean the period of time commencing on the date of this General Bond Resolution and terminating on the final maturity date of the Series 2023 Bonds or upon earlier termination of this General Bond Resolution under Section 8.1 hereto, whichever date occurs sooner.

Treasury Regulations

"Treasury Regulations" shall mean all proposed, temporary or permanent federal income tax regulations then in effect and applicable.

Trustee

"Trustee" shall mean a to be determined trustee, or any successor trustee appointed, qualified and then acting as such under the provisions of the Indenture and as provided in the Placement Agreement.

SECTION 1.2. Exhibits. The Series 2023 Bonds shall be issued pursuant to the terms and provisions of the Indenture, and the form of the Series 2023 Bonds as provided in the Indenture, is hereby made a part of this General Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form, and the Authorized City Representative is hereby authorized and directed to execute and deliver the Series 2023 Bonds with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 1.3. City's Acts. Where the City is permitted or required to do or accomplish any act or thing hereunder, the City may cause the same to be done or accomplished by a third party selected by the City, including the Commission, with the same force and effect as if done or accomplished by the City.

SECTION 1.4. Rules of Interpretation.

(a) The words "herein" and "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this General Bond Resolution as a whole rather than to any particular section or subdivision of this General Bond Resolution.

(b) References in this General Bond Resolution to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this General Bond Resolution as originally executed.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and all computations provided for herein shall be made in accordance with generally accepted accounting principles consistently applied and applied on the same basis as in prior years.

(d) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this General Bond Resolution.

(e) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this General Bond Resolution.

(g) For purposes of this General Bond Resolution and the Indenture, a petition in bankruptcy shall be deemed dismissed only if either (a) the petition is dismissed by order of a court of competent jurisdiction and no further appeal rights exist from such order or (b) the City notifies the Trustee that such a dismissal has occurred.

(h) Any opinion of counsel required hereunder shall be a written opinion of such counsel.

ARTICLE II.

REPRESENTATIONS OF THE CITY

SECTION 2.1. Representations and Warranties of the City. The City represents, covenants and warrants as follows:

(a) The City is authorized under the Act to borrow money and to issue revenue bonds for the purpose of providing funds to finance costs of the Project.

(b) The Series 2023 Bonds are hereby authorized to be issued and sold in the principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) to raise money for the Project.

(c) The Commission has caused an estimate of the cost of such Project and has requested that the City issue the Series 2023 Bonds for which no other funds are available.

(d) That it is in the best interest of the City to issue the Series 2023 Bonds for the Project.

(e) That there are no bonds currently outstanding issued pursuant to the Act.

(f) The execution, delivery and performance by the City of this General Bond Resolution, the Pledge Agreement and the Series 2023 Bonds and each of the other Bond Documents to which it is a party are (1) within the City's governmental powers, and (2) have been duly authorized by all necessary actions of the governing body of the City.

(g) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the City of this General Bond Resolution, the Pledge Agreement and the Series 2023 Bonds and the other Bond Documents to which the City is a party.

(h) The City Project comprises an authorized purpose within the meaning of the Act.

(i) The Bond Proceeds, together with any other funds to be contributed to the City Project by the City or the Commission or otherwise in accordance with this General Bond Resolution, will be sufficient to pay the Costs of the City Project.

(j) The City has reviewed and approved the provisions of the Indenture. The Indenture by and between the City and the Trustee in the form submitted to this meeting and attached hereto as **EXHIBIT A**, is hereby made a part of this resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Authorized City Representative is authorized to approve such additional changes thereto as may be requested by the Lender. The City hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that many items governing the terms and conditions of this General Bond Resolution and the Series 2023 Bonds are based upon terms, limitations and conditions provided in the Indenture.

(k) The Placement Agreement in the form submitted to this meeting is and attached hereto as **EXHIBIT B** is hereby made a part of this resolution as though set forth in full herein and, shall be, and the same hereby is, approved in substantially said form. The Authorized City Representative is hereby authorized and directed to execute the Placement Agreement and any Commitment, if applicable, for and on behalf of the City, subject to the following conditions: (a) compliance by the City with the provisions of the Act; (b) the aggregate principal amount of the Series 2023 Bonds shall not exceed \$7,500,000; (c) the Series 2023 Bonds will bear interest at the rates to be provided in the Placement Agreement and the Series 2023 Bonds shall not bear a greater overall maximum interest rate to maturity than that allowed in Section 75-17-101, Mississippi Code of 1972, as amended and supplemented from time to time; (d) the term of Series 2023 Bonds shall not exceed fifteen (15) years from the date of delivery; and (e) the terms and provisions of the Series 2023 Bonds are in compliance with the Act.

(l) The Pledge Agreement by and among the City, the Commission, and the Trustee, in the form submitted to this meeting and attached hereto as **EXHIBIT C**, is hereby made a part of this resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Authorized City Representative is hereby authorized and directed to execute and deliver the Pledge Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

(m) To the best of City's knowledge, no public official of the City has either a direct or indirect financial interest in this General Bond Resolution nor will any public official either directly or indirectly benefit financially from this General Bond Resolution.

(n) This General Bond Resolution, the Pledge Agreement and the Series 2023 Bonds and the other Bond Documents to which the City is a party are legal, valid and binding obligations of the City, and are enforceable against the City, in accordance with their respective terms, except to the extent that the enforceability thereof may be limited (1) by bankruptcy, reorganization, or similar laws limiting the enforceability of creditors' rights generally or (2) by the availability of any discretionary equitable remedies.

(o) There is no pending action or proceeding before any court, governmental agency or arbitrator against or directly involving the City and, to the best of the City's knowledge, there is no threatened action or proceeding affecting the City or any of its assets before any court, governmental agency or arbitrator (1) which, in any case, may materially and adversely affect the financial condition or operations of the City as it relates to the City Project, the collection and pledge of the Convention Promotion Tax and the transactions contemplated therein, (2) which seeks to restrain or would otherwise have a material adverse effect on the transactions contemplated herein, or (3) which would affect the validity or enforceability of this General Bond Resolution, the Pledge Agreement and the Series 2023 Bonds or the other Bond Documents.

(p) The City is not in default in the payment or performance of any of its obligations or in the performance of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which it is a party or by which it or any of its assets may be bound, which default would have a material and adverse effect on the governmental functions, operations, assets or condition, financial or otherwise, of the City, either individually or taken as a whole or the collection or the pledge of the Convention Promotion Tax in accordance with the provisions of the

Act and this General Bond Resolution. No Event of Default hereunder or an "event of default" under the Series 2023 Bonds or any other Bond Document has occurred and is continuing. The City is not in default under any order, award or decree of any court, arbitrator, or governmental authority binding upon or affecting it or by which any of its assets may be bound or affected which default would have a material adverse effect on the governmental functions, operations, assets or condition, financial or otherwise, of the City, either individually or taken as a whole, and no such order, award or decree adversely affects the ability of the City to carry on its governmental functions as currently conducted or the ability of the City to perform its obligations under this General Bond Resolution, the Pledge Agreement and the Series 2023 Bonds and the other Bond Documents to which it is a party.

(q) The City is not a party to any contract or agreement or subject to any restriction which materially and adversely affects its governmental functions, its property or assets, or financial condition. The City is not a party to, or otherwise subject to any provision contained in, any instrument evidencing indebtedness of the City, any agreement relating thereto or any other contract or agreement (including their charters) which restricts or otherwise limits the incurring of the indebtedness to be represented by this General Bond Resolution, the Pledge Agreement and the Series 2023 Bonds and the other Bond Documents to which it is a party.

(r) The City is in compliance with all laws, orders, regulations and ordinances of all federal, foreign, state and local governmental authorities binding upon or affecting the governmental functions, operation or assets of the City, except for laws, orders, regulations and ordinances the violation of which would not, in the aggregate, have a material and adverse effect on the City's financial condition.

(s) There is no fact known to the City which materially adversely affects or in the future may (so far as the City can now foresee) materially adversely affect the property, assets or financial condition of the City which has not been set forth in this General Bond Resolution, the Series 2023 Bonds or in the other Bond Documents, prior to the date hereof in connection with the City Project, the collection and pledge of the Convention Promotion Tax and the transactions contemplated under the Bond Documents.

(t) The City hereby incorporates herein and makes each of the representations and warranties contained in the other Bond Documents to which it is a party, operative and applicable for the benefit of the Trustee as if the same were set forth at length herein.

(u) The City has approved the terms and provisions of the Indenture and the other Bond Documents.

SECTION 2.2. Survival. The foregoing representations, covenants and warranties of the City shall be continuing and shall survive the execution and delivery of this General Bond Resolution, the Pledge Agreement and the Series 2023 Bonds and the other Bond Documents. The disbursement of Series 2023 Bond Proceeds from the Bond Construction Account shall constitute a certification by the City that the aforesaid representations, covenants and warranties are true and correct in all material respects as of the date of such disbursement.

ARTICLE III.

APPLICATION OF SERIES 2023 BOND PROCEEDS; PAYMENT OF COSTS OF CITY PROJECT

SECTION 3.1. Application of Series 2023 Bond Proceeds.

The Series 2023 Bonds shall be delivered by the Trustee to the Lender upon payment of the purchase price therefor in accordance with the terms and conditions of the Placement Agreement and the Indenture. Simultaneously with the delivery of the Series 2023 Bonds by the Trustee to the Lender on the Closing Date, the Bond Proceeds less payment of Issuance Expenses, which expenses include the Placement Agent's fee, and less a deposit to the Debt Service Reserve Fund to fund the Debt Service Reserve Requirement, if applicable, will be deposited in the Bond Construction Account to be held by the Trustee and used to pay the Costs of the City Project.

SECTION 3.2. Construction of the City Project.

The City shall cause the Commission to construct and install the City Project in accordance with the Act. The Commission, as the City's designee, shall obtain all approvals requisite to the construction and installation of the City Project and shall construct and install the City Project in compliance with all federal, State and local laws and regulations. The City or the Commission, as the City's designee, will take such action and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts, including the correction of any defective work. Any amounts recovered as damages, refunds adjustments or otherwise in connection with the foregoing (a) if the City or the Commission, has corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the City or the Commission, as the City's designee, or (b) if the City or the Commission, as the City's designee, has not corrected, at its own expense, the matter which gave rise to such default or breach, such amounts shall be paid into the Bond Construction Account, unless recovered after delivery of the Completion Certificate and full disposition of the Bond Construction Account in accordance with Section 3.5 herein, in which case they shall be paid into the General Account under the Indenture.

SECTION 3.3. Completion of Construction.

The City shall cause the Commission to construct and install the City Project or cause the City Project to be constructed and installed, with all reasonable dispatch and shall cause the City Project to be completed on or before the Completion Date.

SECTION 3.4. Payment of Costs of the City Project.

(a) Payments of Costs of the City Project by the City shall be made by the Commission, as the City's designee, out of the Bond Construction Account upon presentation to the Commission (with copies to be furnished to the City upon its request) of invoices or statements from a contractor, vendor or other payee or other document reasonably acceptable to the Commission. All payments of Costs of the City Project by the Commission shall be made in accordance with the Act.

(b) Money in the Bond Construction Account, except as otherwise provided herein, shall be used solely for making disbursements by the Commission, as the City's designee, for payment of the Costs of the City Project as provided in this Article.

SECTION 3.5. Completion of City Project.

The completion of the City Project shall be evidenced to the Trustee by a certificate of completion (the "**Completion Certificate**") signed by an Authorized City Representative to the effect that, except for amounts retained by the City for the payment of Costs of the City Project not then due and payable, which shall be retained as provided in Section 3.6 herein, the City Project has been constructed and installed and substantially completed as of a date stated in such Completion Certificate to the City's satisfaction and in accordance with the Act, and is suitable and sufficient for its intended purposes.

The Completion Certificate shall specify the date as of which construction of the City Project was substantially completed. Notwithstanding the foregoing, the Completion Certificate shall state that it is given without prejudice to any rights the City or the Commission may have against third parties which may exist at the date of such Completion Certificate, or which may subsequently come into being. If additional payments out of the Bond Construction Account are then required, such payments shall be delivered by the Commission, as designee for the City, in the form specified in Section 3.4(a). Upon receipt of the items specified in this Section and Section 3.4, the Commission shall pay to any payee designated by the Commission or the City the amount requested, including any amount withheld pursuant to this Section 3.5.

SECTION 3.6. Disposition of Surplus Funds. If any monies remain in the Bond Construction Account (excluding monies earned on investments made pursuant to the Indenture) after payment of all costs then due and payable, such monies (except for amounts retained in the Bond Construction Account for payment of Costs of the City Project incurred but not then due and payable, which amounts shall be disbursed by the Commission, as the City's designee, on the terms and conditions set forth in Section 3.2 hereof) shall be deposited in the General Account and used to pay debt service on the Series 2023 Bonds.

SECTION 3.7. Insufficient Proceeds from the Series 2023 Bonds. The City does not make any warranty, either express or implied, that the monies which will be paid into the Bond Construction Account and which, under the provisions of this General Bond Resolution, will be available for payment of the Costs of the City Project, will be sufficient to pay all such costs. If after exhaustion of the monies in the Bond Construction Account, including the interest earned thereon, if any, the City or the Commission pays any portion of the Costs of the City Project, it shall not be entitled to any reimbursement therefor from the Trustee or the Bondholders, nor shall it be entitled to any diminution or postponement of the Basic Payments or Additional Charges payable hereunder and under the Series 2023 Bonds.

SECTION 3.8. Issuance of Series 2023 Bonds. Upon adoption of this General Bond Resolution and the execution of the Indenture, or as soon thereafter as practicable, the City will execute the Series 2023 Bonds and cause them to be authenticated by the Trustee and delivered to the Lender in accordance with the Placement Agreement upon payment of the purchase price and filing with the Trustee of the opinion of Bond Counsel as to the legality of the Series 2023 Bonds

and the furnishing of all other documents required by this General Bond Resolution and the Indenture to be furnished before delivery. The Lender will then cause the proceeds of the Series 2023 Bonds to be transmitted to the Trustee.

ARTICLE IV.

BASIC PAYMENTS AND ADDITIONAL CHARGES

SECTION 4.1. Basic Payments. Subject to the provisions for prepayment set forth in Section 8.1 hereof, the City agrees to pay the Series 2023 Bonds as follows:

(a) The City shall pay, or cause the Commission to pay, as the City's designee, to the Trustee an amount equal to the aggregate principal amount of the Series 2023 Bonds Outstanding and, as interest on its obligation to pay such amount, an amount equal to interest on the Series 2023 Bonds, such amounts to be due (1) semiannually as to interest, as provided for in the Indenture, no later than June 1 and December 1 of each year, commencing December 1, 2023 (unless otherwise specified in the Placement Agreement), in the amounts and in the manner provided in the Indenture for the payment of interest on the Series 2023 Bonds on such dates, and (2) annually as to principal as provided for in the Indenture, no later than June 1 of each year, commencing June 1, 2024, to and including June 1, 2038, all in order that the City can cause amounts to be deposited in the General Account under the Indenture for the payment of the principal of, premium, if any, and interest on the Series 2023 Bonds, whether at maturity, upon redemption, upon purchase or otherwise.

(b) The City shall timely remit to the Trustee for deposit into the Redemption Account the amounts required for the payment of the purchase or Redemption Price including accrued interest on Outstanding Series 2023 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Trustee to such payments.

SECTION 4.2. Pledge of City Revenues. The Series 2023 Bonds will be an obligation of the City payable solely from the monies, rights and interests pledged under this General Bond Resolution as set forth in the immediately succeeding paragraph. **The Series 2023 Bonds will never constitute a general obligation of the City, and neither the full faith and credit nor taxing power of the State or any political subdivision thereof, including the City, is pledged to the payment of such principal, premium, if any, and interest except as set forth herein.** The City has not pledged the levy of any taxes, except the Convention Promotion Tax, for the repayment of the Series 2023 Bonds. The Series 2023 Bonds initially issued under this General Bond Resolution shall be issued for the purposes of providing funds to finance the Costs of the City Project, fund the Debt Service Reserve Fund and pay Issuance Expenses for the Series 2023 Bonds.

Pursuant to the terms of this General Bond Resolution, the principal of and interest on the Series 2023 Bonds and other amounts due under this General Bond Resolution are to be paid from City Revenues. The Series 2023 Bonds and any Parity Indebtedness shall be payable from and secured by a pledge of and first lien on the City Revenues.

The obligation of the City to make Series 2023 Bonds Payments and pay amounts due under this General Bond Resolution constitutes a binding obligation of the City in accordance with the terms of the Series 2023 Bonds and this General Bond Resolution, respectively. The City shall make said payments from the City Revenues. The City will not create or allow any lien on or payment from the City Revenues prior or superior to the obligation to make the payments on the Series 2023 Bonds or any Parity Indebtedness or which may impair the security of the Series 2023 Bonds or any Parity Indebtedness provided for under Section 4.5 hereof.

SECTION 4.3. Additional Charges. The City agrees to pay as additional charges, when due, each and all of the following:

(a) all Issuance Expenses to the extent not paid from the proceeds of the Series 2023 Bonds;

(b) to or upon the order of the Trustee, upon demand, all fees of the Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, public agencies and others incurred in the performance on request of the Trustee of services required under the Indenture for which the Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof the City may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;

(c) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants or other professionals) incurred by the Trustee, in connection with (1) the preparation, negotiation and execution of this General Bond Resolution, the Indenture, the Pledge Agreement, the Series 2023 Bonds, and all other Bond Documents, any amendment of or modification of this General Bond Resolution, the Indenture, the Pledge Agreement, the Series 2023 Bonds or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee); (2) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Trustee, the City or any other person in any way relating to the Series 2023 Bonds or the other Bond Documents; (3) any attempt to enforce any rights of the Trustee against the City or the Commission or any other person which may be obligated to the Trustee by virtue of this General Bond Resolution, the Series 2023 Bonds, the other Bond Documents or any other Series 2023 Bonds related documents; and (4) performing any of the obligations relating to or payment of any obligations of the City hereunder in accordance with the terms hereof or any other Bond Documents; and

(d) if there is on deposit in the Debt Service Reserve Fund an amount less than the Debt Service Reserve Requirement as of any Interest Payment Date (if required in the Indenture) based on the Trustee's valuation under Section 6.09 of the Indenture, the City will pay directly, or cause the Commission to pay directly, to the Trustee an amount for deposit into the Debt Service Reserve Fund which, when added to the amount on deposit in the Debt Service Reserve Fund equals the Debt Service Reserve Requirement, such payment to be made no later than thirty (30) days after the applicable Interest Payment Date; and

- (e) All amounts owed under the Tax Certificate.

SECTION 4.4. City's Obligations Unconditional. The City will not suspend or discontinue any Basic Payments or Additional Charges, and will perform and observe all of its other agreements in this General Bond Resolution, and, except as expressly permitted in Section 8.1 hereof, will not terminate this General Bond Resolution for any cause, including, but not limited to, the invalidity or unenforceability or lack of due authorization or other infirmity of this General Bond Resolution or the Series 2023 Bonds, bankruptcy or insolvency of the City or the Trustee, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State or any political subdivision thereof, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Basic Payments, Additional Charges and other amounts payable by the City hereunder shall be paid in full when due without any delay or diminution whatever.

SECTION 4.5. Parity Indebtedness. (a) No Parity Indebtedness shall be issued unless all of the following conditions are complied with:

- (i) the City must be current in all deposits into the Convention Promotion Revenue Fund and all payments theretofore required to have been deposited or made by it or the Commission under the provisions of this General Bond Resolution;
- (ii) (1) the City Revenues during the last audited fiscal year or any twelve (12) consecutive months of the eighteen (18) months immediately preceding delivery of the Parity Indebtedness, as certified by an Accountant, will be at least equal to one hundred fifty percent (150%) of the debt service requirement, calculated by including the current year debt service on the Series 2023 Bonds, plus the annual average debt service on any Parity Indebtedness plus the proposed Parity Indebtedness, or

(2) if the proposed Parity Indebtedness is issued for the purpose of refunding any Parity Indebtedness (or bonds or notes secured by such Parity Indebtedness), then the annual debt service requirement must be equal to or lower after such refunding for each fiscal year of scheduled debt service payments during the term of the refunding bonds or notes than Outstanding Parity Indebtedness (or bonds or notes secured by such Outstanding Parity Indebtedness) that are not being refunded in the event of a partial redemption; and
- (iii) the Parity Indebtedness shall be issued for a purpose or purposes authorized by the Act.

(b) Such Parity Indebtedness:

- (i) shall be dated, shall bear interest at a rate or rates not in excess of the rate then permitted by applicable law, and shall be payable as to principal and interest and shall mature on such payment dates as shall be specified in the bond resolution, the loan agreement or indenture adopted in connection with the issuance of the Parity Indebtedness;
- (ii) shall have such particular designations added to their title as the City may determine, and may be in such denominations as shall be specified in the bond resolution, the loan agreement or indenture adopted in connection with the issuance of the Parity Indebtedness; and
- (iii) may contain provisions for the redemption thereof at such redemption price or prices, at such time or times, upon such notice, in such manner and upon such other terms and conditions as shall be specified in the bond resolution, the loan agreement or indenture adopted in connection with the issuance of the Parity Indebtedness.

(c) The City hereby covenants and agrees that in the event additional Parity Indebtedness is issued, it shall:

- (i) Adjust the monthly deposits into the Convention Promotion Tax Revenue Fund in an amount that will be sufficient to pay the principal of and interest on the Series 2023 Bonds and the Parity Indebtedness.
- (ii) Deposit into the debt service reserve fund, if applicable (if a debt service revenue fund is required for the Parity Indebtedness under the bond resolution, the loan agreement or indenture for such Parity Indebtedness) an amount equal to the lesser of the following:
 - (1) The Debt Service Reserve Requirement as calculated for the Series 2023 Bonds, if applicable, and such Parity Indebtedness (or bonds or notes secured by such Parity Indebtedness); and
 - (2) the maximum amount which, if deposited therein, in the opinion of nationally recognized bond counsel, would not

adversely affect the tax-exempt status of interest on the Series 2023 Bonds and such Parity Indebtedness (or bonds or notes secured by such Parity Indebtedness).

(d) The City may refund all or any part of the Series 2023 Bonds or other Parity Indebtedness under Section 4.5(, so long as the debt service on the Parity Indebtedness (or bonds or notes secured by Parity Indebtedness), after refunding, provides debt service savings on the refunded bonds as provided in Section 31-27-1 *et seq.* of the Mississippi Code of 1972, as amended from time to time or issued in accordance with Section 31-15-1 *et seq.* of the Mississippi Code of 1972, as amended from time to time.

(e) All of such Parity Indebtedness, regardless of the time or times of their issuance, shall rank equally with the Series 2023 Bonds and all other Parity Indebtedness with respect to their lien on the City Revenues and their source of and security for payment therefrom without preference of any Parity Indebtedness over any other.

(f) The City shall not issue any obligations whatsoever payable from the City Revenues which rank equally as to lien and source and security for their payment for such City Revenues with the Series 2023 Bonds, except in the manner and under the conditions provided in this Section 4.5, however, junior and subordinate bonds or notes may be issued from time to time within the discretion of the City.

SECTION 4.10. Additional Parity Indebtedness Covenant. Upon satisfying the requirements set forth in Section 4.5 hereof, the City hereby covenants that it shall not authorize the issuance of any Parity Indebtedness, unless such Parity Indebtedness shall have a parity lien on City Revenues with the Series 2023 Bonds entitled to the same rights, privileges, benefits, pledge of City Revenues pledged to the Series 2023 Bonds, except for such security as may be provided by any financial guaranty insurance policy issued by a bond insurance company, if any.

ARTICLE V.

ESTABLISHMENT OF FUNDS AND ACCOUNTS

SECTION 5.1. Establishment of Funds and Accounts. (a) The following Funds and Accounts are hereby created and established as special trust funds and accounts pursuant to the Indenture and this General Bond Resolution:

- (i) Bond Construction Account, as established herein and pursuant to the Indenture;
- (ii) Convention Promotion Tax Revenue Fund;
- (iii) General Account, as established pursuant to the Indenture;
- (iv) Debt Service Reserve Fund, as established pursuant to the Indenture;
- (v) Operation and Maintenance Fund; and
- (vi) Operation and Capital Expansion Reserve Fund.

(b) The amounts in the Convention Promotion Tax Revenue Fund shall be maintained by the City. The amounts in the Operation and Maintenance Fund and the Operation and Capital Expansion Reserve Fund, shall be maintained by the Commission, as the City's designee. The Bond Construction Account, the General Account and the Debt Service Reserve Fund shall be held and maintained by the Trustee. Moneys held by the City or the Commission shall be deposited with one or more Depositories in accordance with applicable law. All moneys or securities deposited with the Trustee or any Depository or received by the City or the Commission pursuant to this General Bond Resolution shall be held in trust and applied only in accordance with the provisions hereof and shall be considered trust funds for the purposes of this General Bond Resolution.

(c) The Trustee shall, at the request of the City, establish within any Fund such accounts as shall be designated by the City in the written instructions of an Authorized Officer and shall in like manner establish within any account such sub-accounts for the purposes of such accounts as shall be so designated.

SECTION 5.2. Application of Monies Held in Bond Construction Account.

(a) There shall be deposited into the Bond Construction Account, the amount required to be so deposited by the provisions of Section 3.1 hereof. There may also be paid into the Bond Construction Account, at the option of the City or the Commission, any monies received by the City or the Commission from any other source, unless required to be otherwise applied as provided by this General Bond Resolution. All earnings, if any, on the investment of monies in the Bond Construction Account shall be accumulated therein for the purposes set out in this Section 5.2.

(b) Except as otherwise provided in this General Bond Resolution and the Indenture, amounts in the Bond Construction Account shall be applied only to pay the Costs of the City

Project. Payment of Costs of the City Project from amounts on deposit in the Bond Construction Account shall be paid by the Trustee upon a requisition provided to the Trustee by the Commission or the City or its designee designating the amount of such draw request, the Payee, and a general description of the purpose of the draw request and such other information as shall be required by the Indenture. The Trustee shall thereafter advance to the Commission or the City or its designee for application to such costs, moneys sufficient to meet the requirements of the requisition.

(c) To the extent that amounts available to make payments on the Series 2023 Bonds are insufficient or unavailable therefor, amounts on deposit in the Bond Construction Account may be applied to pay the Series 2023 Bonds when due, but only in the event that there shall have been filed with the Trustee (1) a Certificate of an Authorized City Representative in form and substance satisfactory to the Trustee stating (A) that the City Revenues expected to be received thereafter together with such other specified amounts as are expected to be made available therefor by the City will not be sufficient to pay in full all Outstanding Series 2023 Bonds when and as the same shall become due in accordance with their terms, (B) that such payment will not result in a violation of the provisions of Section 7.4 hereof, and (C) in reasonable detail, the basis for such certification, and (2) an Opinion of Bond Counsel satisfactory to the Trustee that such payment will not result in a violation of any applicable existing law including the Code.

(d) The Act requires the City to issue the Series 2023 Bonds and that the Commission construct the City Project. In order to comply with the requirements of the Act, the City hereby designates the Commission as its designee for the purpose of drawing such funds as may be on deposit in the Bond Construction Account to pay the Cost of the City Project.

SECTION 5.3. The Convention Promotion Tax Revenue Fund.

(a) The City shall cause all City Revenues received by the City pursuant to the Act to be deposited in the Convention Promotion Tax Revenue Fund to be utilized for the purposes of accounting for the City Revenues. City Revenues on deposit in the Convention Promotion Tax Revenue Fund (and any earnings thereon) are pledged to secure the Series 2023 Bonds and any Parity Indebtedness as provided for under Section 4.5 hereof and are subject to the application of City Revenues under this Section 5.3. The monies in the Convention Promotion Tax Revenue Fund shall not be subject to lien or attachment by any other creditor of the City.

(b) On the last day of each month, the City shall withdraw from the Convention Promotion Tax Revenue Fund, and cause the Commission, as its designee, to deposit to the credit of the several Funds the following amounts in the following order or priority.

The Commission, as the City's designee, shall, on the first day of each month, commencing in the first month after deliver of the Series 2023 Bonds, deposit with the Trustee the following amounts in the following order of priority:

FIRST, an amount equal to one-sixth($1/6^{\text{th}}$) or such applicable fraction necessary to provide the interest due on the Series 2023 Bonds and any Parity Indebtedness on the next succeeding Interest Payment Date and one-twelfth ($1/12^{\text{th}}$) or such applicable fraction necessary to provide the next installment of principal becoming due on the Series 2023 Bonds and any Parity Indebtedness (or by mandatory sinking fund redemption, if applicable), The Trustee shall transfer (i) such funds

to the General Account for the payment of debt service due on the Bonds pursuant to Section 6.05 of the Indenture and (ii) such funds to the City or as directed by the City, for the payment of debt service due on any Parity Indebtedness pursuant to the bond resolution, the loan agreement or indenture adopted in connection with the issuance of the Parity Indebtedness. With respect to interest on the Series 2023 Bonds, this deposit may be made with proceeds of the Series 2023 Bonds if a portion of the Series 2023 Bonds was issued to pay capitalized interest.

SECOND, there shall be deposited with the Trustee to the credit of the Debt Service Reserve Fund for the Series 2023 Bonds, the amount, if any, required to be paid into the Debt Service Reserve Fund in order to maintain the Debt Service Reserve Requirement to the extent required by the provisions of the Indenture, if any.

THIRD, there shall be deposited with the Trustee, the amount, if any, to pay such fees and expenses pursuant to Section 4.3(b), (c), and (e) hereof.

FOURTH, amounts shall be deposited to the credit of the Operation and Maintenance Fund until such time as Operating Expenses are fully funded in the amounts set forth in the Commission's annual budget.

FIFTH, all remaining amounts shall be deposited in the Operation and Capital Expansion Reserve Fund maintained by the Commission. Deposits made into the Operation and Capital Expansion Reserve Fund may be withdrawn at any time by order of the City or the Commission in order to pay any deficit in any other Fund or Account.

For purposes of calculating the amounts required to be withdrawn and deposited to the credit of the General Account and the Debt Service Reserve Fund pursuant to the first and second items above, the Trustee shall take into account the earnings on the investment of such Funds and not less than five (5) days prior to the last monthly payment prior to an Interest Payment Date, the Trustee shall give the City and the Commission notice of the amount of such earnings and the last monthly payment shall be reduced by an amount equal to such investment earnings.

SECTION 5.4. General Account.

Pursuant to the terms and conditions of the General Bond Resolution, the Trustee shall pay out of the General Account under the Indenture for any Outstanding Series 2023 Bonds, the amounts required for the payment of the principal of and the interest due on the Outstanding Series 2023 Bonds on each Interest Payment Date.

SECTION 5.5. Debt Service Reserve Fund.

The Debt Service Reserve Fund shall be funded and maintained as required by the Indenture executed in connection thereto. The Debt Service Reserve Fund shall be used solely to pay any deficit arising in the Debt Service Reserve Fund and shall be maintained and administered in compliance with the Indenture.

SECTION 5.6. Operation and Maintenance Fund

(a) In addition to amounts required to be deposited in the Operation and Maintenance Fund pursuant to Section 5.3 hereof, there may also be deposited in the Operation and Maintenance Fund, at the option of the City or the Commission, any other moneys of the City or the Commission, unless required to be otherwise applied as provided by this General Bond Resolution.

(b) Moneys in the Operation and Maintenance Fund shall be applied by the City or the Commission, as the City's designee, to the payment of Operating Expenses as they accrue in accordance with the Commission's annual budget. Any amount in such Fund in excess of the amount required to make the aforesaid payments may be transferred and deposited to any other Fund or Funds pursuant to the priorities established in Section 5.3 hereof.

SECTION 5.7. Operation and Capital Expansion Reserve Fund.

After deducting the amounts for the purposes and making the required deposits as set forth in the first, second, third, fourth items of priority in Section 5.3, all remaining revenues held by the Commission or in the Convention Promotion Tax Revenue Fund shall be deposited in the Operation and Capital Expansion Reserve Fund maintained by the Commission, as the City's designee, and shall be used as a reserve fund to fund any deficit which may occur in any fund created pursuant to Section 5.1 and to pay for expansions to the City Project or for other purposes as provided for pursuant to the Act.

SECTION 5.8. Investment of Moneys Held by Any Fiduciary.

(a) Moneys in all Funds held by the Trustee shall be invested to the fullest extent possible in Investment Securities, in accordance with directions given to the Trustee by an Authorized Officer in a Certificate, provided that the maturity date or the date on which such Investment Securities may be redeemed at the option of the holder thereof shall coincide as nearly as practicable with (but in no event later than) the date or dates on which moneys in the Funds for which the investments were made will be required for the purpose thereof.

(b) Amounts credited to a Fund may be invested, together with amounts credited to one or more other Funds in the same Investment Security or Investment Securities, provided that (i) each such investment complies in all respects with the provisions of subsection (a) hereof as they apply to each Fund for which the joint investment is made and (ii) the Fiduciary maintains separate records for each Fund and such investments are accurately reflected therein.

(c) Any Fiduciary may make any investment permitted by this Section 5.8 through its own investment department.

(d) In computing the amount in any Fund, obligations purchased as an investment of moneys therein shall be valued at par or, if purchased at other than par, at their Amortized Value, in either event inclusive of accrued interest.

(e) The income or interest earned by or increment to all Funds held by the Trustee, the City and the Commission due to the investment thereof shall be retained, transferred or paid as follows:

(i) Earnings of the Bond Construction Account shall be retained therein and applied toward the purposes set forth in Section 5.2 hereof.

(ii) Earnings of the Convention Promotion Tax Revenue Fund shall be applied as necessary to payments and allocations required by Section 5.3 in the order of priority set forth therein.

(iii) Earnings of the General Account shall be retained therein and applied toward the purposes set forth in Section 5.4.

(iv) Earnings in the Debt Service Reserve Fund shall be retained therein and applied toward the purposes set forth in Section 5.5 herein provided that in the event the amount on deposit exceeds the Debt Service Reserve Fund Requirement at the end of any Fiscal Year, such excess shall be deposited to the General Account.

(v) Earnings of the Operation and Capital Expansion Fund shall be retained therein and applied toward the purposes set forth in Section 5.7 hereof.

(f) Any Fiduciary shall sell at the best price obtainable, or present for redemption, any obligation purchased by it as an investment whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the Fund for which such investment was made

SECTION 5.9. Liability of Fiduciaries for Investments. A Fiduciary shall not be liable or responsible for the making of any investment authorized by the provisions of this Article V in the manner provided in this Article V or for any loss resulting from any such investment so made, except for its own negligence or willful misconduct.

SECTION 5.10. Conduct of Government Operations. The City will comply with all applicable laws and regulations of any federal, state or local governmental authority, except for such laws and regulations, the violation of which would not, in the aggregate, have a material adverse effect on the City's financial condition.

SECTION 5.11. Payment of Indebtedness. The City shall pay any indebtedness for which it is liable when due and shall not permit any default to occur under any document evidencing or securing any such indebtedness.

SECTION 5.12. Performance of Obligations. The City shall observe and perform its obligations under this General Bond Resolution, the Series 2023 Bonds, the other Bond Documents to which it is a party and the other agreements relating to the transaction contemplated hereby to which it is a party or by which it is bound and shall not suffer or permit any default or Event of Default to exist hereunder or an "event of default" thereunder. The City shall use its good faith efforts to cause the other parties to the other Bond Documents to deliver notices and documents required to be delivered to the Trustee and cause such parties to observe and perform those obligations and covenants contained in the Bond Documents required to be observed and performed thereunder.

SECTION 5.13. RESERVED.

SECTION 5.14. Environmental Indemnity. Without limitation on any other provision hereof or in the other Bond Documents, the City, to the extent permitted by law, hereby agrees to indemnify and hold the Trustee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any kind whatsoever (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following (collectively, “**Environmental Laws**”): the Comprehensive Environmental Response, Compensation, and Liability Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous material) paid, incurred, suffered by or asserted against the Trustee as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of, the City: (a) the presence of any hazardous material on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any hazardous material at (1) the City Project, (2) any other real property in which the City holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the City) or (3) an off-site location if the liability or obligation relates to the prior generation or use of hazardous material at the City Project or (b) any liens against the City Project, or any part of either of them, permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligations of the City or under any Environmental Laws, or (c) any actual or asserted liability or obligations of the City under any Environmental Law relating to the City Project, or any of the predecessors' possession, use or activities at or relating to the City Project. Notwithstanding any other provision of this General Bond Resolution, the covenants, indemnities and obligations provided for in this paragraph shall be continuing and shall survive the payment, performance, satisfaction, discharge, cancellation, termination and release of the other obligations of the City under this General Bond Resolution.

Without limitation on any other provision hereof, the City shall use and maintain the City Project or cause the City Project to be used and maintained by the Commission in accordance and compliance with all applicable Environmental Laws.

ARTICLE VI.

COVENANTS

SECTION 6.1. Affirmative Covenants of the City. Until the termination date and thereafter until no amount is due or owing to the Trustee hereunder, the City shall comply with each of the covenants, undertakings and agreements set forth in this Article VI unless the Trustee shall otherwise consent in writing which consent may be withheld in their sole and absolute discretion.

SECTION 6.2. Covenants in Bond Documents. The City shall keep and perform, or cause the Commission to keep and perform, all covenants and agreements set forth in the Indenture, this General Bond Resolution and each and every other Bond Document to which it is a party, which covenants are incorporated herein by reference as if fully set forth herein.

SECTION 6.3. Conduct of Government Operations. The City will comply, or cause the Commission to comply, with all applicable laws and regulations of any federal, state or local governmental authority, except for such laws and regulations, the violation of which would not, in the aggregate, have a material adverse effect on the City's financial condition.

SECTION 6.4. Payment of Indebtedness. The City shall pay any indebtedness for which it is liable when due and shall not permit any default to occur under any document evidencing or securing any such indebtedness.

SECTION 6.5. Performance of Obligations. The City shall observe and perform its obligations under this General Bond Resolution, the Series 2023 Bonds, the other Bond Documents to which it is a party and the other agreements relating to the transaction contemplated hereby to which it is a party or by which it is bound and shall not suffer or permit any default or Event of Default to exist hereunder or an "event of default" thereunder. The City shall use its good faith efforts to cause the Commission and other parties to the other Bond Documents to deliver notices and documents required to be delivered to the Trustee and cause such parties to observe and perform those obligations and covenants contained in the Bond Documents required to be observed and performed thereunder.

SECTION 6.6. Annual Budget. If requested by the Trustee, the City shall not less than sixty (60) days before the beginning of any Fiscal Year, prepare and file with the Trustee its Annual Budget showing estimated Operating Expenses, Debt Service and Revenues for such Fiscal Year. Such Annual Budget shall set forth such additional material as the Trustee may reasonably request, including any financial information and/or annual budget of the Commission, as is available.

SECTION 6.7. Operation and Maintenance of the City Project.

(a) The City shall cause the Commission to operate, the City Project in accordance with all applicable state and federal regulations with good operating procedures applicable to all similar facilities and in a sound, efficient and economical manner and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved, and kept by the Commission, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause the Commission to make, all ordinary, necessary and proper repairs, replacements and renewals so that at all times the operation of the City Project may be properly and advantageously conducted, and, if any useful part of the City Project is damaged or destroyed, the City shall, or shall cause the Commission to, as expeditiously as may be possible, commence and diligently prosecute the ordinary replacement or reconstruction of such part so as to restore the same to use.

(b) The City and the Commission shall have the right to make, amend, and enforce reasonable rules, regulations, rates and fees necessary for the operations of the City Project which are not inconsistent with the terms, rights, and obligations under this General Bond Resolution, the Indenture, or the Act.

(c) The City shall cause the Commission to pay, all taxes and assessments or other - governmental charges, if any, lawfully levied or assessed upon or in respect of the City Project, or

upon any part thereof or upon any revenue therefrom, when the same shall become due, and shall duly observe and comply with all valid requirements of any governmental body relative to any part of the City Project, and shall not create or suffer to be created any lien or charge upon the City Project or any part thereof or, upon the City Revenues therefrom, except the pledge and lien created by this General Bond Resolution for the payment of the Series 2023 Bonds. The City shall cause to be paid by the Commission or will make adequate provisions to satisfy and discharge within sixty (60) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the City Project or any part thereof or on the City Revenues. Nothing in this Section contained shall require the City to pay or cause to be discharged by the Commission, or make provision for, any such lien or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

(d) The City shall cause the Commission to employ, a Consulting Engineer, whose duties shall be to make any certificates and perform any other acts required or permitted of the Consulting Engineer under this General Bond Resolution and to supervise the construction and operation of the City Project, to submit to the City advice and recommendations as to the proper maintenance, repair and operation of the City Project.

(e) The City shall cause the Commission, at all times to maintain with responsible insurers all such insurance as is customarily maintained with respect to the City Project of like character against loss of or damage to the City Project and against loss of City Revenues and against public and other liability to the extent reasonably necessary to protect the interests of the City, the Commission and the Bondholders. If any useful part of the City Project shall be damaged or destroyed, the City shall cause the Commission, as expeditiously as may be possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the Commission and shall be applied to the necessary costs involved in such repair and replacement and, to the extent not so applied, shall be deposited in the Operation and Capital Expansion Reserve Fund. In the event that the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for payment of the same, moneys in the Operation and Capital Expansion Reserve Fund shall be used to the extent necessary for such purposes.

SECTION 6.8. Limitations on Operating Expenses.

The City shall not permit the Commission to incur Operating Expenses in any year in excess of the reasonable and necessary amount thereof and shall not expend any amount or incur any indebtedness for maintenance, repair and operation in excess of the amounts provided for Operating Expenses in the Commission's annual budget, as may be amended. The City shall approve the annual budget of the Commission and each amendment thereto.

SECTION 6.9. Accounts and Periodical Reports and Certificates.

(a) The City shall keep, or cause the Commission to keep, proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the City Project or under this General Bond Resolution and which, together with all other books and papers of the Commission including insurance policies, shall at all reasonable times be subject to the inspection of the Trustee, or the Holder or Holders

of not less than 5% in principal amount of the Bonds then Outstanding or their attorneys duly authorized in writing.

(b) If requested by the Trustee, the City shall cause the Commission to annually, within three hundred and sixty (360) days after the close of each Fiscal Year, file with the Trustee an annual report for said Fiscal Year, accompanied by an Accountant's Certificate as to the examination of the financial statements therein (describing such statements as fairly presenting the information set forth therein in conformity with generally accepted accounting principles and the provisions of this General Bond Resolution), relating to the City Project and including statements in reasonable detail of: (i) the financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year, (ii) Operating Expenses and (iii) with respect to each Fund created by this General Bond Resolution, the receipts therein and disbursements therefrom during such Fiscal Year and the amounts held therein at the end of such Fiscal Year.

SECTION 6.10. Sale or Encumbrance; Lease.

No part of the City Project shall hereafter be sold, leased, mortgaged, pledged, encumbered or otherwise disposed of, except that the Commission may lease at any time and from time to time any property or facilities constituting part of the City Project and any proceeds of such lease received shall be deposited as Revenues.

SECTION 6.11. Indebtedness and Liens.

Except as provided in Section 6.13 hereof, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Series 2023 Bonds, secured by a pledge of or other lien or charge on the City Revenues and shall not create or cause to be created any liens or charge on such City Revenues or on any amounts held by any Fiduciary under this General Bond Resolution; but this Section shall not prevent the City from issuing notes payable from the proceeds of the Series 2023 Bonds or bonds or notes or other obligations for the purposes of the Commission payable out of or secured by a pledge of City Revenues to be derived on and after such date as the pledge of the City Revenues provided in this General Bond Resolution shall be discharged and satisfied as provided in Section 9.01, or from issuing bonds or notes or other obligations for the purposes of the Commission and which recite on their face that such pledge of said amount is and shall be in all respects subordinate to the provisions of this General Bond Resolution and the lien and pledge created by this General Bond Resolution.

SECTION 6.12. Competitive Facilities.

The City shall not hereafter construct, acquire or operate, or permit, or, to the extent permitted by law, consent to the construction, acquisition or operation of, any plants, structures, facilities or properties which may compete or tend to compete with the City Project.

SECTION 6.13. Issuance of Additional Bonds and Other Parity Indebtedness.

The City shall not issue Additional Bonds or other Parity Indebtedness unless as provided in Section 4.5 herein.

SECTION 6.14. Enforcement of Collections.

The City will cause the Commission to diligently enforce and collect all fees, rentals or other charges for the services and facilities of the City Project, 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.

SECTION 6.15. General.

(a) The City shall do and perform, or cause the Commission to do and perform, all acts and things required to be done or performed by or on behalf of the City and the Commission under the provisions of the Act, the Pledge Agreement, this General Bond Resolution and the Indenture.

(b) Upon the date of delivery of the Series 2023 Bonds, all conditions, acts and things required by law, the Pledge Agreement, the Indenture and this General Bond Resolution to exist, to have happened and to have been performed precedent to and in the issuance of such Series 2023 Bonds shall exist, have happened and have been performed and the issue of such Series 2023 Bonds, together with all other indebtedness of the City, shall be within every debt and other limit prescribed by the Act.

ARTICLE VII.

CITY'S COVENANTS

SECTION 7.1. Covenant for the Benefit of the Trustee and the Bondholders. Each of the terms and provisions of this General Bond Resolution is a covenant for the use and benefit of the Trustee and the Holders of the Series 2023 Bonds, so long as any thereof shall remain Outstanding; but upon payment in full of the Series 2023 Bonds in accordance with Article IX of the Indenture and of all fees and charges of the Trustee and any paying agent, all references in this General Bond Resolution to the Series 2023 Bonds, the Holders thereof and the Trustee shall be ineffective, and neither the Trustee nor the Bondholders shall thereafter have any rights hereunder, save and except those that shall have theretofore vested or that arise from provisions hereunder which survive termination of this General Bond Resolution.

SECTION 7.2. Certificate of Compliance and Other Reports. The City will at the request of the Trustee, and at the City's expense, furnish to the Trustee at such times and in such form as the Trustee may reasonably require a copy of reports containing such information as is necessary to comply with any lawful reporting or continuing registration requirements imposed by any agency of the State under the Act, the State's Blue Sky Laws or any other applicable State law as it now exists or may hereafter be amended or any agency of any other state in which the Series 2023 Bonds have been sold, or such information as necessary to comply with federal securities law.

SECTION 7.3. Indemnification. The City, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and their elected and appointed officials, board members, officers, agents, and employees and any person who controls the Trustee within the meaning of the Securities Act of 1933, harmless from and against all liabilities, losses, damages, costs, expenses, taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(a) violation of any agreement, provision or condition of this General Bond Resolution, the Series 2023 Bonds or the Indenture; and

(b) any statement or information relating to the expenditure of the proceeds of the Series 2023 Bonds contained in the Tax Certificate or similar document furnished by the City which, at the time made, is misleading, untrue or incorrect in any material respect; and

(c) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Series 2023 Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Series 2023 Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Series 2023 Bonds could be sold; and

(d) Promptly after receipt by such indemnified person, as the case may be, of notice of the commencement of any action with respect to which indemnity may be sought against the City under this Section, such person will notify the City in writing of the commencement thereof, and,

subject to the provisions hereinafter stated, the City shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the City, or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the City, or any such other indemnified person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the City unless the employment of such Counsel has been specifically authorized by the City. The City shall not be liable to indemnify any person for any settlement of any such action effected without its consent; and

(e) The provisions of this Section 7.3 shall survive the payment and discharge of the Series 2023 Bonds.

SECTION 7.4. Tax Covenants.

(a) In order to maintain the exclusion of interest on the Series 2023 Bonds from gross income of the holders thereof for federal income tax purposes, and for no other purpose, the City covenants to comply with the applicable requirements of the Code. In furtherance of the covenant contained in the preceding sentence, the City agrees to comply with the Tax Certificate executed by the City on the date of the issuance and delivery of the Series 2023 Bonds, as such Tax Certificate may be amended from time to time.

(b) The City covenants and agrees with the Trustee and the Bondholders that the City shall not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Series 2023 Bonds, would cause the Series 2023 Bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) and 148(a), respectively, of the Code, or any successor provisions.

(c) Upon the authentication and delivery of the Series 2023 Bonds, the City shall furnish to the Trustee certificates of the Authorized City Representative of the City to the effect that, on the basis of the facts, estimates and circumstances in existence on the date of such authentication and delivery, it is not expected that the proceeds of the Series 2023 Bonds will be used in a manner that would cause such Series 2023 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Treasury Regulations thereunder, and in such certificates the City shall set forth such facts and circumstances which may be in brief and summary terms, and shall state that to the best of the knowledge and belief of such Authorized City Representative, there are no other facts or circumstances that would materially change the expectations expressed in such certificate.

(d) The City or the Commission, as the City's designee, shall operate the City Project in such a manner as is necessary in order to maintain the exclusion of interest on the Series 2023 Bonds from gross income of the Holders thereof for federal income tax purposes under Section 103(a) of the Code.

(e) Notwithstanding any other provisions of this General Bond Resolution to the contrary, so long as necessary in order to maintain the exclusion of interest on the Series 2023 Bonds from gross income of the Holders thereof for federal income tax purposes under Section

103(a) of the Code, the covenants contained in this Section 7.4 shall survive the payment of the Series 2023 Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Articles IV and IX of the Indenture.

(f) The Series 2023 Bonds are hereby designated as "qualified tax-exempt obligations" as such term is described in Section 265(b)(3) of the Code and the City represents that it reasonably expects that it will not issue in excess of \$10,000,000 in the tax-exempt obligations during calendar year 2023.

(g) The City hereby covenants that it shall make, or cause to be made to the United States of America, the rebate payments required by Section 148(f) of the Code and the regulations promulgated thereunder and to that end, to enter into the Tax Certificate.

(h) The Authorized City Representative is hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" if required by Section 149(e) of the Code, if applicable, and to execute the Tax Certificate or similar document in order to comply with Section 148 of the Code and the applicable regulations thereunder.

ARTICLE VIII.

CITY'S OPTIONS

SECTION 8.1. Prepayment of the Series 2023 Bonds and Termination of the General Bond Resolution.

(a) Unless an Event of Default has occurred and is continuing, the City shall have the option to direct the Trustee to call for redemption prior to maturity the Outstanding Series 2023 Bonds, in whole or in part, as provided in Section 4.01 of the Indenture. The Series 2023 Bonds to be redeemed shall be redeemed at a price equal to their principal amount plus accrued interest as set forth in Section 4.01 of the Indenture upon not less than thirty (30) but no more than forty-five (45) days prior written notice. In the event the Series 2023 Bonds are called for redemption in whole or in part under the Indenture, a Basic Payment shall be made by the City in the amount of principal plus accrued interest and all other fees due hereunder and under the Indenture to effectuate said redemption.

(b) If, after the City exercises its option to redeem all Series 2023 Bonds, and no Series 2023 Bonds remain Outstanding, the Indenture is discharged, and the City has satisfied all of its obligations hereunder and under the Series 2023 Bonds, the Trustee shall execute and deliver to the City such instruments as the City reasonably determines are necessary to terminate this General Bond Resolution. All further obligations of the City hereunder, except as set forth in Sections 6.7, 7.3, 7.4, 9.5 and 10.11, shall thereupon terminate.

(c) The City shall pay to the Trustee at least five (5) days prior to the Discharge Date, an amount equal to the Trustee's and any paying agent's fees and expenses owed under the Indenture, accrued and to accrue until final payment and redemption of the Series 2023 Bonds and all other advances, fees, costs and expenses reasonably incurred and to be incurred on or before the termination date by the Trustee and any paying agent under the Indenture and by the City under this General Bond Resolution.

(d) On the Discharge Date, a closing shall be held at the principal office of the Trustee, or any other office mutually agreed upon. Upon termination of this General Bond Resolution as provided for in this Section 8.1, the City will cause the Trustee to deliver a release of the Indenture and the estate created by this General Bond Resolution and the Series 2023 Bonds, and all further obligations of the City hereunder, except under Sections 6.7, 7.3, 7.4, 9.5 and 10.11 shall thereupon terminate; provided, however, that the City shall also remain obligated to pay or reimburse the Trustee for the payment of all other fees, costs and expenses unaccounted for in the sum paid in accordance with subsection (c) above and reasonably incurred before or subsequent to such closing in connection with the Series 2023 Bonds.

SECTION 8.2. Direction of Investments. Except during the continuance of an Event of Default, the City shall have the right during the Term of this General Bond Resolution to direct the Trustee to invest or reinvest all monies held for the credit of the Funds established by Article VI of the Indenture and held by the Trustee, in Investment Securities, subject, however, to the further conditions of Article VIII of the Indenture.

ARTICLE IX.

EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1. Events of Default. Any one or more of the following events is an Event of Default under this General Bond Resolution, and the term "Event of Default," wherever used herein, means any one of the following events, whatever the reason for such default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

(a) if the City shall fail to pay, or cause the Commission to pay, any Basic Payments due under this General Bond Resolution;

(b) if the City shall fail to pay any Additional Charges on or before the date that the payment is due and shall continue to be in arrears for fifteen (15) days after the due date thereof;

(c) if the City shall fail to observe and perform or shall breach any other covenant, condition or agreement on its part under this General Bond Resolution for a period of fifteen (15) days after mailing of a notice to it by the Trustee, specifying such default or breach and requesting that it be remedied; and provided that if the failure stated in the notice cannot be corrected within fifteen (15) days, the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within said fifteen (15) days and is diligently pursued, for an additional thirty (30) days;

(d) if any representation or warranty made by the City herein, or by an officer or representative of the City or Commission in any document or certificate furnished the Trustee in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made;

(e) the occurrence of an "event of default" under any other Bond Document which is not cured within the time period provided therefor, if any; and/or

(f) if there is a declaration or proceeding in bankruptcy regarding the City.

SECTION 9.2. Remedies.

(a) Whenever any Event of Default specified in Section 9.1(a) above shall have happened and be continuing, the Trustee shall declare all the Basic Payments payable for the remainder of the Term of this General Bond Resolution (an amount equal to that necessary to pay in full the Series 2023 Bonds and the interest thereon assuming acceleration of the Series 2023 Bonds under the Indenture and to pay all other indebtedness thereunder) to be immediately due and payable whereupon the same shall become immediately due and payable by the City to the Trustee but only if the acceleration of payment of Series 2023 Bonds has been declared by the Trustee under Section 10.02 of the Indenture.

(b) Whenever any Event of Default shall have occurred and be continuing any one or more of the following remedial steps may also be taken to the extent permitted by law:

(i) the Trustee may take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the City, under this General Bond Resolution, the Series 2023 Bonds or other Bond Document; or to otherwise compensate the Trustee or the Bondholders for any damages on account of such Event of Default.

SECTION 9.3. Disposition of Funds. Any amounts collected pursuant to action taken under Section 9.2 above shall be applied in accordance with the provisions of the Indenture.

SECTION 9.4. Nonexclusive Remedies. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this General Bond Resolution or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City (or the Trustee) to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required or be required by law.

SECTION 9.5. Attorney's Fees and Expenses. If an Event of Default shall exist under this General Bond Resolution and the Trustee should employ attorneys or incur other expenses for the collection of any amounts due hereunder, or the enforcement of performance of any obligation or agreement on the part of the City, the City will upon demand pay to the Trustee the reasonable fees of such attorneys and such other expenses so incurred.

SECTION 9.6. Effect of Waiver. In the event any agreement contained in this General Bond Resolution should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 9.7. Waiver of Stay or Extension. The City covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any appraisal, valuation, stay, or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this General Bond Resolution and the City (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

SECTION 9.8. Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the City, the Commission or the City Project, the Trustee shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (for themselves and on behalf of Bondholders) (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, their agents and counsel) allowed in such judicial proceeding, and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same.

SECTION 9.9. Restoration of Positions. If the Trustee have instituted any proceeding to enforce any right or remedy under this General Bond Resolution or the Series 2023 Bonds, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee, then and in every such case the City shall, subject to any determination in the proceeding, be restored to the positions they held prior to commencement of such proceedings, and thereafter all rights and remedies of the Trustee shall continue as though no such proceeding had been instituted.

SECTION 9.10. Suits to Protect the City Project. If the City shall fail to do so after thirty (30) days prior written notice from the Trustee, the City or the Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the City Project or any portion thereof, by any acts which may be unlawful or in violation of this General Bond Resolution, and such suits and proceedings as the City may deem expedient to protect its interests in the City Project or any portion thereof, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of, or compliance with, such enactment, rule or order would impair or adversely affect the City Project or be prejudicial to the interests of the Bondholders.

SECTION 9.11. Performance by Third Parties. The City may permit third parties to perform any and all acts or take such action as may be necessary for and on behalf of the City to cure any Event of Default hereunder. The acceptance by the City or the Trustee of any such performance by third parties shall not in any way diminish or absolve the City of primary liability hereunder.

ARTICLE X.

GENERAL

SECTION 10.1. Amounts Remaining in Funds. Except during the continuance of an Event of Default, any amounts remaining in the Funds created under Article VI of the Indenture and held by the Trustee, upon expiration or earlier termination of this General Bond Resolution, as provided herein, and after adequate provision has been made for payment in full of the Series 2023 Bonds, in accordance with Article IX of the Indenture, any Additional Charges payable to the Trustee, including paying agent's fees and expenses, and all other amounts required to be paid under this General Bond Resolution, the Indenture and the other Bond Documents, shall forthwith be paid to the City by the Trustee except as provided in Section 3.08 of the Indenture.

SECTION 10.2. Notices. All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given five (5) days following mailing when mailed by registered or certified mail or commercially expedited delivery service, with proper address as indicated below. The City, the Trustee and the Commission may, by written notice given by each of them to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this General Bond Resolution. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the City:	City of Hattiesburg, Mississippi 200 Forrest Street P. O. Box 1898 Hattiesburg, MS 39401 Attention: City Clerk
To the Trustee:	(to be as provided in the Indenture)
To the Commission:	Hattiesburg Convention Commission One Convention Center Plaza Hattiesburg, Mississippi 39401 Attention: Director of Operations

Any notice that is required to be given to the Bondholders, nationally recognized municipal securities information repositories or state information depositories pursuant to Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission or to the Trustee pursuant to the Indenture and this General Bond Resolution, simultaneously with the sending of such notices.

SECTION 10.3. Binding Effect. This General Bond Resolution shall inure to the benefit of and shall be binding upon the City and their respective successors and assigns.

SECTION 10.4. Severability. In the event any provisions of this General Bond Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 10.5. Amendments, Changes, and Modifications. Except as otherwise provided in this General Bond Resolution or in the Indenture, subsequent to the issuance of the Series 2023 Bonds and before the lien of the Indenture is satisfied and discharged in accordance with its terms, this General Bond Resolution may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee and the City, except with respect to additional Parity Indebtedness issued solely to refund the Series 2023 Bonds.

SECTION 10.6. Execution Counterparts. This General Bond Resolution may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 10.7. Required Approvals. Consents and approvals required by this General Bond Resolution to be obtained from the City or the Trustee shall be in writing.

SECTION 10.8. Representations of City. All representations made in this General Bond Resolution by the City are based on the City's independent investigation of the facts and law, and accordingly no such representations are made in reliance upon any representations made or legal advice given by the City, Bond Counsel, or any of its appointed or elected officials, agents, officers or employees.

SECTION 10.9. Survivorship of Obligations. All obligations of the City under Sections 4.4, 6.7, 7.3, 7.4 and 10.11 hereof shall survive payment of the Series 2023 Bonds or earlier termination of this General Bond Resolution.

Section 10.10. Final Determinations. The Authorized City Representative is hereby authorized and directed to make all final determinations necessary to prepare the Indenture, the sale of the Series 2023 Bonds, including the date of sale, the dated date of the Series 2023 Bonds, the final principal amount of the Series 2023 Bonds, the maturity schedule relating to the Series 2023 Bonds, the redemption terms of the Series 2023 Bonds, the series designation of the Series 2023 Bonds and any other terms thereof to be evidenced by the execution of the Placement Agreement for the sale of the Series 2023 Bonds.

Section 10.11. Issuance Costs. The Authorized City Representative is hereby authorized to execute a requisition and perform such other acts as may be necessary to authorize the payment by the Trustee under the Indenture on the closing date of the Series 2023 Bonds, the Issuance Costs; provided, however, total costs of issuance for the Series 2023 Bonds shall not exceed five (5%) percent of the par amount of the Series 2023 Bonds.

SECTION 10.10. Choice of Law; Venue. This General Bond Resolution has been delivered in Hattiesburg, Mississippi. The provisions of this General Bond Resolution and all rights and obligations of the parties hereunder shall be governed by and construed in accordance

with the laws of the State and to the extent they preempt such laws, the laws of the United States of America.

[This page intentionally left blank; Signatures follow]

The above and foregoing General Bond 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 May 2023.

(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 May 2023.

CITY CLERK

MAYOR

EXHIBIT A

FORM OF INDENTURE, INCLUDING FORM OF SERIES 2023 BONDS

EXHIBIT B

FORM OF PLACEMENT AGREEMENT

EXHIBIT C
FORM OF PLEDGE AGREEMENT

EXHIBIT D
PROOF OF PUBLICATION

INDENTURE OF TRUST

By and Between

THE CITY OF HATTIESBURG

and

_____,
AS TRUSTEE

DATED _____, 2023

Relating to the Issuance of

\$7,500,000

**CITY OF HATTIESBURG, MISSISSIPPI
CONVENTION PROMOTION TAX REVENUE BONDS, SERIES 2023**

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated _____, 2023, is by and between the **CITY OF HATTIESBURG** (the "**Issuer**") a public body corporate and politic, organized and existing under the laws of the State of Mississippi (the "**State**"), and _____, a national banking association duly organized and existing under and by virtue of the laws of the United States of America and authorized to accept and execute trusts of the character herein with its principal corporate trust office in _____, Mississippi, as Trustee (the "**Trustee**").

WITNESSETH:

WHEREAS, the Issuer is authorized and empowered by the provisions of the Act (as defined herein) to issue Bonds for the purpose of funding the Project (as defined herein); and

WHEREAS, the execution and delivery of this Indenture of Trust (this "**Indenture**") has been in all respects duly and validly authorized by a resolution duly passed and approved by the Mayor and the City Council of the Issuer.

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

The Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds (as defined herein) by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Issuer of all covenants expressed or implied herein and in the Bonds, does hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, monies and other assets described in the following Granting Clauses to the Trustee and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Issuer hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

GRANTING CLAUSE FIRST

The City Revenues (as defined herein) and all cash and securities now or hereafter held in the Funds and Accounts created or established under this Indenture (other than the Rebate Fund) and the investment earnings thereon (other than the Rebate Fund) and all proceeds thereof (except to the extent in the Rebate Fund or any amounts which are transferred from such Funds and Accounts (as defined herein) from time to time in accordance with this Indenture).

GRANTING CLAUSE SECOND

All right, title and interest of the Issuer and the Commission in the Pledge Agreement (as defined herein) attached and marked as **Exhibit A** hereto including the City Revenues as authorized by the Act and pledged to the payment of the principal of and interest on the Series

2023 Bonds, and any permitted indebtedness acquired and held by the Trustee in connection with the issuance of Refunding Bonds or Additional Bonds issued under the provisions of a supplemental indenture.

GRANTING CLAUSE THIRD

All funds, accounts and monies hereinafter pledged to the Trustee as security by the Issuer to the extent of that pledge.

TO HAVE AND TO HOLD all and singular the hereinafter defined Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trust herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds except as otherwise expressly provided herein;

PROVIDED HOWEVER, that if the Issuer shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of and interest on the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Trustee of all sums of money due or to become due according to the provisions hereof and shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

ARTICLE I.

DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.01. Definitions. The following words and phrases shall have the following meanings unless the context otherwise requires.

Accounts

"Accounts" shall mean the accounts created pursuant to Article VI hereof.

Act

"Act" shall mean collectively, Chapter 952, Local and Private Laws of 1991, as amended by Chapter 854, Local and Private Laws of 1992, as amended by Senate Bill Senate Bill No. 3367, 1994 Regular Session of the Mississippi Legislature, as amended, as the same may be in effect from time to time.

Additional Bonds

"Additional Bonds" shall mean those obligations provided for in Section 2.05 of this Indenture.

Arbitrage Rebate Agreement

"Arbitrage Rebate Agreement" shall mean the Arbitrage Rebate Agreement by the Issuer in connection with the Series 2023 Bonds.

Authorized City Representative

"Authorized City Representative" shall mean the Mayor or the President of the Governing Body or the City Clerk or any other person or persons at the time designated to act on behalf of the Issuer and furnished to the Trustee, containing the specimen signature of each such person.

Authorized Officer

"Authorized Officer" shall mean the Mayor or the President of the Governing Body or the City Clerk or any other person or persons at the time designated to act on behalf of the Issuer or an authorized officer of the Commission or any other person or persons at the time designated to act on behalf of the Commission.

Bond or Bonds

"Bond" or "Bonds" shall mean the Series 2023 Bonds, Refunding Bonds and any Additional Bonds issued pursuant to this Indenture.

Bond Counsel

"Bond Counsel" shall mean an attorney or firm of attorneys approved by the Issuer that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code. Bond Counsel shall initially mean Butler Snow LLP, Ridgeland, Mississippi.

Bondholder

"Bondholder" "Holder" or "holder of Bonds" or "owner of Bonds" or any similar term shall mean the Registered Owner of any Bond in whose name a Bond is registered in the Bond Register.

Bond Construction Account

"Bond Construction Account" shall mean the account by that name created by Section 6.02 hereof.

Bond Issuance Expense Account

"Bond Issuance Expense Account" shall mean the account by that name created by Section 6.02 hereof.

Bond Register

"Bond Register" shall mean the registration records of the Issuer kept by the Trustee to evidence the registration and transfer of the Bonds.

Business Day

"Business Day" means any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York or _____, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (d) any day the City Hall in Hattiesburg, Mississippi is closed, or (e) a day on which the New York Stock Exchange is closed.

City

"City" shall mean the City of Hattiesburg, Mississippi or any successor thereto.

City Bond Resolution

"City Bond Resolution" shall mean the general bond resolution of the Mayor and the City Council of the Issuer adopted on May 16, 2023 in connection with the Series 2023 Bonds.

City Parity Indebtedness

"City Parity Indebtedness" shall mean indebtedness of the City, the payments of which are secured by a lien on the City Revenues on a parity with the lien securing the Series 2023 Bonds.

City Project

"City Project" shall mean together, providing projects as authorized under the Act, including but not limited to (i) the development, construction, furnishing, equipping, erecting and operation of convention and tourism-related facilities within the City, and all improvements, expansions and additions thereto, including but not limited to, the Serengeti Springs Waterpark Development, the Sixth Street Museum District Development, the Lawn at Lake Terrace Development, the Zoo Expansion/Development and improvements to the Convention Center for the promotion of tourism and conventions in the City; (ii) for any other authorized purposes under the Act.

City Revenues

"City Revenues" shall mean a pledge of the revenues derived from the Convention Promotion Tax and any additional revenues derived from the City Project, pursuant to the Act.

Closing Date

"Closing Date" shall mean, in connection with the Series 2023 Bonds, the date on which the Series 2023 Bonds are delivered by the Issuer to, and paid for by the Lender, for and on behalf of the Placement Agent.

Code

"Code" or "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations promulgated thereunder.

Convention Promotion Tax

"Convention Promotion Tax" shall mean the special sales tax authorized by the Act allowing, among other things, the City to levy a special sales tax in an amount not to exceed two percent (2%) of the gross income of (a) restaurants, (b) on-premises alcoholic beverage retailer permittees, and (c) alcoholic beverage package retailer permittees for the purpose of providing funds for the development, construction, furnishing, equipping, erecting and operation of convention and tourism-related facilities within the City which are designed to attract conventions and promote tourism into the City, including the City Project.

Convention Promotion Tax Revenue Fund

"Convention Promotion Tax Revenue Fund" shall mean the Convention Promotion Tax Revenue Fund established under Section 5.1 of the City Bond Resolution which meets the requirements of the Act.

Commission

"Commission" shall mean the Hattiesburg Convention Commission, created by and existing pursuant to the Act.

Costs of Issuance

"Costs of Issuance" shall mean any and all costs and expenses relating to the issuance, sale and delivery of the Series 2023 Bonds, and the execution and delivery of the City Bond Resolution and the Indenture, including, but not limited to, all fees and expenses of legal counsel, municipal advisors or consultants, feasibility consultants and accountants, the initial fees and expenses of the Trustee, the Placement Agent any fee to be paid to the Issuer, bond or reserve fund insurance premiums, credit enhancements or liquidity facility fees, the preparation and printing of this Indenture, the Indenture, the Tax Intercept Agreement, the City Bond Resolution and any preliminary official statement, if applicable, and final official statement, the Series 2023 Bonds, and all other related closing documents, and all other expenses relating to the issuance, sale and delivery of the Series 2023 Bonds required to be paid from the proceeds of the Series 2023 Bonds.

Counsel

"Counsel" shall mean an attorney duly admitted to practice law before the highest court of any state and approved by the Issuer and the Trustee.

Debt Service Reserve Fund

"Debt Service Reserve Fund" shall mean the fund by that name created by Section 6.02 hereof.

Debt Service Reserve Fund Requirement

"Debt Service Reserve Fund Requirement" shall mean (i) an amount equal to the maximum amount of principal and interest becoming due in the current or any future bond year on all Series 2023 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2023 Bonds; and (iii) 10% of the stated principal amount of the Series 2023 Bonds, or if such issue of Series 2023 Bonds has more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2023 Bonds, the Debt Service Reserve Requirement will mean the amount of \$_____, and in future years that amount may be funded to an amount not to exceed the lesser of (i), (ii) and (iii) above. The funds held in the Debt Service Reserve Fund will not be invested at a yield in excess of the yield on the Series 2023 Bonds.

Default

"Default" shall mean an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

Determination of Taxability

"Determination of Taxability" means the date upon which the Trustee receives written notice that an Event of Taxability has occurred.

Event of Default

"Event of Default" shall mean any occurrence or event specified in Section 10.01 hereof.

Event of Taxability

"Event of Taxability" means a determination that the interest income on any Bond does not qualify as exempt interest to the holder thereof under Section 144(a) of the Code ("**Exempt Interest**"), for any reason which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

- (a) the date on which the City informs the Trustee in writing that the interest income on any Bond does not qualify as Exempt Interest if such determination is supported by a written opinion to that effect of Bond Counsel satisfactory to the Trustee; or
- (b) the date on which any change in law or regulation becomes effective or on which the Internal Revenue Service has issued any private ruling, technical advice or any other written communication to the effect that the interest income on any Bond does not qualify as Exempt Interest under Section 103 of the Code; or
- (c) the date on which the City shall receive notice from the Trustee in writing that the Trustee has been advised by the holder of any Bond that the Internal Revenue Service has issued a thirty (30) day letter or other notice which asserts that the interest on such Bond does not qualify as Exempt Interest; or
- (d) the date on which the Trustee receives written notice that the City has taken any action inconsistent with, or has failed to act consistently with, the tax-exempt status of the Series 2023 Bonds;

provided however, that if the Trustee has received an opinion of Bond Counsel satisfactory to it to the effect that the interest on the Series 2023 Bonds continues to qualify as Exempt Interest within ten (10) days of the receipt of any notice, no Event of Taxability shall be deemed to have occurred.

Funds

"Funds" shall mean the funds created pursuant to Article VI hereof (other than the Rebate Fund).

General Account

"General Account" shall mean the account by that name created by Section 6.02 hereof.

General Fund

"General Fund" shall mean the fund by that name created by Section 6.02 hereof.

Governmental Obligations

"Governmental Obligations" shall mean to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: U.S. Treasury obligations, Farmers Home Administration (or the successor thereto), General Services Administration, Guaranteed Title XI financing, Government National Mortgage Association (GNMA); and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by State law.

All Government Obligations must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the Series 2023 Bonds (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

Indenture

"Indenture" shall mean this Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII hereof.

Interest Payment Date

"Interest Payment Date" shall mean any date on which interest is payable on the Bonds, and for the Series 2023 Bonds, June 1 and December 1, commencing December 1, 2023.

Investment Securities

"Investment Securities" means and includes all securities, instruments and the like in which the Issuer is authorized to invest its funds under applicable law.

Issuer

"Issuer" shall mean the City.

Lender

"Lender" shall mean the initial purchaser or purchasers of the Series 2023 Bonds, as provided in the Placement Agreement.

Notice Address

"Notice Address" shall mean, with respect to the Issuer, the Lender, the Trustee and the Placement Agent:

Issuer:	City of Hattiesburg 200 Forrest Street P. O. Box 1898 Hattiesburg, MS 39401 Attention: City Clerk
Trustee:	_____ _____ _____ Attention: Corporate Trust Administration
Lender:	
Placement Agent:	Raymond James & Associates, Inc. 1100 Ridgeway Loop, 3 rd Floor Memphis, TN 38120 Attention: Public Finance

Opinion of Bond Counsel

"Opinion of Bond Counsel" shall mean the opinions by nationally recognized firms experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Issuer and the Trustee.

Opinion of Counsel

"Opinion of Counsel" shall mean a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Bonds, who may (except as otherwise expressly provided in

this Indenture) be Counsel to the Issuer or Counsel to the owners of the Bonds and who is acceptable to the Trustee.

Outstanding

"Outstanding" or "Bonds Outstanding" shall mean all Bonds which have been authenticated and delivered by the Trustee under this Indenture, including Bonds held by the Issuer, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds deemed paid under Article IX hereof; and
- (c) Bonds in lieu of which other Bonds have been authenticated under the Indenture.

Placement Agent

"Placement Agent" shall mean Raymond James & Associates, Inc., Memphis, Tennessee, as the placement agent for the Bonds.

Project

"Project" shall mean providing funds for (a) the City Project, (b) funding the Debt Service Reserve Fund, and (c) paying the Costs of Issuance.

Rebate Fund

"Rebate Fund" shall mean the fund by that name created by Section 6.02 hereof.

Record Date

"Record Date" shall mean, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

Redemption Account

"Redemption Account" shall mean the account by that name created by Section 6.02 hereof.

Redemption Price

"Redemption Price" shall mean, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption prior to maturity.

Refunding Bonds

"Refunding Bonds" shall mean Bonds issued pursuant to Section 2.05 hereof and any Supplemental Indenture.

Registered Owner

"Registered Owner" shall mean the person or persons in whose name any Bond shall be registered on the Bond Register.

Revenues

"Revenues" shall mean the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all Series 2023 Bond payments, any City Revenues and any additional amount paid to and held by the Trustee under the City Bond Resolution.

Reserve Fund Credit Facility

"Reserve Fund Credit Facility" means an irrevocable and unconditional letter of credit, insurance policy or surety bond, the terms of which have been approved by the City and the Issuer, issued by a bank or other financial institution, which is acceptable to the City and the Issuer, having a long-term credit rating of "A" or better, as determined by S&P which Reserve Fund Credit Facility names the Trustee as the beneficiary thereunder; provided, that any such Reserve Fund Credit Facility (other than in insurance policy extending to the maturity date of the Bonds) must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the Issuer or other financial institution providing such Reserve Fund Credit Facility must notify the Trustee and the City, no less than 30 days in advance of the expiration of the Reserve Fund Credit Facility of its intention not to renew or extend such Reserve Fund Credit Facility; (d) permit the Trustee to make a drawing thereunder to fund the Debt Service Reserve Fund no later than five (5) Business Days prior to the earlier of (1) the expiration date of such Reserve Fund Credit Facility and (2) the date the proceeds of such drawing will be needed to fund the Debt Service Reserve Fund.

S&P

"S&P" shall mean Standard & Poor's Credit Market Services, a division of The McGraw Hill Companies, Inc., a New York corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer by written notice to the Trustee.

Security Documents

"Security Documents" shall mean this Indenture, the City Bond Resolution, the Series 2023 Bonds, the Pledge Agreement, and/or any additional or supplemental document executed in connection with the Series 2023 Bonds.

Series 2023 Bonds

"Series 2023 Bonds" shall mean the \$7,500,000 City of Hattiesburg, Mississippi Convention Promotion Tax Revenue Bonds, Series 2023 issued pursuant to Section 2.01 of this Indenture.

State

"State" shall mean the State of Mississippi.

Supplemental Indenture

"Supplemental Indenture" shall mean an indenture supplemental to or amendatory of this Indenture, executed by the Issuer and the Trustee in accordance with Article XII hereof.

Treasury Regulations

"Treasury Regulations" shall mean all proposed, temporary or permanent federal income tax regulations then in effect and applicable.

Trust Estate

"Trust Estate" shall mean the property, rights, and amounts pledged and assigned to the Trustee pursuant to the Granting Clauses hereof.

Trustee

"Trustee" shall mean _____, or any successor trustee appointed, qualified and then acting as such under the provisions of the Indenture.

SECTION 1.02. Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) The words "herein" and "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Indenture as a whole rather than to any particular section or subdivision of this Indenture.

(b) References in this Indenture to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Indenture as originally executed.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and all computations provided for herein shall be made in accordance with generally accepted accounting principles consistently applied and applied on the same basis as in prior years.

(d) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Indenture.

(e) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Indenture.

(g) For purposes of this Indenture, a petition in bankruptcy shall be deemed dismissed only if either (a) the petition is dismissed by order of a court of competent jurisdiction and no further appeal rights exist from such order or (b) the Issuer notifies the Indenture Trustee that such a dismissal has occurred.

(h) Any Opinion of Counsel required hereunder shall be a written opinion of such counsel.

ARTICLE II.

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.01. Authorization and Issuance of Series 2023 Bonds. In accordance with the Act, the "City of Hattiesburg, Mississippi Convention Promotion Tax Revenue Bonds, Series 2023" are hereby authorized to be issued. The aggregate principal amount of the Series 2023 Bonds that may be issued, authenticated and Outstanding hereunder is Seven Million Five Hundred Thousand Dollars (\$7,500,000).

(b) There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or the Redemption Price of and interest on all of the Series 2023 Bonds issued pursuant to this Indenture. The Series 2023 Bonds shall be payable solely from the Revenues. The Series 2023 Bonds shall contain on the face thereof a statement to the effect that the Issuer is obligated to pay the principal of the Series 2023 Bonds, the interest and the redemption premium, if any, thereon only from the Revenues. The Issuer does hereby pledge to and agree with the holders of any Series 2023 Bonds that the Issuer will not limit or alter the rights hereby vested in the Trustee to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds, are fully met with any action or proceeding by or on behalf of such holders of Bonds, are fully met and discharged. All Series 2023 Bonds shall mature on or before June 1, 2038.

SECTION 2.02. Purpose and Disposition of Series 2023 Bonds. The purpose for issuing the Series 2023 Bonds is to (a) finance the City Project; (b) fund the Debt Service Reserve Fund, and (c) fund the Bond Issuance Expense Account of the General Fund to pay the Costs of Issuance. Upon the delivery of the Series 2023 Bonds and receipt of the net proceeds thereof, the Lender shall deliver to the Trustee proceeds of the Series 2023 Bonds in the amount of \$7,500,000. The proceeds of the Series 2023 Bonds shall be deposited as follows: (1) into the Bond Issuance Expense Account of the General Fund, the sum of \$_____ to pay Costs of Issuance; (2) into the Debt Service Reserve Fund the sum of \$_____; and (3) into the Bond Construction Account, the sum of \$_____.00 to finance the City Project.

SECTION 2.03. General Description of the Series 2023 Bonds. The Series 2023 Bonds shall be issuable as fully registered bonds in the denomination of \$100,000 and integral multiples of \$1,000 in excess thereof and shall be numbered separately from R-1 upwards without regard to maturity.

Each Series 2023 Bond shall be dated its date of original issuance and shall carry the date on which it is authenticated.

Interest on the Series 2023 Bonds shall be payable on June 1 and December 1 of each year, commencing December 1, 2023, until the Series 2023 Bonds are paid. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

The Series 2023 Bonds shall mature on June 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

Year of Maturity	Principal Amount	Interest Rate
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SECTION 2.04. Provisions for Issuance of the Series 2023 Bonds. The Series 2023 Bonds shall be executed by Authorized Officers of the Issuer for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Issuer or to the purchasers thereof, as specified in a written order of the Issuer, but only upon the receipt by the Trustee of:

(a) An Opinion of Counsel dated as of the date of delivery thereof to the effect that (1) the Indenture and the performance by the Issuer of its obligations hereunder, have been duly authorized, and the Indenture has been duly executed and delivered by the Issuer and constitutes the legal, valid and binding agreement of the Issuer, enforceable in accordance with its terms; (2) the Series 2023 Bonds have been duly authorized, sold, executed and delivered by the Issuer, and are valid and binding obligations of the Issuer enforceable in accordance with their terms; and (3) all resolutions and actions of the Issuer relating to the documents in question and all related proceedings comply with all rules and regulations of the Issuer and all approvals or other actions required to be obtained or taken by the Issuer under the Act have been obtained or taken as required;

(b) A written order as to the delivery of such Series 2023 Bonds, signed by an Authorized Officer;

(c) A copy of the resolution adopted and approved by the Issuer, authorizing the execution and delivery of the Indenture and the sale and issuance of such Series 2023 Bonds, certified by an Authorized Officer;

(d) A copy of the Pledge Agreement, the Placement Agreement and the Indenture;

(e) Opinion of Bond Counsel dated as of the date of delivery thereof;

(f) A certificate of an Authorized Officer that the Act has not been repealed or amended in a manner that would adversely affect the rights of owners of such Series 2023 Bonds; and

(g) Such further documents, monies and securities as are required by the provisions of Article VII hereof or required by the Lender.

SECTION 2.05. Provisions for Issuance of Refunding Bonds and Additional Bonds.

(a) All or any part of one or more series of Refunding Bonds may be authenticated and delivered upon original issuance to refund all or any part of the Outstanding Bonds. Refunding Bonds shall be issued in a principal amount sufficient, together with other monies available therefor, to accomplish such refunding and to make such deposits required by the provisions of the Act, this Section and by the Supplemental Indenture authorizing said Refunding Bonds.

(b) Refunding Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.04 hereof) of:

(i) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Bonds to be refunded on the redemption date specified in such instructions;

(ii) Irrevocable instructions to the Trustee, satisfactory to it, to give notice provided for in Section 4.05 hereof to the owners of the Bonds being refunded (which may be a conditional notice of redemption); and

(iii) Either (A) monies in an amount sufficient to effect payment at the applicable Redemption Price or principal payment amount of the Bonds to be refunded or paid, respectively, together with accrued interest on such Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which monies shall be held by the Trustee or any one or more of the Trustees in a separate account irrevocably in trust for and assigned to the respective owners of the Bonds to be refunded or paid, or (B) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX which Governmental Obligations shall be held in trust and used only as provided in said Article.

(c) Refunding Bonds shall be secured by the Trust Estate with a lien on parity with all other Outstanding Bonds. In connection with the issuance of Refunding Bonds, the Issuer shall provide to the Trustee a written certificate stating that the requirements under Section 4.5 of the City Bond Resolution with respect to City Parity Indebtedness has been met; and such City Parity Indebtedness shall be acquired by the Issuer and pledged as a part of the Trust Estate under the provisions of a Supplemental Indenture.

(d) Provided there is no Event of Default, Additional Bonds may be issued under a Supplemental Indenture. Such Additional Bonds shall be secured by the Trust Estate with a lien on parity with any other Outstanding Bonds. In connection with the issuance of Additional Bonds:

(i) The Issuer will issue City Parity Indebtedness meeting the requirements under Section 4.5 of the City Bond Resolution; and

(ii) Such City Parity Indebtedness shall be acquired by the Issuer and pledged as part of the Trust Estate under the provisions of a Supplemental Indenture; and

(iii) The Debt Service Reserve Fund Requirement shall be increased consistent with this Indenture and Section 4.5 of the City Bond Resolution.

(e) Additional Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.04 hereof) of a Issuer written certificate providing that that the requirements of Section 4.5 of the City Bond Resolution have been met and complied with by the Issuer.

(f) Additionally, the Issuer may issue other City Parity Indebtedness as authorized by a duly adopted resolution of the Issuer in accordance with the provisions of Section 4.5 of the City Bond Resolution. Such resolution of the Issuer and the certificate of the Issuer stating that the requirements of Section 4.5 of the City Bond Resolution have been met shall be filed by the Issuer with the Trustee within ten (10) days prior to the closing of such other City Parity Indebtedness.

SECTION 2.06. Form of Bonds. The Bonds and the Trustee's certificate of authentication to be endorsed on the Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture:

[FORM OF BOND]

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

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI

\$_____,000

CITY OF HATTIESBURG, MISSISSIPPI
CONVENTION PROMOTION TAX REVENUE BOND, SERIES 2023

No. R-_____ \$_____

Interest Rate	Maturity Date	Original Date	Date of Authentication	CUSIP
____%	____ 1, 20__	_____, 2023	_____, 2023	_____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

The City of Hattiesburg, Mississippi, a body corporate and politic (the "**Issuer**"), organized under the laws of the State of Mississippi (the "**State**"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof upon payment of the final maturity, the principal amount stated below in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Dates specified below, unless this Bond shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the date hereof or the interest payment date to which interest has been paid at the Interest Rate per annum stated below, payable on each June 1 and December 1 commencing December 1, 2023, until payment of such principal amount shall have been made upon redemption or at maturity. The principal of this Bond is payable at the principal corporate trust office of _____ Bank, as Trustee, in the City of _____, Mississippi, or at the principal corporate trust office

of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration books kept by the Trustee at the close of business on the fifteenth day of the month prior to such Interest Payment Date) by check dated the due date and mailed on the due date by the Trustee to such Registered Owner at his address as it appears on the registration books of the Issuer kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner or at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds delivered to the Trustee at least one business day prior to the Record Date (as defined in the Indenture) for which such election will be effective by wire transfer on the due date to the Registered Owner or by deposit into the account of the Registered Owner on the due date if such account is maintained by the Trustee.

The Bonds shall mature on June 1 of each year, as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT

This Bond, and the interest payable hereon and thereon, are payable solely by the Issuer from the City Revenues (as defined herein) and other funds of the Issuer pledged therefor under the Indenture. This Bond, both as to principal and interest, does not constitute a debt, liability or loan of the credit of the State or, except for the Issuer, any political subdivision thereof under the constitution or statutes of the State. The Issuer does hereby pledge to and agree with the holders of any Series 2023 Bonds that it will not limit or alter the rights hereby vested to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds, are fully met with any action or proceeding by or on behalf of such holders of Bonds, are fully met and discharged.

This Bond is one of an authorized issue of bonds of the Issuer known as "City of Hattiesburg, Mississippi, Convention Promotion Tax Revenue Bonds, Series 2023" (the "**Series 2023 Bonds**") issued under and secured by an Indenture of Trust dated _____, 2023 (the "**Indenture**") duly executed and delivered by the Issuer to _____ Bank, _____, Mississippi, as Trustee (the "**Trustee**"). The Series 2023 Bonds are limited in aggregate principal amount to Seven Million Five Hundred Thousand Dollars (\$7,500,000). The Series 2023 Bonds are issued pursuant to Chapter 952, Local and Private Laws of 1991, as amended by Chapter 854, Local and Private Laws of 1992, as amended by Senate Bill Senate Bill No. 3367, 1994 Regular Session of the Mississippi Legislature, as amended, as the same may be in effect from time to time (collectively, the "**Act**") and a Bond Resolution dated May 16, 2023, to provide funds to pay the cost of (i) the development, construction, furnishing, equipping, erecting and

operation of convention and tourism-related facilities within the Issuer, and all improvements, expansions and additions thereto, including but not limited to, the Serengeti Springs Waterpark Development, the Sixth Street Museum District Development, the Lawn at Lake Terrace Development, the Zoo Expansion/Development and improvements to the Convention Center for the promotion of tourism and conventions in the Issuer; and for any other authorized purposes under the Act (collectively, the "**City Project**"), (ii) funding a Debt Service Reserve Fund, and (iii) paying costs of issuance (the "**Project**").

The Series 2023 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another and with any Refunding Bonds which may be issued pursuant to Section 2.05 of the Indenture (collectively, the "**Bonds**"). To secure payment of principal of and interest on all the Bonds and performance of all other covenants of the Issuer under the Indenture, the Issuer, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all rights, title and interest of the Issuer in and to all moneys and securities from time to time received and held by the Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof except any moneys and securities held in the rebate fund established under the Indenture and all revenue generated by the Issuer from the levy of the Convention Promotion Tax authorized pursuant to the Act and pledged by the Issuer pursuant to the Pledge Agreement as defined in the Indenture (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "**Revenues**"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Issuer, the Trustee and the owners of the Bonds, the terms and conditions upon which the Series 2023 Bonds are issued and the terms and conditions upon which the Bonds will be paid at or prior to maturity or will be deemed to be paid upon the making of provision for payment therefor. Copies of the Indenture are on file at the principal corporate trust office of the Trustee.

This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Bond. This Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer a new Bond or Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

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

The Series 2023 Bonds are issuable as fully registered bonds in the denominations of \$100,000 and integral multiples of \$1,000 in excess thereof and shall be numbered separately from R-1 upwards without regard to maturity, payable as hereinabove set forth. Subject to the limitations and upon payment of any taxes or governmental charges, the Series 2023 Bonds may

be exchanged for a like aggregate principal amount of Series 2023 Bonds of the same maturity of authorized denominations.

The Series 2023 Bonds maturing on June 1, 20____ and thereafter will be subject to redemption prior to their respective maturities, at the option of the Issuer, in whole or in part, in principal amounts and maturities selected by the Issuer, on any date on or after June 1, 20____, at par, plus accrued interest to the date of redemption and without premium.

The Bonds are subject to mandatory redemption, without premium, in the event of a Determination of Taxability, as defined in the Indenture, at a redemption price equal to the outstanding principal amount thereof, plus accrued and unpaid interest to the redemption date (the "**Redemption Price**"). The Redemption Price shall constitute payment in full to the Bondholders for any loss or damages arising out of a Determination of Taxability. The Issuer may contest a Determination of Taxability upon receipt of an opinion from Bond Counsel that an Event of Taxability has not occurred.

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 Issuer, and the Trustee, in its sole discretion, shall select the Bonds to be redeemed by lot within a selected maturity, provided that such Bonds shall be redeemed only in whole multiples of \$1,000. In accordance with DTC's standard practices and its agreement with the Issuer, DTC and the DTC Participants will make this selection so long as the Series 2023 Bonds are in book-entry form.

In the event any of the Series 2023 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2023 Bonds to be redeemed will be given by mailing a copy of the redemption notice by registered or certified mail not less than 30 days nor more than 45 days prior to the date fixed for redemption to the Registered Owner of the Series 2023 Bond to be redeemed at the address shown on the registration books kept by the Trustee. Failure to give such notice by mailing, or any defect therein with respect to any Series 2023 Bond, shall not affect the validity of any proceedings for the redemption of other Series 2023 Bonds. All Series 2023 Bonds so called for redemption will cease to bear interest on the specified redemption date, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment at that time.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Issuer hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Issuer to exist, happen and be performed prior to the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; that the issuance of the Series 2023 Bonds, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation set forth in the Act; and that the revenues pledged to the payment of the principal of and interest on the Series 2023 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name and on its behalf by the manual signature of its Mayor and a manual seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the manual signature of its City Clerk.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2023 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

BANK
_____, MISSISSIPPI
as Trustee

By: _____
Authorized Representative

[Form of Validation Certificate]

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF FORREST

The undersigned City Clerk of the City of Hattiesburg, Mississippi, does hereby certify that the within Series 2023 Bond has been validated and confirmed by Decree of the Chancery Court of Forrest County, Mississippi, rendered on the _____ day of 2023.

City Clerk

(SEAL)

ASSIGNMENT

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

(Please Insert Social Security or other Identifying Number of Assignee)

(Please print or typewrite name and address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

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

NOTE: Signature(s) must be guaranteed by a member of a nationally recognized Medallion Signature Guaranty Program acceptable to the Trustee.

By _____
Authorized Officer

[END OF BOND FORM]

SECTION 2.07. Book-Entry Only System. Notwithstanding any other provision of this Indenture to the contrary, the terms of this Section 2.07 shall be applicable to the Series 2023 Bonds except as allowed by Section 2.08 hereof. The Series 2023 Bonds shall be initially issued in the form of a separate single fully registered Series 2023 Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2023 Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.09 hereof, all of the Outstanding Series 2023 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Series 2023 Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Issuer and the Trustee shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("**DTC Participants**") or to any person on behalf of whom such a DTC Participant holds an interest in the Series 2023 Bonds. Without limiting the immediately preceding sentence, the Issuer, the Placement Agent and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2023 Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Series 2023 Bonds, including any notice of redemption, or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Series 2023 Bonds. Notwithstanding any other provision of this Indenture to the contrary, the Issuer, the Trustee and each paying agent, if any, shall be entitled to treat and consider the person in whose name each Series 2023 Bonds is registered in the Bond Register as the absolute owner of such Series 2023 Bonds for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2023 Bonds, for the purpose of giving notices of redemption and other matters with respect to such Series 2023 Bonds, for the purpose of registering transfers with respect to such Series 2023 Bonds, and for all other purposes whatsoever. The Trustee and each paying agent, if any, shall pay all principal of, premium, if any, and interest on the Series 2023 Bonds only to or upon the order of

the respective Bondholders, as shown in the Bond Register as provided in this Indenture, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2023 Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the Bond Register, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominees of DTC; and upon receipt of such a notice, the Trustee shall promptly deliver a copy of the same to each paying agent, if any.

SECTION 2.08. Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer and the Trustee determine that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representations or that it is in the best interest of the Beneficial Owners of the Series 2023 Bonds that they be able to obtain certificated Series 2023 Bonds, the Issuer and the Trustee shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Series 2023 Bond certificates to such successor securities depository or (b) notify DTC and DTC Participants of the availability through DTC of Series 2023 Bond certificates and transfer one or more separate Series 2023 Bond certificates to DTC Participants having Series 2023 Bonds credited to their DTC accounts. In such event, the Series 2023 Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Series 2023 Bonds shall designate, in accordance with the provisions of this Indenture.

SECTION 2.09. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Series 2023 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Series 2023 Bonds and all notices with respect to such Series 2023 Bonds shall be made and given, respectively, in the manner provided in DTC's Blanket Letter of Representations. The Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants.

ARTICLE III.

GENERAL TERMS AND PROVISIONS OF BONDS

SECTION 3.01. Medium, Form and Place of Payment. The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the Registered Owners as of the Record Date. The Issuer may provide for the payment of interest on Bonds to holders of \$1,000,000 or more by wire transfer or electronic funds transfer or by such other method as is acceptable to the Trustee and the Bondholder upon written election of such Bondholder at least one Business Day prior to the applicable Record Date. Principal shall be payable at the principal corporate trust office of the Trustee upon presentation of the Bonds to be paid.

SECTION 3.02. Legends. The Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Issuer prior to the delivery thereof.

SECTION 3.03. Execution. The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Issuer, which seal shall be attested by the manual or facsimile signature of the City Clerk. In case any officer of the Issuer whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Issuer by such officer as at the time of the execution of such Bonds shall be duly authorized or hold the proper office of the Issuer although at the date borne by the Bonds or at the date of delivery of the Bonds such officer may not have been so authorized or have held such office.

SECTION 3.04. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the following form shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture:

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2023 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

_____, as **Trustee**

By _____
Authorized Signatory

The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

SECTION 3.05. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed; provided that in the case of any mutilated Bond, such Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with security and/or indemnity satisfactory to it. In the event any such Bond shall have matured or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee together with security and/or indemnity satisfactory to it, before any payment may be made. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bonds mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.05 shall be deemed part of the original series of the Bonds in respect of which it was issued and a contractual obligation of the Issuer replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

SECTION 3.06. Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause the Bond Register to be kept by the Trustee at its principal corporate trust office, and the Trustee is hereby constituted and appointed the bond registrar of the Issuer. At reasonable times and under reasonable regulations established by the Trustee, said Bond Register may be inspected by the Issuer or by owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bonds then Outstanding.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity for a like

aggregate principal amount. The Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Issuer of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required (a) to register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds, or (b) to register, transfer or exchange any Bonds selected, called or being called for redemption prior to their stated maturity in whole or in part after mailing notice of such call has been made.

The person in whose name a registered Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest thereon, shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Bonds delivered upon any transfer or exchange shall be valid obligations of the Issuer, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

SECTION 3.07. Destruction of Bonds. Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal amount or interest represented thereby or for replacement pursuant to Section 3.05 hereof, such Bond shall be canceled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Issuer.

SECTION 3.08. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Bonds within four (4) years after the date on which the same shall become due shall be repaid by the Trustee to the Issuer and thereafter the Bondholders shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

SECTION 3.09. Other Obligations Payable from Revenues. The Issuer shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for Refunding Bonds and Additional Bonds issued pursuant to Section 2.05 of this Indenture, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate. Notwithstanding the foregoing, the Issuer may issue City Parity Indebtedness pursuant to, and in accordance with, Section 4.5 of the City Bond Resolution.

SECTION 3.10. Temporary Bonds. Until the definitive Bonds are ready for delivery, the Issuer may execute, in the same manner as is provided in Section 3.03, and, upon the request of the Issuer, the Trustee shall authenticate and deliver, one or more temporary Bonds, which shall be fully registered ("**Temporary Bonds**"). Such Temporary Bonds shall be subject to the same provisions, limitations and conditions as the definitive Bonds and shall be substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in the denominations of \$100,000 and integral multiples of \$1,000 in excess thereof as authorized by the Issuer, and with such omissions, insertions and variations as may be appropriate to Temporary Bonds. The Issuer at its own expense shall prepare and execute and, upon the surrender of such Temporary Bonds shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the Temporary Bonds surrendered. Until so exchanged, the Temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture.

If the Issuer shall authorize the issuance of Temporary Bonds in more than one denomination, the owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the Issuer shall execute and the Trustee, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.06, shall authenticate and deliver a temporary Bond or Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All Temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

SECTION 3.11. Limitations on Obligations of the Issuer. The Bonds, together with interest thereon, shall be limited obligations of the Issuer but payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability of the State or of political subdivision thereof, except for the Issuer, under the constitution of the State or a pledge of the faith and credit of the State or any political subdivision thereof, including the Issuer, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture. The Issuer does hereby pledge to and agree with the holders of any Series 2023 Bonds that it will not limit or alter the rights hereby vested in the Issuer to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or

proceeding by or on behalf of such holders of Bonds, are fully met with any action or proceeding by or on behalf of such holders of Bonds, are fully met and discharged.

SECTION 3.12. Immunity of Officers and Directors. No recourse shall be had for the payment of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Issuer or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Issuer or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

ARTICLE IV.

REDEMPTION OF BONDS PRIOR TO MATURITY

SECTION 4.01. Privilege of Redemption and Redemption Prices.

Optional Redemption. The Series 2023 Bonds maturing on June 1, 20____ and thereafter will be subject to redemption prior to their respective maturities, at the option of the Issuer, in whole or in part, in principal amounts and maturities selected by the Issuer, on any date on or after June 1, 20____, at par, plus accrued interest to the date of redemption and without premium.

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 Issuer, and the Trustee, in its sole discretion, shall select the Bonds to be redeemed by lot within a selected maturity, provided that such Bonds shall be redeemed only in whole multiples of \$1,000. In accordance with DTC's standard practices and its agreement with the Issuer, DTC and the DTC Participants will make this selection so long as the Series 2023 Bonds are in book-entry form.

Mandatory Redemption. The Series 2023 Bonds are subject to Mandatory Redemption, without premium, in the event of a Determination of Taxability at any time in whole at a redemption price equal to the outstanding principal amount thereof plus accrued and unpaid interest to the date of redemption (the "**Redemption Price**"). The Redemption Price shall constitute payment in full to the Bondholders for any loss or damages as a result of a Determination of Taxability. The Issuer may contest any finding that an Event of Taxability has occurred upon receipt of an opinion from Bond Counsel that an Event of Taxability has not occurred upon which the Series 2023 Bonds shall not be redeemed pending the outcome of such contest.

SECTION 4.02. Redemption at the Election or Direction of the Issuer. In the case of any redemption of Bonds, the Issuer shall give written notice to the Trustee of its election or direction so to redeem, of the redemption date, of the principal amounts of the Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Issuer in its sole discretion, subject to any limitations with respect thereto contained in the Act and this Indenture) and of the monies to be applied to the payment of the Redemption Price. Such notice shall be given at least thirty (30) but no more than forty-five (45) days prior to the redemption date. On or prior to the redemption date, the Issuer shall pay to the Trustee an amount in cash which, in addition to other monies, if any, available therefor held by such Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof, together with interest accrued to the redemption date, all of the Bonds to be redeemed.

SECTION 4.03. Selection of Bonds to be Redeemed. If less than all of the Bonds are to be redeemed, the Bonds shall be redeemed only in whole multiples of \$1,000 or any integral multiple thereof. For purposes of redemption, each \$1,000 of principal shall be considered as a Bond. If less than all of the Bonds shall be called for redemption, the principal amount and maturity of the particular Bonds to be redeemed shall be selected by the Issuer and the Trustee

shall select the particular Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine.

SECTION 4.04. Redemption Payments. If funds shall be deposited with the Trustee on or before the redemption date in an amount sufficient to pay the Redemption Price of the Bonds or portions thereof called, including accrued interest thereon to the redemption date, the Trustee is hereby authorized and directed to apply such funds to the payment of such Bonds. If proper notice of redemption by mailing has been given as provided in Section 4.05 and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

SECTION 4.05. Notice of Redemption. Notice of the call for any redemption, identifying the Bonds to be redeemed, shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption to the Lender and to the registered owner of each Bond to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Bonds.

In the event of mandatory redemption resulting from a Determination of Taxability, notice shall be given as provided in Section 4.05 but shall be given within five (5) days from the date that (i) the Issuer agrees in writing that it will not exercise its right to contest such finding; or (ii) a final unappealable decision of a court is rendered to the effect that the Series 2023 Bonds are not exempt from federal income taxation.

The Issuer and the Trustee may also voluntarily publish the redemption notice in newspapers or financial journals and on dates selected by the Issuer.

SECTION 4.06. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.07 hereof.

ARTICLE V.

GENERAL COVENANTS

SECTION 5.01. Payments of Principal and Interest. The Issuer covenants and agrees that it will promptly pay, or cause the Commission to pay for and on behalf of the Issuer, the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the Issuer solely from Revenues and any other funds or assets of the Issuer hereinafter pledged to the Trustee as security by the Issuer to the extent of that pledge.

SECTION 5.02. Performance of Covenants by the Issuer. The Issuer covenants and agrees that it will faithfully perform, or cause the Commission to perform, at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, if any, and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Issuer covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture and the City Bond Resolution have been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Issuer according to the terms thereof and hereof.

SECTION 5.03. Instruments of Further Assurance. The Issuer covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Bonds.

SECTION 5.04. Covenants Concerning Program.

In order to provide for the payment of the principal, premium, if any, and interest on the Bonds, the Issuer shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, (1) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears), and (2) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Issuer to protect its rights with respect to or to cause the Commission to maintain any insurance and to enforce all terms, covenants and conditions in connection with the operation of the Project including the collection, custody and prompt application of all payments and deposits required by the terms of this Indenture for the purposes for which they were made.

SECTION 5.05. Possession and Inspection of Bonds. The Trustee covenants and agrees to retain or cause its agent to retain a copy of the transcript or documents related to the Bonds and to release them only in accordance with the provisions of this Indenture. The Issuer and the Trustee covenant and agree that all records and documents in their possession relating to the Bonds and the City Bond Resolution shall at all times be open to inspection by such accountants or other agencies or persons as the Issuer or the Trustee may from time to time designate or approve.

SECTION 5.06. Accounts and Reports. The Issuer covenants and agrees that it will cause the Commission to keep proper books of record and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the City Project and the Funds and Accounts established by this Indenture. Such books, and all other books and papers of the Commission and the Issuer, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the owners of an aggregate of not less than 5% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees to provide to the Commission, with a copy to the Issuer, prior to the twentieth day of the month following the end of each six-month period, commencing with the period ending June 1, 2024, a statement of the amount on deposit in the Series 2023 Bond Construction Account and the Series 2023 Debt Service Fund, as of the first day of that month and of the total deposits to and withdrawals from each during the preceding six-month period.

The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the owners of an aggregate of not less than 5% in principal amount of the Bonds then Outstanding who file or have filed a written request therefor with the Trustee.

SECTION 5.07. Annual Budget.

The Issuer shall cause the Commission, at least thirty (30) days prior to the beginning of each Fiscal Year, to prepare and file in the office of the Trustee, if requested, a preliminary budget covering its operations for the Fiscal Year which shall be open to review by any Bondholder. The Commission, with the approval of the Issuer, may at any time amend its annual budget in the manner provided for in the Act and the City Bond Resolution.

SECTION 5.08. Monitoring Investment. The Issuer covenants and agrees to regularly review or cause the Commission to review, the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bonds.

SECTION 5.09. Reserved.

SECTION 5.10. Covenants Concerning Preservation of Tax Exemption. The Issuer hereby covenants and agrees, and will cause the Commission to covenant and agree, to take all qualifying actions and to not fail to take any qualifying actions which are necessary in order to

protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Bonds. For this purpose, the Issuer shall approve and deliver, or will cause the Commission to approve and deliver, to the Trustee a certificate concerning the provisions of the Code necessary to protect and preserve such exclusion. Such certificate may only be amended from time to time upon the receipt by the Trustee of the Opinion of Bond Counsel to the effect that compliance by the Issuer (or the Commission) with such certificate will not adversely affect the exclusion of interest on the Bonds from gross income of the holders thereof for federal income tax purposes.

ARTICLE VI.

REVENUES AND FUNDS

SECTION 6.01. Source of Payment of Bonds. The Bonds and all payments by the Issuer hereunder are limited obligations of the Issuer payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein. The Issuer and the Commission will execute and deliver the Pledge Agreement which will pledge the Convention Promotion Tax to the payment of the principal and interest on the Bonds and obligate the Commission to comply with the terms and provisions of the City Bond Resolution and this Indenture.

SECTION 6.02. Creation of Funds. There are hereby created by the Issuer and ordered established the following funds to be held by the Trustee: (a) the General Fund; (b) the Rebate Fund; and (c) the Debt Service Reserve Fund. There is hereby created and established in the General Fund a "General Account," a "Bond Issuance Expense Account," a "Redemption Account," and a "Bond Construction Account." Upon the written request of the Issuer, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the Issuer may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

SECTION 6.03. Deposit of Bond Proceeds of Bonds.

(a) The Trustee shall deposit the proceeds from the sale of the Series 2023 Bonds in the manner provided in Section 2.02 hereof.

(b) The Trustee shall deposit the proceeds of any Refunding Bonds or Additional Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

SECTION 6.04. Deposit of Revenues and Other Receipts. Upon receipt of any Revenues or other receipts (except the proceeds of the Bonds and monies received upon sale or prepayment prior to maturity of the Series 2023 Bonds), the Trustee shall deposit such amounts into the General Account.

SECTION 6.05. Operation of General Account.

The Trustee shall deposit in the General Account of the General Fund all monies and funds required to be deposited therein pursuant to the provisions of this Article VI.

The Trustee shall invest such funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

(a) On or before each Interest Payment Date, to the Trustee such amount as shall be necessary to pay the principal and interest coming due on the Bonds on such Interest Payment Date;

(b) As soon as funds become available, to the Debt Service Reserve Fund sufficient amount to assure that there is on deposit therein the Debt Service Reserve Fund Requirement;

(c) At such times as shall be necessary, to pay Program Expenses; and

(d) On or before thirty (30) days after each anniversary of the issuance of the Series 2023 Bonds, the amounts, if any, to be transferred to the Rebate Fund.

After making such deposits in subsections (a) through (d) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of Series 2023 Bond Payments in the succeeding twelve (12) months and shall transfer all moneys in the General Account, which, together with such expected receipts for the succeeding twelve (12) months are in excess of the amounts needed to pay principal and interest on the Series 2023 Bonds within the immediately succeeding twelve month period, to the Issuer at the written request of the Issuer.

The Issuer hereby covenants and agrees that so long as any of the Series 2023 Bonds issued hereunder are Outstanding, it will deposit or cause the Commission to deposit in the General Account sums, but only from the Revenues or other monies or securities available therefor, sufficient to meet and pay promptly the principal, redemption premium, if any, and interest on the Series 2003 Bonds as the same become due and payable and acknowledges and agrees to withhold or cause the Commission to withhold from the Convention Promotion Tax Revenue Fund, amounts sufficient and required to fully fund the General Account prior to making any deposit into any other Fund or Account.

SECTION 6.06. Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all monies received upon the prepayment prior to maturity of the Bonds and all other monies required to be deposited therein pursuant to the provisions of Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account to redeem Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

SECTION 6.07. Operation of the Bond Construction Account. The Trustee shall deposit in the Bond Construction Account all monies required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Bond Construction Account to provide pay the Costs of the Project upon receipt from the Issuer or the Commission, which is the Issuer's designee, by the Trustee of

(a) original executed requisitions (upon which the Trustee shall rely and shall be protected in relying) signed by an Authorized Officer stating with respect to each payment to be made:

(1) the requisition number,

- (2) the name and address of the person to whom payment is due or, in the event such payment is to reimburse the Issuer or the Commission, the name and the address of the person to whom payment previously has been made (or, in the case of payments to the General Account, instructions to make such payments to the General Account),
 - (3) the amount to be paid,
 - (4) that there has been no "Event of Default" under Section 10.01 of this Indenture, and
 - (5) that each obligation, item of cost or expense mentioned therein has been properly incurred, is a proper charge against the Bond Construction Account and has not been the basis of any previous withdrawal; and
- (b) copies of all invoices or statements from a contractor, vendor or other payee or other document supporting each requisition for payment from the Bond Construction Account and clearly identifying the property or service comprising the Cost of the Project to be paid or reimbursed which shall be maintained by the Trustee.

If any contract provides for retention by the Commission of a portion of the contract price, there shall be paid from the Bond Construction Account only the net amount remaining after deduction of such portion, until such retainage becomes due in accordance with the terms of the contract.

The Trustee shall thereafter advance to the Commission or the Issuer, or its designee, for application to such costs, moneys sufficient to meet the requirements of the requisition, such form of requisition is attached hereto as **EXHIBIT B**.

SECTION 6.08. Operation of Bond Issuance Expense Account. The Trustee shall deposit in the Bond Issuance Expense Account the monies required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

- (a) Upon receipt of acceptable invoices and the written authorization of an Authorized City Representative, to pay the Costs of Issuance of the Project or to reimburse the Issuer for amounts previously advanced for such costs, for and on behalf of the Issuer; and

(b) On the date which is sixty (60) days after the date of issuance of the Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

SECTION 6.09. Operation of the Debt Service Reserve Fund.

(a) The Trustee shall deposit in the Debt Service Reserve Fund all moneys required to be deposited therein pursuant to Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and, except as provided in this Section 6.09, shall disburse the funds held in the Debt Service Reserve Fund solely to the General Account for the payment of interest on and principal of the Series 2023 Bonds and only in the event that moneys in the General Account are insufficient to pay principal of and interest on the Series 2023 Bonds after making all the transfers thereto required to be made under Section 6.06 (from the Redemption Account). In the event that moneys are withdrawn from the Debt Service Reserve Fund, the Issuer shall restore such Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Requirement; provided, however, that any obligation of the Issuer to restore any deficiency in Debt Service Reserve Fund to the Debt Service Reserve Requirement shall be a limited obligation of the Issuer payable solely from Revenues as provided in Section 3.11 of this Indenture. Pursuant to Section 10.01(j) of this Indenture, failure by the Issuer to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement within 360 days after the end of the Fiscal Year during which a deficiency occurs is an Event of Default.

(b) Any amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement shall be transferred to the General Account; provided, however, such amounts in excess of the Debt Service Reserve Requirement shall be paid to the Issuer at the request of the Issuer.

(c) The Issuer may, at any time, provide the Trustee with a Reserve Fund Credit Facility to be substituted for all or a portion of the amount of money and investments in the Debt Service Reserve Fund equal to the amount available for drawing under such Reserve Fund Credit Facility; provided that such right of substitution shall be subject to the following conditions:

(i) The Trustee shall receive an opinion of counsel acceptable to the Trustee, in form and substance satisfactory to the Trustee, addressed to the Trustee, and the Issuer as to the due authorization, execution, delivery and enforceability of the Reserve Fund Credit Facility in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of the Reserve Fund Credit Facility is not a domestic entity, an opinion of foreign counsel to the same effect in form and substance satisfactory to the Trustee; and

(ii) The Trustee and the Issuer shall receive an opinion of nationally recognized counsel, in form and substance satisfactory to each of them, to the effect that substitution of such Reserve Fund Credit Facility and the proposed application to the amounts in the Debt Service Reserve Fund will not cause the interest of the Bonds to become includable in gross income for federal income taxation purposes; and

(iii) The obligation of the Issuer to reimburse the issuer of the Reserve Fund Credit Facility for any fees or expenses or claims or drawings under such Reserve Fund Credit Facility shall be subordinate to the payment of debt service on the Bonds under this Indenture; and

(iv) The Reserve Fund Credit Facility must provide for a revolving feature under which the amount available for drawing thereunder will be reinstated to the extent of any reimbursement of drawings or claims paid; and

(v) The value of the assets (including the amount available for drawing under the Reserve Fund Credit Facility) held in the Debt Service Reserve Fund must equal the Debt Service Reserve Requirement immediately upon such substitution; and

(vi) The approval of the Rating Agency.

If there shall be an insufficiency of funds in the General Account of the General Fund to make any required payment of principal of or interest on any corresponding Bonds and the Trustee is holding a Reserve Fund Credit Facility in lieu of funds in the Debt Service Reserve Fund, the Trustee shall make a drawing under the Reserve Fund Credit Facility in an amount equal to the lesser of (a) the amount then available for drawing under the Reserve Fund Credit Facility or (b) the amount necessary to make up the insufficiency described above, which drawing shall be made in time to prevent the occurrence of an Event of Default under this Indenture; and the proceeds of such drawing shall be deposited into the Debt Service Reserve Fund for application as provided in this Indenture.

On the fifth (5th) Business Day prior to the expiration of any Reserve Fund Credit Facility, the Trustee shall make a drawing of the full amount available thereunder, and shall deposit the proceeds of such drawing into the Debt Service Reserve Fund; provided, however, that the Trustee shall not make a drawing if, not later than the fifth (5th) Business Day prior to the expiration of such Reserve Fund Credit Facility, a substitute Reserve Fund Credit Facility or money or Investment Securities or both money and Investment Securities equal to the Debt Service Reserve Requirement have been delivered to the Trustee for deposit in the Debt Service Reserve Fund.

If the Trustee receives notice that (a) the revolving reinstatement feature described above has been suspended or terminated, (b) the rating of the issuer of the Reserve Fund Credit Facility has fallen below "A" by S&P, (c) the issuer of the Reserve Fund Credit Facility has defaulted in its payment obligations thereunder, or (d) the Reserve Fund Credit Facility will not be extended or renewed, the Trustee shall immediately notify the Issuer in writing, of the occurrence of such event and shall request that the Issuer make or cause to be made the payments required to replenish the Debt Service Reserve Fund pursuant to this Indenture and the Bond Resolution, which payments may be made from the proceeds of a drawing under the Reserve Fund Credit Facility.

SECTION 6.10. Operation of the Rebate Fund.

(a) The Trustee is authorized to establish and maintain, so long as any Series 2023 Bonds are Outstanding and are subject to a requirement that arbitrage profits be rebated to the

United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Series 2023 Bonds and investments hereunder available to the Issuer and shall make deposits and disbursements from the Rebate Fund in accordance with the Arbitrage Rebate Agreement received from the Issuer pursuant to 8.02 hereof, shall invest funds in the Rebate Fund as directed by the Issuer and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provision of this Section may be superseded or amended by an amended Arbitrage Rebate Agreement delivered by the Issuer and accompanied by the Opinion of Bond Counsel addressed to the Trustee to the effect that the use of the amended Arbitrage Rebate Agreement will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2023 Bonds.

(b) If a deposit to the Rebate Fund is required as a result of the computations made by the Issuer pursuant to the Arbitrage Rebate Agreement, the Trustee shall upon receipt of direction from the Issuer accept such payment for the benefit of the Issuer and make transfers of monies from the General Account to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall upon direction from the Issuer transfer such amount to the General Account. Records of the determinations required by this Section and the investment instructions must be retained by the Trustee until six (6) years after the Series 2023 Bonds are no longer Outstanding.

(c) Not later than sixty (60) days after June 1, 2028, and every five (5) years thereafter, the Trustee shall pay to the United States of America ninety percent (90%) of the amount required to be on deposit in the Rebate Fund as of such payment date as required by the Arbitrage Rebate Agreement. Not later than sixty (60) days after the final retirement of the Series 2023 Bonds, the Trustee shall pay to the United States of America the amount required to be paid under the Arbitrage Rebate Agreement. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2023 Bonds, if any, and a statement of the Issuer summarizing the determination of the amount to be paid to the United States of America.

(d) All payments under this Section 6.10 and the Arbitrage Rebate Agreement shall be paid in accordance with the terms and provisions of the Arbitrage Rebate Agreement.

SECTION 6.11. Monies to be Held in Trust. All monies required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for monies held pursuant to the Rebate Fund and any Accounts created thereunder and except for monies deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Issuer.

SECTION 6.12. Amounts Remaining in Funds or Accounts. Any amounts remaining in any Fund or Account of the Bonds after full payment of the Bonds and the fees, charges

(including any required rebate to the United States of America) and expenses of the Trustee (and all other amounts due and owing hereunder) shall be distributed to the Issuer, except as provided in Section 3.08 hereof and except for any monies owing to the Issuer which will be paid to the Issuer.

SECTION 6.13. Certain Verifications. The Issuer and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Issuer and the Trustee with such information as the Issuer or the Trustee may request in order to determine in a manner reasonably satisfactory to the Issuer and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Bonds; (b) the actuarial yields on the Outstanding Bonds as the same may relate to any data or conclusions necessary to verify that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the Issuer and/or the Trustee; and (d) the rebate calculation required by Section 6.10 hereof. The Issuer and/or the Trustee from time to time may also obtain the Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Bonds. The fees of such independent certified public accountants, other nationally recognized experts and Bond Counsel shall constitute reimbursable expenses.

ARTICLE VII.

RIGHT OF TRUSTEE UNDER THE PLEDGE AGREEMENT

SECTION 7.01. The Issuer, the Commission and the Trustee have executed and delivered the Pledge Agreement under which the Issuer and the Commission pledged the proceeds of the Convention Promotion Tax to the Trustee for the payment of the principal and interest on the Series 2023 Bonds. The Issuer hereby grants and assigns its rights under the Pledge Agreement to the Trustee, including the right to receive the sales tax revenue, for the purpose of providing additional security for the Series 2023 Bonds, all as set forth in detail in the Pledge Agreement and the granting clauses of this Indenture.

ARTICLE VIII.

INVESTMENT OF MONIES

SECTION 8.01. General Provisions.

(a) Any monies held as part of any Fund or Account created under or pursuant to Article VI hereof and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed by the Issuer (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the monies used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from monies on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account of the General Fund. The Trustee may make any and all such investments through its investment department or through the investment department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Monies in separate Funds and Accounts may be commingled for the purpose of investment or deposit. The Trustee and the Issuer agree that all investments under this Indenture and all instructions of the Issuer to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which monies used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Monies in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date determined by the owner of the Investment Securities at said owner's option, which shall coincide as nearly as practicable with times at which monies in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account of the General Fund.

(b) The Issuer (1) certifies to the owners of the Bonds from time to time Outstanding that monies on deposit in any Fund or Account in connection with the Bonds, whether or not such monies were derived from the proceeds of the sale of the Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Bonds to lose the exclusion from gross income for federal income tax purposes, and (2) covenants with the owners of the Bonds from time to time Outstanding that, so long as any of the Bonds remain Outstanding, monies on deposit in any Fund or Account established in connection with the Bonds, whether or not such monies were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in any manner which will cause the interest on the Bonds to become subject to federal income taxation.

SECTION 8.02. Arbitrage Restrictions; Bonds to Remain Tax Exempt.

(a) The Arbitrage Rebate Agreement shall govern the investment of the Funds and Accounts and the application of Section 6.10 hereof.

(b) Without limiting subsection (a) of Section 8.01 hereof, the Issuer further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of any Bonds, or with respect to the investment or application of any payments under the Bonds or any other agreement or instrument entered into in connection therewith or with the issuance of the Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting any Bonds arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The Issuer further agrees that it will not act in any other manner which would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on any Bonds.

ARTICLE IX.

DISCHARGE OF INDENTURE

Except as provided in this Article IX, if payment or provision for payment is made, to the Trustee, of the principal of and interest due and to become due on the Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee and the Issuer all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Issuer any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except monies or securities held by the Trustee for the payment of the principal of and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of (and premium, if any, on) such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided herein or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee or other financial institution (which must meet the requirements of Section 11.07 hereof) which provides services as escrow agent for the Issuer (for purposes of this Article, an "**Escrow Agent**"), in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will ensure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee and the Issuer pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America, with respect to which such deposit is made, shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);

(b) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(c) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds satisfying the requirements thereof.

Any monies so deposited with the Trustee or the Escrow Agent as provided in this Article may at the direction of the Issuer also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee or the Escrow Agent pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such monies shall have been so deposited, shall be deposited in the General Account, as and when collected, for use and application as are other monies deposited in such Account.

No such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received the Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of such Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Issuer and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Bonds to the due date, whether such due date be by reason of maturity or upon redemption.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all monies or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon but excluding any amounts set aside for rebate to the United States of America) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such monies or obligations have been so set aside in trust.

Upon the deposit with the Trustee or the Escrow Agent, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their stated maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the stated maturity thereof, notice of such redemption shall have been given as hereinabove provided, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof but the limited liability of the Issuer in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the monies or Governmental Obligations deposited with the Trustee or the Escrow Agent as aforesaid.

ARTICLE X.

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 10.01. Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default" under this Indenture:

- (a) Default in the due and punctual payment of any interest on any Bond; or
- (b) Default in the due and punctual payment of the principal or redemption premium, if any, of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or
- (c) Failure of the Issuer to timely remit to the Trustee within the time limits prescribed herein any monies which are required by this Indenture to be so remitted; or
- (d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (e) Any warranty, representation or other statement by or on behalf of the Issuer contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (f) A petition is filed against the Issuer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or
- (g) The Issuer files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or
- (h) The Issuer is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Issuer or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than sixty (60) days; or
- (i) The Issuer for any reason shall be rendered incapable of fulfilling its obligations under this Indenture; or
- (j) There is an "event of default" under the City Bond Resolution.

SECTION 10.02. Remedies: Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee shall, in its discretion, except for Events of Default under paragraphs (a), (b) and (j) above, notify the owners of all Bonds Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Issuer or the Trustee under the Pledge Agreement.

(b) The Trustee, may by action or suit in equity require the Issuer to account as if it were the trustee of an express trust for the holders of the Bonds and may, take such action as the Trustee deems necessary or appropriate and in the best interest of the Bondholders.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Upon the occurrence of an Event of Default, if requested so to do by the owners of twenty-five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding, or (b) if secured and/or indemnified as provided in Section 11.01(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 10.03. Rights of Bondholders to Direct Proceedings. Subject to the provisions of this Indenture, including the rights of the owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the

appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

SECTION 10.04. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

SECTION 10.05. Application of Monies. All monies received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including monies received by virtue of action taken under provisions of the Series 2023 Bonds or the City Bond Resolution) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such monies and of the expenses, liabilities and advances incurred or made by Trustee and any other monies owed to Trustee hereunder, be deposited in the General Account and all monies in the General Account shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such monies shall be applied:

FIRST - To the payment of any amounts owed under the Arbitrage Rebate Agreement;

SECOND - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

THIRD - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other monies are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege;

FOURTH - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may then become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on Bonds due on any particular date, such payment shall be made ratably

according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege;

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such monies shall be applied to the payment of any amounts owed under the Arbitrage Rebate Agreement and then to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever monies are to be applied pursuant to the provisions of this Section, such monies shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such monies available for application and the likelihood of additional monies becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such monies and of the fixing of any such date, and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder and under the City Bond Resolution and the Bonds have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

SECTION 10.06. Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

SECTION 10.07. Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Bondholders have offered to the Trustee security and/or indemnity as provided in Section 11.01(k) hereof, and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of security and/or indemnification, has failed to exercise the remedies

hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of security and/or indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the limited obligation of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

SECTION 10.08. Termination of Proceedings. In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Bonds shall continue as if no such proceedings had been taken.

SECTION 10.09. Waivers of Events of Default. The Trustee may at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the owners of (a) more than sixty-six and two thirds percent (66 2/3%) in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (1) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein, or (2) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all of the payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for, or (3) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

SECTION 10.10. Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Issuer to Cure Such Defaults. Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of

such Default by registered or certified mail shall be given to the Issuer by the Trustee or the owners of not less than twenty-five percent (25%) in aggregate principal amount of all Bonds then Outstanding and the Issuer shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

With regard to any alleged Default for which notice is given to the Issuer under the provisions of this Section, the Issuer hereby grants to the Trustee full authority for the account of the Issuer to perform any covenant or obligation the failure of performance which is alleged in said notice to constitute an Event of Default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

ARTICLE XI.

TRUSTEE

SECTION 11.01. Acceptance of the Trusts. The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of its own affairs, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of its counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Issuer), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Issuer of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee and Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Issuer. Any action taken by the Trustee pursuant to this Indenture upon the request of the Issuer or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Issuer to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Issuer pertaining to the Revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(k) Before taking any action referred to in Section 10.02 or 10.07 12.02 hereof, the Trustee may require that satisfactory security and/or indemnity be furnished the Trustee for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default, by reason of any action so taken.

(l) All monies received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any monies received hereunder except such as may be agreed upon.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal or interest on any of the Bonds.

SECTION 11.02. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Bonds but only as hereinabove provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

SECTION 11.03. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the owners of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding upon receiving indemnification satisfactory to the Trustee.

SECTION 11.04. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the Issuer may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.07 hereof.

SECTION 11.05. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving thirty (30) days' written notice by registered or certified mail to the Issuer and the owner of each Bond as shown by the Bond Register, and such resignation shall take effect upon the appointment of a successor Trustee in accordance with Section 11.07 hereof and acceptance of such appointment by the successor Trustee. Notwithstanding any other provision of this Indenture, no removal, resignation or termination of the Trustee shall take effect until a successor.

SECTION 11.06. Removal of the Trustee. The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the

Trustee may be removed at any time by resolution or other official action taken by the Issuer with such action to be filed with the Trustee.

SECTION 11.07. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Issuer. Nevertheless, in case of such vacancy the Issuer by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days after such appointment, the Bondholders may appoint a successor Trustee; and any such temporary Trustee so appointed by the Issuer shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a temporary or successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of the Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing located in or incorporated under the laws of the State duly authorized to exercise trust powers and be subject to examination by federal or State authority, having a reported capital and surplus of not less than \$75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 11.08. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Issuer, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities, monies and other property or documents held by it as Trustee hereunder to its or his successor hereunder. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded.

SECTION 11.09. Successor Trustee as Trustee of Funds, Paying Agent and Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar

and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE XII.

SUPPLEMENTAL INDENTURES

SECTION 12.01. Supplemental Indentures not Requiring Consent of Bondholders.

The Issuer and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;
- (c) To subject to this Indenture additional Revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and
- (f) In connection with issuance of Refunding Bonds or Additional Bonds pursuant to Section 2.05 of this Indenture.

SECTION 12.02. Supplemental Indentures Requiring Consent of Bondholders.

Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding which are affected (exclusive of Bonds held by the Issuer), shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular manner, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or redemption premium of any Bond, or (c)

a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Issuer shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily secured and/or indemnified in accordance with Section 11.01(k) hereof, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Issuer, following the mailing of such notice, and the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Issuer) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 12.01 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE XIII.

MISCELLANEOUS

SECTION 13.01. Consents etc. of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

- (a) The fact and date of the execution by any person of any such writing may be proved (1) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (2) by an affidavit of any witness to such execution.
- (b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register maintained by the Trustee pursuant to Section 3.06 hereof.

SECTION 13.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, the owners of the Bonds any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

SECTION 13.03. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 13.04. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee, the Issuer, the Commission, the Lender or the Placement Agent shall also be given to the other. The Issuer, the Commission, the Trustee, the Placement Agent or the Lender may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 13.05. Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bonds.

SECTION 13.06. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the city of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

Section 13.07. The Commission — The Pledge Agreement. The Act requires that the Issuer issue the Series 2023 Bonds authorized to be issued under the Act and that the Commission construct the City Project with the proceeds of the Series 2023 Bonds. The Act further provides that the proceeds of the Convention Promotion Tax be deposited into a trust fund maintained by the Issuer to be used solely by the Commission to defray the cost of constructing and operating tourism and convention facilities within the Issuer. The Issuer controls the expenditure of such funds through the approval of the Commission's budget annually or as amended. The Issuer and the Commission will execute and deliver the Pledge Agreement in favor of the Trustee for the purpose of pledging the Convention Promotion Tax income to the payment of the principal and interest on the Series 2023 Bonds and for the Issuer to delegate its obligations, responsibilities, rights and privileges under this Indenture to the Commission with respect to depositing the Revenues into the Funds and Accounts as required herein, investment of such deposits, finance reporting, draws on the Bond Construction Account and such other matters as are addressed in the Pledge Agreement, it being the intent of this Section 13.07 that the Commission will act as the designee of the Issuer for all purposes set forth in the Pledge Agreement and the Trustee acknowledges and approves such designation.

SECTION 13.07. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 13.08. Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

SECTION 13.09. Conflicts. In the event any provision of this Indenture is in conflict with the provisions of the City Bond Resolution, the provisions of this Indenture shall prevail and supercede the provisions of the City Bond Resolution except to the extent that such conflict is outside the authority granted pursuant to the Act.

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be executed on its behalf by its Mayor and the seal of the Issuer to be hereunto affixed and duly attested by its City Clerk and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its seal to be hereunto affixed and duly attested, all as of the day and year first above written.

(SEAL)

CITY OF HATTIESBURG

By _____
Mayor

ATTEST:

City Clerk

(SEAL)

_____, as Trustee

By _____
Authorized Officer

EXHIBIT A

PLEDGE AGREEMENT

EXHIBIT B

FORM OF REQUISITION

Requisition Number # _____

CERTIFICATE AND REQUISITION FOR PAYMENT

\$7,500,000

**CITY OF HATTIESBURG, MISSISSIPPI
CONVENTION PROMOTION TAX REVENUE BONDS, SERIES 2023**

_____, 202_____

_____, as Trustee

_____, _____

Ladies and Gentlemen:

The Hattiesburg Convention Commission (the “**Commission**”), created by and existing pursuant to Chapter 952, Local and Private Laws of 1991, as amended by Chapter 854, Local and Private Laws of 1992, as amended by Senate Bill Senate Bill No. 3367, 1994 Regular Session of the Mississippi Legislature, as amended, as the same may be in effect from time to time (collectively, the “**Act**”) hereby request, pursuant to the Indenture of Trust, dated _____, 2023 (the “**Indenture**”), by and between the City of Hattiesburg, Mississippi (the “**City**”) and the Trustee, that the amounts specified on **Exhibit A** attached hereto be disbursed to the parties set forth on such exhibit for the account of the Commission from the Bond Construction Account created under the Bond Resolution, adopted May 16, 2023, by the Mayor and the City Council of the City and the Indenture relating to the \$7,500,000 City of Hattiesburg, Mississippi Convention Tax Revenue Bonds, Series 2023, dated _____, 2023 (the “**Series 2023 Bonds**”), pursuant to the invoices or statements as provided in **Exhibit B**.

The undersigned does hereby certify to you that, as of the date hereof, (1) an obligation in the stated amount has been incurred by the Commission and that the same is a proper charge against the Bond Construction Account and has not been paid or been the basis of any previous withdrawal and stating that the bill or statement of account for such obligation, or a copy thereof, is on file in the office of the Commission; (2) the undersigned have no notice of any vendor’s, mechanic’s, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and (3) this requisition contains no item representing payment on account of any retained percentages that the Commission is, at the date of any such certificate, entitled to retain; and (5) there has been no “Event of Default” under Section 10.01 of the Indenture.

**HATTIESBURG CONVENTION
COMMISSION**

By: _____
Authorized Commission Representative

EXHIBIT A
SUMMARY OF INVOICES

Total Amount Due under Requisition Number ____ is \$_____. As provided below:

Name of Payee

Nature of Disbursement

Amount

EXHIBIT B
INVOICES

PRIVATE PLACEMENT AGREEMENT

This Private Placement Agreement, dated _____, 2023 (the "**Placement Agreement**"), is by and between the City of Hattiesburg, Mississippi (the "**Issuer**" or "**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 of the City, acting for and on behalf of the City, has authorized the issuance of the City's Convention Promotion Tax Revenue Bonds, Series 2023, in the aggregate principal amount of \$7,500,000 (the "**Series 2023 Bonds**"), pursuant to the provisions of a general bond resolution, adopted on May 16, 2023 (the "**Bond Resolution**"); and

WHEREAS, the proceeds of the Series 2023 Bonds will be used to provide funds for (i) the development, construction, furnishing, equipping, erecting and operation of convention and tourism-related facilities within the City, and all improvements, expansions and additions thereto, including but not limited to, the Serengeti Springs Waterpark Development, the Sixth Street Museum District Development, the Lawn at Lake Terrace Development, the Zoo Expansion/Development and improvements to the Convention Center for the promotion of tourism and conventions in the City; (ii) any other authorized purposes under Chapter 952, Local and Private Laws of 1991, as amended by Chapter 854, Local and Private Laws of 1992, as amended by Senate Bill Senate Bill No. 3367, 1994 Regular Session of the Mississippi Legislature, as amended, as the same may be in effect from time to time (collectively, the "**Act**"), and other applicable laws of the State of Mississippi (the "**State**") (collectively, the "**City Project**"), (iii) funding a debt service fund, if applicable, and (iv) paying the costs of borrowing, including any costs for bond insurance premium, if applicable (collectively, the "**Project**"), secured by the Convention Promotion Tax (as defined herein) and any additional revenues derived from the City Project; and

WHEREAS, the Series 2023 Bonds are more fully described in the Bond Resolution, the Indenture of Trust, dated _____, 2023, by and between the Issuer and _____, as Trustee (the "**Indenture**") and in Schedule II attached hereto; and

WHEREAS, the Issuer has requested the Placement Agent to act as its agent in connection with the placement of the Series 2023 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 Indenture.

Section 2. Appointment of Placement Agent. Pursuant to the Bond Resolution, the Indenture and this Placement Agreement, the Issuer hereby appoints the Placement Agent as

exclusive placement agent with respect to the Series 2023 Bonds, and the Placement Agent hereby accepts such appointment, with such duties as described herein and in the Bond Resolution.

Section 3. Placement of the Series 2023 Bonds. The Placement Agent hereby agrees, as the agent of the Issuer, to place the Series 2023 Bonds with _____ (the "**Lender**"), pursuant to the terms set forth in the Commitment to Finance of the Lender (the "**Commitment**"), attached hereto as Schedule III. The Lender will purchase the Series 2023 Bonds at the price set forth in Schedule I (the "**Purchase Price**"). It is understood that the purchase of the Series 2023 Bonds by the Lender is subject to (a) receipt by the Lender and the Placement Agent of an opinion of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**") to the effect that the Series 2023 Bonds shall be payable solely from the special sales tax of the City authorized by the Act allowing, among other things, the City to levy a special sales tax in an amount not to exceed two percent (2%) of the gross income of (a) restaurants, (b) on-premises alcoholic beverage retailer permittees, and (c) alcoholic beverage package retailer permittees for the purpose of providing funds for the development, construction, furnishing, equipping, erecting and operation of convention and tourism-related facilities within the City which are designed to attract conventions and promote tourism into the City, including the City Project (the "**Convention Promotion Tax**") and any additional revenues derived from the City Project (the "**City Revenues**"), as set forth in the Bond Resolution and the Indenture, and to the effect that the interest on the Series 2023 Bonds is exempt from federal and State income taxes under existing laws, regulations, rulings and judicial decisions, or letter allowing the Lender and the Placement Agent to rely on such opinion; (b) the delivery of certificates in form and tenor satisfactory to the Placement Agent and the Lender evidencing the proper execution and delivery of the Series 2023 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 Series 2023 Bonds; and (c) satisfaction of other conditions specified in the Bond Resolution and the Indenture. The Lender shall be required to deposit the purchase price of the Series 2023 Bonds with the Placement Agent or directly with _____, as Trustee, at the direction of the Placement Agent, on or before _____, 2023 (the "**Closing Date**") as set forth in Schedule I attached hereto. Subject to the purchase of the Series 2023 Bonds by the Lender, the Issuer, or the Trustee for and on behalf of the Issuer, will pay \$ _____ from the proceeds of the Series 2023 Bonds or from other funds of the Issuer to the Placement Agent for its Placement Agent Fee and expenses (the "**Placement Agent Fee**") on or after the Closing Date as may be agreed to by the Issuer and the Placement Agent.

[The Series 2023 Bonds will be placed on the Closing Date with the Lender 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. Payment to the Issuer. The Placement Agent agrees that it will, on the Closing Date, transfer to the City or cause the Lender to transfer to the City, the Purchase Price of the Series 2023 Bonds as set forth in Schedule I, in immediately available funds, but only to the extent that the Lender has deposited the Purchase Price of the Series 2023 Bonds with the Placement Agent. If the Lender does not deposit with the Placement Agent the Purchase Price of the Series 2023 Bonds or transfer to the City the Purchase Price of the Series 2023 Bonds to be purchased by

it or otherwise refuses to purchase the Series 2023 Bonds, the Placement Agent will use its reasonable best efforts to arrange for a substitute Lender for such Series 2023 Bonds on the terms set forth in Section 3.

Section 5. Limitation. Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Series 2023 Bonds in the event the Lender fails to pay the Purchase Price of the Series 2023 Bonds or in the event the Placement Agent is unable to arrange for the purchase of the Series 2023 Bonds.

Section 6. 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 Issuer is responsible for all other expenses and fees due in connection with the sale, delivery and issuance of the Series 2023 Bonds.

Section 7. Obligations of Placement Agent. The Issuer acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Series 2023 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 Issuer acknowledges and agrees that the Placement Agent is being retained to act solely as placement agent for the Series 2023 Bonds, and not as an agent, advisor or fiduciary to the Issuer, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder or creditor of the Issuer or any other person or entity or to provide the Issuer 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 Issuer acknowledges and agrees that: (i) the transaction contemplated by the Placement Agreement is an arm's length, commercial transaction between the Issuer 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 Issuer; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the Issuer 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 Issuer on other matters); (iii) the only obligations the Placement Agent has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate

Section 8. [Registration with DTC and CUSIP Numbers; No Rating or Offering Document. The Series 2023 Bonds shall be (a) registered with DTC or any other securities depository, and (b) assigned a CUSIP number by Standard & Poor's CUSIP Service Bureau. The Series 2023 Bonds shall not be (i) assigned a separate rating by any municipal securities agency, or (ii) issued pursuant to any type of offering document or official statement.]

Section 9. Payment for the Series 2023 Bonds. The Placement Agent agrees that it will, on the Closing Date, wire transfer to the Trustee, in immediately available funds an amount equal to the Purchase Price received from the Lender for settlement through the facilities of DTC. If the Placement Agent does not wire transfer the Purchase Price received from the Lender to the Trustee on the Closing Date, or the Lender otherwise refuses to purchase the Series 2023 Bonds, the Placement Agent will use its reasonable best efforts to arrange for substitute purchasers for the Series 2023 Bonds on the terms set forth in Section 3.

Section 10. Role of Lender. The Lender 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 the Commitment and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender 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 1934 Act and the related final rules (the “**Municipal Advisor Rules**”), to any municipal entity or obligated person with respect to the Commitment, any other information, materials or communications; (c) the Lender and its representatives are acting for their own corporate interests; and (d) the City has been informed that it should discuss the Commitment 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 the Commitment or any such other information, materials or communication.

Section 11. Governing Law. This Placement Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Section 12. 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 13. 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.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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.
MEMPHIS, TENNESSEE
As Placement Agent

Authorized Representative

Signature Page for Private Placement Agreement.

CITY OF HATTIESBURG, MISSISSIPPI
As the Issuer

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

SCHEDULE I
To Private Placement Agreement
Dated: _____, 2023

Purchase Price Due Issuer by Placement Agent

Par Amount of Series 2023 Bonds: \$

PURCHASE PRICE DUE TO ISSUER: \$

SCHEDULE II
To Private Placement Agreement
Dated: _____, 2023

MATURITY (JUNE 1)	PRINCIPAL AMOUNT DUE	INTEREST RATE	YIELD	REOFFERING PRICE
	\$	%	%	%

The Series 2023 Bonds are subject to optional redemption prior to their stated date of maturity _____.

SCHEDULE III
To Private Placement Agreement
Dated: _____, 2023

COMMITMENT LETTER

68810643.v1

PLEDGE AGREEMENT

\$7,500,000

CITY OF HATTIESBURG, MISSISSIPPI

CONVENTION PROMOTION TAX REVENUE BONDS, SERIES 2023

This Pledge Agreement, dated _____, 2023 (the "**Pledge Agreement**") is by and among the City of Hattiesburg, Mississippi (the "**City**"), acting by and through its Mayor and City Council (the "**Governing Body**"), the Hattiesburg Convention Commission, acting by and through its Board of Commissioners (the "**Board**" of the "**Commission**") and _____ Bank, as trustee (the "**Trustee**") under an Indenture of Trust, dated _____, 2023, between the City and the Trustee (the "**Indenture**").

RECITALS:

1. Pursuant to Chapter 952, Local and Private Laws of 1991, as amended by Chapter 854, Local and Private Laws of 1992, as amended by Senate Bill Senate Bill No. 3367, 1994 Regular Session of the Mississippi Legislature, as amended, as the same may be in effect from time to time (collectively, the "**Act**"), and other applicable laws of the State of Mississippi (the "**State**"), the City is authorized to levy a special sales tax in an amount not to exceed two percent (2%) of the gross income of (a) restaurants, (b) on-premises alcoholic beverage retailer permittees, and (c) alcoholic beverage package retailer permittees for the purpose of providing funds for the development, construction, furnishing, equipping, erecting and operation of convention and tourism-related facilities within the City which are designed to attract conventions and promote tourism in the City, including the City Project (as defined herein) (the "**Convention Promotion Tax**").

2. The Convention Promotion Tax is presently being levied and such levy is in full force and effect.

3. The Act provides that the avails from the Convention Promotion Tax be collected by the City and made available to the Commission for the purposes of constructing, furnishing, equipping, erecting and operating tourism and convention facilities within the City, including but not limited to, the (i) development, construction, furnishing, equipping, erecting and operation of convention and tourism-related facilities within the City, and all improvements, expansions and additions thereto, including but not limited to, the Serengeti Springs Waterpark Development, the Sixth Street Museum District Development, the Lawn at Lake Terrace Development, the Zoo Expansion/Development and improvements to the Convention Center for the promotion of tourism and conventions in the City; (ii) for any other authorized purposes under the Act (the "**City Project**").

4. The Act further provides that the City may issue revenue bonds, secured by the Convention Promotion Tax, in an aggregate original principal amount not to exceed

\$20,000,000, to provide funds necessary to construct, furnish, equip and erect such convention and tourism-related facilities within the City, including the City Project, less and except any bonds issued to refund or prepay any prior bonds issued pursuant to the Act.

5. As permitted by the Act, the City issued its \$6,500,000 (original principal amount) City of Hattiesburg, Mississippi Convention Center Revenue Bonds, Series 1996, dated as of September 1, 1996 (the "**1996 Bonds**") for the purpose of acquiring, constructing, equipping and furnishing a convention center complex and renovating and reconstructing the Saenger Theater.

6. As permitted by the Act, the City issued its \$4,980,000 (original principal amount) City of Hattiesburg Convention Center Revenue Refunding Bonds, Series 2003 (the "**2003 Refunding Bonds**") to refund and prepay the outstanding 1996 Bonds in full. The 2003 Refunding Bonds are no longer outstanding.

7. On May 16, 2023, the City adopted a General Bond Resolution (the "**Bond Resolution**"), under which the City authorized the issuance of \$7,500,000 aggregate original principal amount City of Hattiesburg, Mississippi Convention Promotion Tax Revenue Bonds, Series 2023, to be dated the date of delivery thereof (the "**Series 2023 Bonds**"), which Series 2023 Bonds will be issued pursuant to the Indenture and the Bond Resolution.

10. The Series 2023 Bonds will be secured by the Convention Promotion Tax and any additional revenues derived from the City Project, which security is described and defined as the Trust Estate in the Indenture.

11. In order for the City to issue and sale the Series 2023 Bonds, and as an inducement for the purchaser or purchasers of the Series 2023 Bonds (the "**Lender**") to purchase the Series 2023 Bonds, the City and the Commission have agreed to pledge the Convention Promotion Tax and any additional revenues derived from the City Project (together, the "**City Revenues**") to the payment of the Series 2023 Bonds in order to provide adequate security for the Series 2023 Bonds.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City, the Commission and the Trustee hereby agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

Section 2. The Pledge. In order to provide security and payment of the Series 2023 Bonds, the City and the Commission hereby irrevocably pledge to the Trustee, the entirety of the avails of the Convention Promotion Tax levied by the City pursuant to the Act and any additional revenues derived from the City Project for (i) the payment of the principal of and interest on the Series 2023 Bonds, (ii) funding the Debt Service Reserve Fund (as defined in the Indenture) and (iii) payment of Issuance Expenses (as defined in the Indenture) for the Series 2023 Bonds, including any additional fees of the Trustee as provided in the Indenture, and grants a security

interest in the entirety of the avails of the Convention Promotion Tax levied by the City pursuant to the Act, and any additional revenues derived from the City Project.

Section 3. Term of the Pledge. The pledge of the Convention Promotion Tax made pursuant to this agreement is absolute, unconditional, and irrevocable until such time as the entirety of the principal of and interest on the Series 2023 Bonds, the fees and expenses of the Trustee and all other obligations of the City under the Series 2023 Bonds and the Indenture are indefeasibly paid in full, whether at maturity or otherwise, irrespective of time.

Section 4. Duties of the Trustee. The Trustee shall deposit the City Revenues, received by the Commission as the City's designee, into the General Account of the General Fund (as defined in the Indenture), and shall apply the City Revenues to (i) the payment of the principal of and interest on the Series 2023 Bonds, (ii) the Debt Service Reserve Fund sufficient amounts necessary to assure there is on deposit therein the Debt Service Reserve Requirement (as defined in the Indenture), (iii) the payment of the reasonable fees and expenses of the Trustee and the other obligations of the City under the Series 2023 Bonds and the Indenture, all as set forth in and required by the Indenture, pursuant to Article VI of the Indenture.

Section 5. Surplus Tax Revenues. At such time as the City has fulfilled its payment obligations to the Trustee as set forth in and required by the Indenture, the City and the Commission are authorized to use the remaining tax revenues to fund the operation of the City Project by depositing such remaining tax revenues into the Operation and Maintenance Fund (as defined in the Bond Resolution) and the Capital Expansion and Reserve Fund (as defined in the Bond Resolution), as provided and allowed for in the Bond Resolution; it being agreed by the parties hereto, that the General Account of the General Fund and the Debt Service Reserve Fund be funded first in the amounts required by the Indenture prior to using or depositing the City Revenues in any other funds created pursuant to the Indenture or the Bond Resolution.

Section 6. (a) Representation and Warranty of the City. The City represents and warrants that (i) this Pledge Agreement has been duly authorized by all necessary action on the part of the Governing Body and upon execution and delivery will constitute a legal, valid and binding obligation of the City, enforceable against the City in accordance to the terms and provisions of this Pledge Agreement except as may be limited by federal and state bankruptcy and insolvency laws or other creditors' rights in general; and (ii) that it will not take any action that would directly or indirectly limit, alter or decrease the amount of the Convention Promotion Tax or the application of the proceeds thereof until such time as the obligations of the City and Commission set forth in Section 2 hereof shall have been paid or satisfied in full. The City represents and warrants that it shall cause all City Revenues received by the City pursuant to the Act to be deposited in the Convention Promotion Tax Revenue Fund to be utilized for the purposes of accounting for the City Revenues and as provided in the Indenture and the Bond Resolution.

(b) Representation and Warranty of the Commission. The Commission represents and warrants that (i) this Pledge Agreement has been duly authorized by all necessary action on the part of the Board of the Commission and upon execution and delivery will constitute a legal, valid and binding obligation of the Commission, enforceable against the Commission in

accordance to the terms and provisions of this Pledge Agreement except as may be limited by federal and state bankruptcy and insolvency laws or other creditors' rights in general; and (ii) that it will not take any action that would directly or indirectly limit or alter the application of the Convention Promotion Tax proceeds received from the City and applied to the various funds as provided in the Indenture and the Bond Resolution thereof until such time as the obligations of the City and Commission set forth in Section 2 hereof shall have been paid or satisfied in full.

Section 7. Further Assurances. The City and Commission hereby agree, one to the other and with the Trustee, that at any time and from time to time, that each will promptly execute and deliver all further instruments and documents and take all further action that may be necessary and desirable in order to carry out the transactions contemplated by this Pledge Agreement including the issuance of the Series 2023 Bonds.

Section 8. Amendments. This Pledge Agreement may be amended from time to time upon the mutual written consent and agreement of both the City, the Commission and the Trustee but no such amendment shall be effective with respect to any diminution of the amounts of pledged City Revenues pledged pursuant to this Pledge Agreement.

Section 9. Agreement with Trustee and Registered Owners of the Series 2023 Bonds. The Registered Owners (as defined in the Indenture) of the Series 2023 Bonds shall be third party beneficiaries of the pledge under this Pledge Agreement and the City and the Commission hereby agree and grant the Trustee and the Registered Owners the right to enforce the rights of the Trustee under this Pledge Agreement by way of any remedy or proceeding, in law or in equity, available under the Indenture and this Pledge Agreement shall also constitute a contract with the respective Registered Owners of the Series 2023 Bonds.

Section 10. Severability. Any provision of this Pledge Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition of unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 11. Commission Compliance with the Bond Documents. The Commission represents and warrants that it has reviewed executed originals of the Bond Resolution and the Indenture, and understands and acknowledges the terms and provisions of each document as well as the obligations of the City and the Commission under each and hereby agrees and covenants to comply with, and assist the City in complying with, the terms and provisions of each of the aforementioned Bond Resolution and Indenture, as such terms and provisions apply to the Commission, as though the Commission were a party to the Indenture and subject to the Bond Resolution, and hereby incorporates such terms and provisions of each of the aforementioned Bond Resolution and Indenture, and each are hereby made a part of the Pledge Agreement, as set forth herein and shall be, and the same is hereby approved.

(a) The Commission represents and warrants that pursuant to the Bond Resolution and upon receipt from the City of the Convention Promotion Tax, the Commission will deposit to the several funds created under the Bond Resolution in the order of priority listed below.

The Commission, as the City's designee, shall, on the first day of each month, commencing in the first month after delivery of the Series 2023 Bonds, deposit with the Trustee the following amounts in the following order of priority:

FIRST, an amount equal to one-sixth($1/6^{\text{th}}$) or such applicable fraction necessary to provide the interest due on the Series 2023 Bonds and any Parity Indebtedness (as defined in the Bond Resolution) on the next succeeding Interest Payment Date (as defined in the Indenture) and one-twelfth ($1/12^{\text{th}}$) or such applicable fraction necessary to provide the next installment of principal becoming due on the Series 2023 Bonds and any Parity Indebtedness (or by mandatory sinking fund redemption, if applicable). The Trustee shall transfer (i) such funds to the General Account for the payment of debt service due on the Bonds pursuant to the Indenture and (ii) such funds to the City or as directed by the City, for the payment of debt service due on any Parity Indebtedness pursuant to the bond resolution, the loan agreement or indenture adopted in connection with the issuance of the Parity Indebtedness. With respect to interest on the Series 2023 Bonds, this deposit may be made with proceeds of the Series 2023 Bonds if a portion of the Series 2023 Bonds was issued to pay capitalized interest.

SECOND, there shall be deposited with the Trustee to the credit of the Debt Service Reserve Fund for the Series 2023 Bonds, the amount, if any, required to be paid into the Debt Service Reserve Fund, in order to maintain the Debt Service Reserve Requirement (as defined in the Indenture) to the extent required by the provisions of the Indenture, if any.

THIRD, there shall be deposited with the Trustee, the amount, if any, to pay such fees and expenses pursuant to Section 4.3(b), (c), and (e) of the Bond Resolution.

FOURTH, amounts shall be deposited to the credit of the Operation and Maintenance Fund (as defined in the Bond Resolution) until such time as Operating Expenses (as defined in the Bond Resolution) are fully funded in the amounts set forth in the Commission's annual budget.

FIFTH, all remaining amounts shall be deposited in the Operation and Capital Expansion Reserve Fund (as defined in the Bond Resolution) maintained by the Commission. Deposits made into the Operation and Capital Expansion Reserve Fund may be withdrawn at any time by order of the City or the Commission, in order to pay any deficit in any other Fund or Account (as defined in the Indenture).

For purposes of calculating the amounts required to be withdrawn and deposited to the credit of the General Account and the Debt Service Reserve Fund pursuant to the first and second items above, the Trustee shall take into account the earnings on the investment of such Funds and not less than five (5) days prior to the last monthly payment prior to an Interest Payment Date, the Trustee shall give the City and the Commission notice of the amount of such earnings and the last monthly payment shall be reduced by an amount equal to such investment earnings.

(b) The Commission represents and warrants that pursuant to the Bond Resolution, the Commission will construct and install the City Project in accordance with the Act. The

Commission, as the City's designee, shall obtain all approvals requisite to the construction and installation of the City Project and shall construct and install the City Project in compliance with all federal, State of Mississippi and local laws and regulations. Payments of Costs of the City Project (as defined in the Bond Resolution) shall be made by the Commission, as the City's designee, out of the Bond Construction Account held by the Trustee, upon presentation to the Commission (with copies to be furnished to the City upon its request) of invoices or statements from a contractor, vendor or other payee or other document reasonably acceptable to the Commission. All payments of Costs of the City Project by the Commission shall be made in accordance with the Act.

(c) The Commission represents and warrants that pursuant to the Bond Resolution, the Commission, as the City's designee, shall operate the City Project in accordance with all applicable state and federal regulations with good operating procedures applicable to all similar facilities and in a sound, efficient and economical manner and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved, and kept by the Commission, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause the Commission to make, all ordinary, necessary and proper repairs, replacements and renewals so that at all times the operation of the City Project may be properly and advantageously conducted, and, if any useful part of the City Project is damaged or destroyed, the City shall, or shall cause the Commission to, as expeditiously as may be possible, commence and diligently prosecute the ordinary replacement or reconstruction of such part so as to restore the same to use.

(d) The Commission represents and warrants that pursuant to the Bond Resolution, the Commission will, as the City's designee, pay to the Trustee an amount equal to the aggregate principal amount of the Series 2023 Bonds Outstanding and, as interest on its obligation to pay such amount, an amount equal to interest on the Series 2023 Bonds, such amounts to be due (1) semiannually as to interest, as provided for in the Indenture, no later than June 1 and December 1 of each year, commencing December 1, 2023, in the amounts and in the manner provided in the Indenture for the payment of interest on the Series 2023 Bonds on such dates, and (2) annually as to principal as provided for in the Indenture, no later than June 1 of each year, commencing June 1, 2024, to and including June 1, 2038, all in order that the City can cause amounts to be deposited in the General Account under the Indenture for the payment of the principal of, premium, if any, and interest on the Series 2023 Bonds, whether at maturity, upon redemption, upon purchase or otherwise; such payments to be made solely from City Revenues.

Section 12. Execution in Counterparts. This Pledge Agreement may be executed by the parties hereto in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument. One or more counterparts of this Pledge Agreement may be delivered via telecopier with the intention that they shall have the same effect as an original executed counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Pledge Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

Attest:

Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Pledge Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date and year first above written.

HATTIESBURG CONVENTION COMMISSION

By: _____
Chairman

Attest:

Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Pledge Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date and year first above written.

_____ **BANK**

Authorized Officer

**NOT TO EXCEED
\$7,500,000
CITY OF HATTIESBURG, MISSISSIPPI
CONVENTION PROMOTION TAX REVENUE BONDS
SERIES 2023**

PLEDGE AGREEMENT

Among

CITY OF HATTIESBURG, MISSISSIPPI

HATTIESBURG CONVENTION COMMISSION

And

_____ **BANK**

Dated as of _____, 2023



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Interim Engineering Director
cc:
Date: Tuesday, May 16, 2023
Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same.
File Number: 2023-318
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same.

Recommendation Statement

Please place this on the May 16, 2023 City Council meeting for consideration.

DATE: 5/1/23

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE:
AUTHORIZED SIGNATURE DATE:
DEVELOPER NAME ACCOUNT # 598418200
DEVELOPER SIGNATURE DATE:
DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT:
Attach a plat for development.

**TO: MISSISSIPPI POWER COMPANY, ATTN. : (MPC LIGHTING SERVICES) P.O. Box 4079,
Gulfport, MS 39502, FAX # 228-865-5843 or Email: (G2MPCLSVC@southernco.com)**

DATE MAIL/FAX/ EMAIL RECEIVED

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
------------	---	-----------------------

LED FIXTURES

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
50 WATT LED	☐ 1	203 S 12th Ave \$8.66
90 WATT LED	☐	
110 WATT LED	☐	
190 WATT LED	☐	

OTHER FIXTURES

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
	☐	
	☐	
	☐	
	☐	

NOTE: FOR NON-ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

DATE: 3/22/23

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE:
AUTHORIZED SIGNATURE DATE:
DEVELOPER NAME ACCOUNT # 598418200
DEVELOPER SIGNATURE DATE:
DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT:
Attach a plat for development.

**TO: MISSISSIPPI POWER COMPANY, ATTN. : (MPC LIGHTING SERVICES) P.O. Box 4079,
Gulfport, MS 39502, FAX # 228-865-5843 or Email: (G2MPCLSVC@southernco.com)**

DATE MAIL/FAX/ EMAIL RECEIVED

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
------------	---	-----------------------

LED FIXTURES

50 WATT LED
90 WATT LED
110 WATT LED
190 WATT LED

4301 Mamie St Monthly increase \$11.32

OTHER FIXTURES

NOTE: FOR NON-ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

DATE: 4/25/23

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE:
AUTHORIZED SIGNATURE DATE:
DEVELOPER NAME ACCOUNT # 598418200
DEVELOPER SIGNATURE DATE:
DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT:
Attach a plat for development.

**TO: MISSISSIPPI POWER COMPANY, ATTN. : (MPC LIGHTING SERVICES) P.O. Box 4079,
Gulfport, MS 39502, FAX # 228-865-5843 or Email: (G2MPCLSVC@southernco.com)**

DATE MAIL/FAX/ EMAIL RECEIVED

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

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TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
------------	---	-----------------------

LED FIXTURES

50 WATT LED
90 WATT LED
110 WATT LED
190 WATT LED

☐	☐
☐	☐
☐	☐
☐	☐

Bowling St
1609, 811, 805, 411, 831
Monthly Increase \$43.30

OTHER FIXTURES

NOTE: FOR NON-ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

DATE: 4/25/23

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE:
AUTHORIZED SIGNATURE DATE:
DEVELOPER NAME ACCOUNT # 598418200
DEVELOPER SIGNATURE DATE:
DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT:
Attach a plat for development.

**TO: MISSISSIPPI POWER COMPANY, ATTN. : (MPC LIGHTING SERVICES) P.O. Box 4079,
Gulfport, MS 39502, FAX # 228-865-5843 or Email: (G2MPCL SVC@southernco.com)**

DATE MAIL/FAX/ EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
------------	---	-----------------------

LED FIXTURES

50 WATT LED
90 WATT LED
110 WATT LED
190 WATT LED

1	1 - 2

Dearborne st
315 and last pole
Monthly Increase \$17.32

OTHER FIXTURES

NOTE: FOR NON-ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, May 16, 2023
Re: Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.
File Number: 2023-321
Minute Book #

Summary

Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 16, 2023 City Council meeting for consideration.



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 16th day of May, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Charles Brock of 2004 Adeline Street, hereinafter called Owner, and Starter Homes of Mississippi, with its principal place of business located at 57 Carter Drive, Seminary, Mississippi 39479, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **2004 Adeline Street** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **2004 Adeline Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCDD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCDD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCDD. If the Notice to Proceed is not received by the Contractor within this 5-day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCDD's signing of this Agreement, the Owner/COHCDD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within **thirty (30) days** after issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds sixty (30) days.** The Owner/COHCDD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCDD shall pay to the Contractor the sum of fourteen thousand nine hundred ninety-five dollars (\$14,995.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCDD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCDD or their duly authorized agent. The Contract Sum and the Contract Time may be changed by a Change Order. The



cost or credit to the Owner/COHCDD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCDD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCDD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCDD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCDD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCDD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCDD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____



8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **2004 Adeline Street** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the ____ day of _____, 2023.

Charles Brock _____

Date

Homeowner _____

Date

City of Hattiesburg, Mississippi

Contractor

By: _____

Toby Barker, Mayor

By: _____

Date: May 16, 2023

Date: _____

Attest: _____

Kermas Eaton, City Clerk

Attest: _____

CITY OF HATTIESBURG EMERGENCY REPAIR PROGRAM (10K+)
Emergency Repair Roof Initiative
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
7. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Emergency Roof Repair Initiative Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
8. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
9. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
10. _____ I hereby agree to maintain flood insurance, when applicable.
11. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
12. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
13. _____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Charles Brock of 2004 Adeline Street**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of _____, 2023.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), , **Charles Brock of 2004 Adeline Street** is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **2004 Adeline Street**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Emergency Repair Roof Initiative Program.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: May 16, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: Charles Brock – 2004 Adeline Street

1. _____ I propose to furnish all materials and perform all labor necessary to complete the work described in the attached Work Write-Up/Bid Solicitation.
2. _____ I agree that all work will be completed with quality workmanship and materials and I certify that no lead-based paint will be used on this job.
3. _____ I will begin work within ten (10) working days after receiving the **Notice to Proceed**, and I will complete the job within sixty (30) days of the start date.
4. _____ I will purchase, maintain and furnish evidence of Comprehensive Business Liability Insurance coverage during the life of the contract, in an amount not less than \$50,000 in the event of bodily injury including death and \$2,000.00 in the event of property damage arising out of work performed by me.
5. _____ I will obtain all permits and licenses necessary for the completion and execution of the work and labor to be performed.
6. _____ I will perform all work in conformance with the terms shown in Article 8 of the General Conditions, Exhibit J.
7. _____ I certify that I will perform all work in conformance with local codes and in conformance with the City of Hattiesburg’s CDBG/HOME Contractors Performance Standards, Exhibit K.
8. _____ I agree that I will not discriminate against any persons employed by my company or any applicant for employment with my company because of age, race, color, religion, sex, handicap, familial status, national origin or because of any political or union affiliation. In accordance with 24 CFR Part 8 as required by Section 504 Regulations, there shall be no discrimination on the basis of handicap in admission, access to, treatment or employment in federally assisted programs and activities. The City of Hattiesburg Department of Urban Development shall coordinate compliance of this part and is hereby the designee to handle any grievances concerning violation of these regulations.
9. _____ I will clean construction debris from the dwelling and the site to a dumpster or a code legal dump at least daily, and I will leave the property in a broom clean condition at the end of each work day. Additionally, for dwellings occupied during construction, I will vacuum all occupied spaces at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. I will acquire approval from Community Development prior to prohibiting access to any work site, and I will notify the owner.
10. _____ I will furnish the original of all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment to the City of Hattiesburg for forwarding to the Homeowner.
11. _____ I understand that a *Request for Payment* with *Invoice*, and when applicable the *Lien Waiver* and *Release of Lien* *Waivers* must be completed and submitted according to the Request for Payment Processing Schedule.
12. _____ I understand that payment may be made by percentage of completion, not to exceed 70% until completion of the work, provided this Agreement be then fully executed, subject to the provisions of Article 8 of the General Conditions, Exhibit J.
13. _____ I understand that the homeowner can not authorize any other contractor/individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs Program to make repairs to the premise during the duration of this Grant Agreement.
14. _____ I understand that if any contractor/ individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs program performs any repairs to the premises; it is my responsibility to report it immediately to the Housing Program Inspector or the Housing Coordinator immediately, all the terms of the Grant Agreement may be voided and the grant award to the homeowner forfeited.

This work will be completed for the sum of **\$14,995.00**. ***ALL WORKMANSHIP IS SUBJECT TO A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR.**

CONTRACT ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to approve the payment in the amount specified in said proposal, and according to the terms thereof, on this the 16th day of May, 2023.

Charles Brock, SignatureDate

City of Hattiesburg – WitnessDate

Starter Homes of MississippiDate

Other Homeowner, SignatureDate



Department of Urban Development Community Development Division

Homeowner

Address: 2004 Adeline

Phone:

WORK WRITE-UP

Completed and Approved By:

Project Type: ☐ Rehab ☐ Repair ☐ Special Project ☐ Adopt a Home ☐ World Changers HP Inspector:

Date:

Special Classifications: ☐ N/A ☐ Historic District ☐ 50 Years + ☐ Flood Zone ☐ Lead ☐ Asbestos

Reviewed and Approved By:

Contract Date:

Housing Coordinator:

Date:

Contractor:

Housing Manager:

Date:

General Requirements: All repairs are to be performed in accordance with the guidelines and material specifications listed in the City of Hattiesburg's Housing Rehabilitation and Housing Repair Grants Program Manual for CDBG/HOME, Contractor's Performance Standards Rehabilitation and the 2018 International Residential Code.

ITEM

NO.

WORK DESCRIPTION

ESTIMATED COST

ROOF

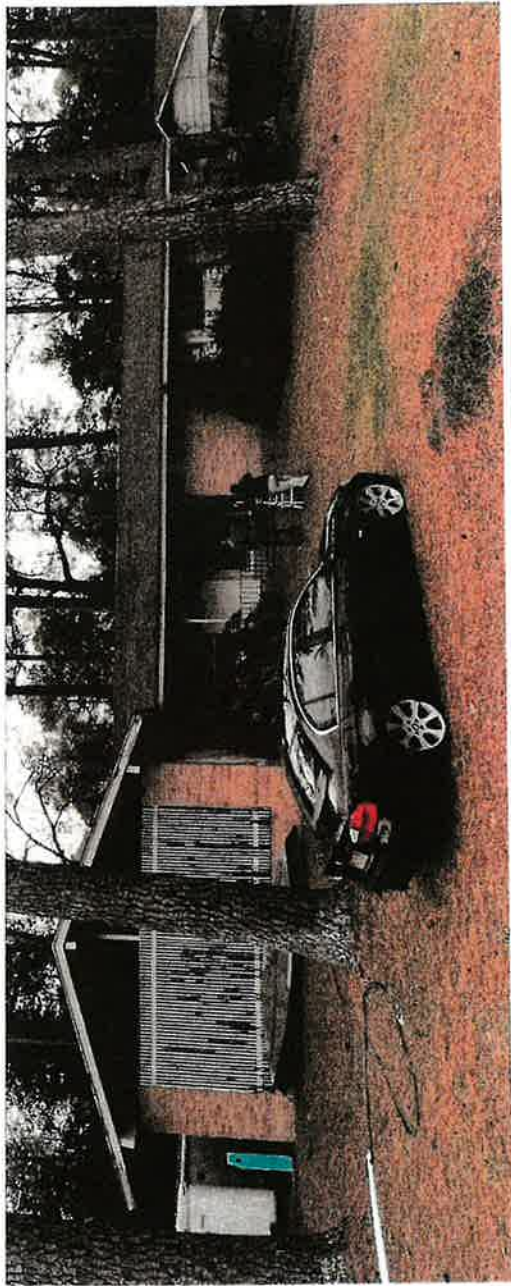
1. Remove shingles and felt down to the decking
2. Replace all deteriorated decking and framing
3. Install nail over ridge vent
4. Install new synthetic felt
5. Install new vent pipe boots
6. Replace deteriorated fascia and soffit; caulk and paint to match
7. Install new drip edge
8. Install 25-year mid-grade architectural shingles

3400
1200
400
500
150
1000
400
7745

TOTAL:

14995

*** Contractor is responsible for walking the roof to identify soft spots and deteriorated decking and/or checking the interior of the structure for leaks and water damage associated with roof deterioration. Call for inspection when shingles and decking is removed.





CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 16th day of May, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Patsy Jones of 124 Cypress Avenue, hereinafter called Owner, and Starter Homes of Mississippi, with its principal place of business located at 57 Carter Drive, Seminary, Mississippi 39479, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **124 Cypress Avenue** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **124 Cypress Avenue**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCDD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCDD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCDD. If the Notice to Proceed is not received by the Contractor within this 5-day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCDD's signing of this Agreement, the Owner/COHCDD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within **thirty (30) days** after issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds sixty (30) days.** The Owner/COHCDD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCDD shall pay to the Contractor the sum of thirteen thousand seven hundred dollars (\$13,700.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCDD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCDD or their duly authorized agent. The Contract Sum and the Contract Time may be changed by a Change Order. The



cost or credit to the Owner/COHCDD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCDD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCDD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCDD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCDD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCDD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCDD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____



8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **124 Cypress Avenue** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the ____ day of _____, 2023.

_____	_____	_____
Patsy Jones	Date	Homeowner
		Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: May 16, 2023

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

CITY OF HATTIESBURG EMERGENCY REPAIR PROGRAM (10K+)
Emergency Repair Roof Initiative
GRANT AWARD AGREEMENT

General Terms and Conditions

1. ____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. ____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. ____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. ____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. ____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. ____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
7. ____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Emergency Roof Repair Initiative Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
8. ____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
9. ____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
10. ____ I hereby agree to maintain flood insurance, when applicable.
11. ____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
12. ____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
13. ____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Patsy Jones of 124 Cypress Avenue**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of ____, 2023.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), , **Patsy Jones of 124 Cypress Avenue** is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **124 Cypress Avenue**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Emergency Repair Roof Initiative Program.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: May 16, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: Patsy Jones – 124 Cypress Avenue

1. _____ I propose to furnish all materials and perform all labor necessary to complete the work described in the attached Work Write-Up/Bid Solicitation.
2. _____ I agree that all work will be completed with quality workmanship and materials and I certify that no lead-based paint will be used on this job.
3. _____ I will begin work within ten (10) working days after receiving the **Notice to Proceed**, and I will complete the job within sixty (30) days of the start date.
4. _____ I will purchase, maintain and furnish evidence of Comprehensive Business Liability Insurance coverage during the life of the contract, in an amount not less than \$50,000 in the event of bodily injury including death and \$2,000.00 in the event of property damage arising out of work performed by me.
5. _____ I will obtain all permits and licenses necessary for the completion and execution of the work and labor to be performed.
6. _____ I will perform all work in conformance with the terms shown in Article 8 of the General Conditions, Exhibit J.
7. _____ I certify that I will perform all work in conformance with local codes and in conformance with the City of Hattiesburg's CDBG/HOME Contractors Performance Standards, Exhibit K.
8. _____ I agree that I will not discriminate against any persons employed by my company or any applicant for employment with my company because of age, race, color, religion, sex, handicap, familial status, national origin or because of any political or union affiliation. In accordance with 24 CFR Part 8 as required by Section 504 Regulations, there shall be no discrimination on the basis of handicap in admission, access to, treatment or employment in federally assisted programs and activities. The City of Hattiesburg Department of Urban Development shall coordinate compliance of this part and is hereby the designee to handle any grievances concerning violation of these regulations.
9. _____ I will clean construction debris from the dwelling and the site to a dumpster or a code legal dump at least daily, and I will leave the property in a broom clean condition at the end of each work day. Additionally, for dwellings occupied during construction, I will vacuum all occupied spaces at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. I will acquire approval from Community Development prior to prohibiting access to any work site, and I will notify the owner.
10. _____ I will furnish the original of all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment to the City of Hattiesburg for forwarding to the Homeowner.
11. _____ I understand that a *Request for Payment* with *Invoice*, and when applicable the *Lien Waiver* and *Release of Lien* *Waivers* must be completed and submitted according to the Request for Payment Processing Schedule.
12. _____ I understand that payment may be made by percentage of completion, not to exceed 70% until completion of the work, provided this Agreement be then fully executed, subject to the provisions of Article 8 of the General Conditions, Exhibit J.
13. _____ I understand that the homeowner can not authorize any other contractor/individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs Program to make repairs to the premise during the duration of this Grant Agreement.
14. _____ I understand that if any contractor/ individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs program performs any repairs to the premises; it is my responsibility to report it immediately to the Housing Program Inspector or the Housing Coordinator immediately, all the terms of the Grant Agreement may be voided and the grant award to the homeowner forfeited.

This work will be completed for the sum of **\$13,700.00**. ***ALL WORKMANSHIP IS SUBJECT TO A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR.**

CONTRACT ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to approve the payment in the amount specified in said proposal, and according to the terms thereof, on this the 16th day of May, 2023.

Patsy Jones, SignatureDate

City of Hattiesburg – WitnessDate

Starter Homes of MississippiDate

Other Homeowner, SignatureDate



Department of Urban Development Community Development Division

Owner:

Address: 124 Cypress Ave

Project Type: ☐ Rehab ☒ Repair

Special Project ☐

Historic District ☐

Asbestos ☐

Lead ☐

Adopt A Home ☐

World Changers ☐

Flood Zone ☐

50 Years + ☐

Asbestos ☐

Lead ☐

Adopt A Home ☐

World Changers ☐

Flood Zone ☐

50 Years + ☐

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World Changers ☐

Flood Zone ☐

50 Years + ☐

Asbestos ☐

Lead ☐

Adopt A Home ☐

World Changers ☐

Flood Zone ☐

50 Years + ☐

Asbestos ☐

Phone:

WORK WRITE-UP

Completed and Approved By:

HP Inspector: SJP

Reviewed and Approved By:

Housing Coordinator:

Housing Manager:

Date:

Date:

General Requirements: All repairs are to be performed in accordance with the guidelines and material specifications listed in the City of Hattiesburg's Housing Rehabilitation and Housing Repair Grants Program Manual for CDBG/HOME, Contractor's Performance Standards Rehabilitation and the 2018 International Residential Code.

ITEM

0. WORK DESCRIPTION

ESTIMATED COST

ROOF

1. Remove shingles and felt down to the decking
2. Replace all deteriorated decking and framing
3. Replace all deteriorated soffit and fascia
4. Cut out slot for ridge vent
5. Install roof edge
6. Install new synthetic felt
7. Install new pipe boots
8. Install 25-year mid-grade architectural shingles
9. Install modified roofing
10. Install ridge vent and cap
11. Remove tree limbs

1900
1200
800
200
600
600
250
6050
1200
600
300

Total Cost: 13,700

<<NOTES>>

Trim trees (2). Install Drip Edge. Modified Roofing. Flashing. CDX.

*Contractor is responsible for walking the roof to identify soft spots and deteriorated decking and/or checking the interior of structure for leaks and water damage associated with roof deterioration. Call for inspection when shingles and decking is moved.





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, May 16, 2023
Re: Approve Memorandum of Understanding between City of Hattiesburg and Rubicon Global, LLC, for a three-month pilot project utilizing technology-enabled waste management routing services for the Sanitation Division.
File Number: 2023-327
Minute Book #

Summary

Approve Memorandum of Understanding between City of Hattiesburg and Rubicon Global, LLC, for a three-month pilot project utilizing technology-enabled waste management routing services for the Sanitation Division.

Recommendation Statement

I recommend this item be added to the Council agenda.

Please place this on the May 16, 2023 City Council meeting for consideration.

BINDING MEMORANDUM OF UNDERSTANDING

This Binding Memorandum of Understanding (“MOU”) is made and entered into as of **DATE SIGNED** day of **MONTH, YEAR** by and between RUBICON GLOBAL, LLC, a Delaware limited liability company, having a principal place of business at 335 Madison Avenue, 4th Floor, New York, NY 10017 (“Rubicon”) and the City of Hattiesburg, MS having a principal place of business at 200 Forrest St. Hattiesburg, MS 39401 (the “City”) (Rubicon and the City are hereinafter referred to as the “Parties”).

SECTION 1 - BACKGROUND

1.01 Rubicon has developed a technology-enabled suite of systems and methods for monitoring waste management services provided by waste hauler vehicles in real-time, enabling users to effectively measure and manage the impact and efficiency of waste removal services.

1.02. The City’s Department of Solid Waste includes a fleet of approximately 20 waste and recycling vehicles (“Solid Waste Vehicles”) that service the approximately 18,594 households within the City limits.

1.03 The Parties are interested in conducting a joint 3-month waste data pilot project (the “Pilot Project”), allowing the City to test Rubicon’s technology-enabled suite of products to improve the impact and efficiency of its residential waste and recycling systems.

SECTION 2 - PURPOSE OF THE MOU

2.01 The purpose of this MOU is to: (a) provide the basis for the Parties’ relationship under the Pilot Project; and (b) describe at a high level the key principles and terms which will apply to the Pilot Project.

SECTION 3 - PILOT PROJECT

3.01 Pilot Project: Rubicon and the City agree to participate in the Pilot Project to help the City demonstrate the power of Rubicon’s technology to improve municipal residential waste and recycling systems. Rubicon agrees to donate hardware and software, training, and support as described below.

3.02 Pilot Project Hardware: For use in each of the City’s approximately 10 Solid Waste Vehicles, Rubicon will donate the following hardware devices: (1) a smartphone with service plan, (2) a phone case, (3) a vehicle mount for smartphone, and (4) a vehicle charger and cable for the smartphone. Rubicon will also donate charging stations for charging the smartphones while not in use in a Solid Waste Vehicle.

3.03 Pilot Project Software and Services: Rubicon will donate to the City access to its proprietary app-based software on the donated smartphones to monitor and collect data regarding activity of the Solid Waste Vehicles. Rubicon will also donate to the City access to a customized web portal providing access to real-time and historical information as derived from data collected by the donated smartphones using Rubicon’s proprietary technology and information (“Portal Information”). Additionally, Rubicon will donate to the City training and support services for its proprietary and customized software.

3.04 Duration: Rubicon will donate the Pilot Project hardware, software, and services described in sections 3.01 - 3.03, from the date such technology-enabled suite of systems is substantially implemented in the Solid Waste Vehicles and notice of completion of such implementation is provided from Rubicon to the City until the third month anniversary of such date (the "Termination Date"). Within 2 weeks of the Termination Date, the City agrees to return all donated hardware and software to Rubicon. The City's access to Rubicon's customized web portal shall be discontinued 6 months after the Termination Date. Notwithstanding the foregoing, any terms of this MOU, which by their explicit language or their nature, including, without limitation, the provisions of Section 3.07 and Section 3.09, shall survive Termination of this MOU. Notwithstanding the foregoing, in the event City continues to access, use or otherwise utilize any of the Pilot Project Hardware, the Pilot Project Software and Services after the Termination of this MOU, City's use thereof shall at all times be subject to the provisions of this MOU, including, without limitation, Sections 3.05 through 3.09, below.

3.05 Liability: Rubicon assumes liability for breakage, theft, or loss of the donated Pilot Project Hardware that is not the result of gross negligence by the City, its agents or employees. Rubicon also agrees to provide reasonable maintenance for the Pilot Project Hardware for the duration of the Pilot Project, and the City agrees to provide Rubicon reasonable access to the Solid Waste Vehicles to provide such maintenance. The Parties will agree on an appropriate mechanism for the Parties to inform one another of any maintenance issues with the Pilot Project Hardware and for Rubicon to have access to the Pilot Project Hardware to provide such maintenance.

3.06 Value: It is estimated that the total value of hardware, software and services donated to the City during the Pilot Project is up to NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS AND ZERO CENTS. (\$ 9,750.00).

3.07 Intellectual Property:

- (a) Rubicon will retain ownership of all of its intellectual property including all intellectual property embodied in or used by the Pilot Project Hardware and Software and any other intellectual property necessary to conduct the Pilot Project. Rubicon grants the City a non-exclusive license under such intellectual property solely for the conduct of the Pilot Project for the duration of the Pilot Project. Such non-exclusive license will terminate upon completion of the Pilot Project.
- (b) Any intellectual property, including, but not limited to, any inventions, patents, copyrights, trade secrets, or know-how, made or acquired as a result of the Pilot Project whether solely by either of the Parties, or jointly by the Parties ("Project Intellectual Property") will be owned by Rubicon. The City hereby assigns all right, title, and interest in any such Project Intellectual Property to Rubicon.
- (c) Rubicon will retain ownership of any and all data in its possession prior to commencement of the Pilot Project, or that Rubicon otherwise generates or collects after commencement of the Pilot Project, but that is unrelated to the Pilot Project ("Rubicon's Pre-Existing Data"). The City will not be given access or any license to Rubicon's Pre-Existing Data.
- (d) The City will retain ownership of data in its possession prior to commencement of the Pilot Project that it provides to Rubicon in conjunction with the Pilot Project, including, but not limited to addresses, routes, vehicle and operator identification, and/or waste services data gathered or prepared by the City ("City's Pre-Existing

Data”). The City hereby grants Rubicon the ability to use the City’s Pre-Existing Data for internal study and analysis of data, incorporation of the data with other data of Rubicon, and development of products or technology based on the data, but only to the extent that the City’s Pre-Existing Data shall be in an anonymized aggregated format.

- (e) Rubicon will own and retain the data generated and collected under the Pilot Project (“Project Data”), excluding any of the City’s Pre-Existing Data which is not in an anonymized aggregated format.

3.08 Additional Responsibilities of the City of Hattiesburg:

- (a) The City will provide Rubicon reasonable access to the Waste Service Vehicles and the City’s appropriate facilities to install the Pilot Project Hardware. The Parties will agree on an appropriate time and location for such installation.
- (b) The City will make the operators of the City’s Waste Disposal Vehicles, managers, supervisors, and dispatchers of the City’s Department of Public Works fleet of Solid Waste Vehicles, and any other City employees who will participate in the Pilot Project available for the purpose of training on Pilot Project Hardware and Pilot Project Software set forth in Sections 3.02 and 3.03. The Parties will agree on an appropriate time and location for such training.
- (c) The City will provide Rubicon with City’s Pre-Existing Data concerning:
 - (i) the costs associated with providing waste collection and disposal services, including all data collected by the City representing the City’s costs to provide curbside collection services in the City’s County limits for each of the past 12 months, including labor costs for Solid Waste Vehicle operators, managers, supervisors and helpers/slingers, as well as maintenance and fuel costs associated with Solid Waste Vehicles; and
 - (ii) the amount of waste and recyclable materials it collected through curbside collection services in the City within the past 12 months, including the date and net weight of each load of waste and recyclable materials collected by a City Solid Waste Vehicle.

3.09 Confidentiality: Subject to the provisions of Section 25-61-9 of the Mississippi Code of 1972 as amended, Aall Project Data generated and collected under the Pilot Project, and Rubicon’s Pre-Existing Data will be considered proprietary and confidential. The City agrees not to publish or otherwise make publicly available any Portal Information without the written permission of Rubicon.

SECTION 4 - FUTURE EXPECTATIONS; PILOT EXTENSION TERM

4.01 The Parties understand and agree that this Memorandum of Understanding, including the Pilot Project described herein, Rubicon’s donation of goods and services during the Pilot Project, and the Parties’ respective interests in the various forms of Intellectual Property contemplated, does not expressly or by implication obligate the City to purchase any goods or services from Rubicon or guarantee that the City will purchase any goods or services from Rubicon.

4.02 Pilot Extension Term

- (a) By written confirmation from both Parties, which confirmations may be via e-mail or other electronic format, or consenting to a “click through” agreement and acknowledgement, the Parties may mutually agree, each in their sole discretion, to extend the term of the Pilot Project up to an additional six (6) months beyond the Termination Date (the “Pilot Extension Term”). If the Parties wish to exercise the option for the Pilot Extension Term, the Parties shall provide the required notice and mutual agreement during the initial three (3) months of the Pilot Project in which case the Pilot Extension Term shall continue for three (3) months and during that three months, the Parties may, upon the same notice and mutual agreement requirements, exercise the option to extend the Pilot Extension Term an additional three (3) months (for a full six (6) month Pilot Extension Term).
- (b) During the Pilot Extension Term, the City agrees to pay to Rubicon \$3,250.00 per month on the first of each month for the Pilot Project Hardware, the Pilot Project Software and Services.
 - i. Except as otherwise specified in an Order or Statement of Work: Client shall pay to Rubicon all fees, charges and expenses due and owing pursuant to Section 4 within thirty (30) days following Rubicon’s invoice date.
- (c) During the Pilot Extension Term, except as modified in this Section 4.02 or otherwise in writing by the Parties, all other terms and conditions of this MOU shall remain in effect.

SIGNATURES ON FOLLOWING PAGE

The Parties, by authorized representatives, have executed this Binding Memorandum of Understanding as of the Effective Date.

CITY OF HATTIESBURG, MS

RUBICON GLOBAL, LLC

AUTHORIZED REPRESENTATIVE

Conor Riffle
SENIOR VICE PRESIDENT, SMART CITIES



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, May 16, 2023

Re: Approve a temporary construction easement between City of Hattiesburg and Midtown Merchants Association, Inc., over and across property located at Midtown Green Park, as described herein, for the purpose of constructing a band shell on the subject property and authorize Mayor and City Clerk to execute the same.
File Number: 2023-329
Minute Book #

Summary

Approve a temporary construction easement between City of Hattiesburg and Midtown Merchants Association, Inc., over and across property located at Midtown Green Park, as described herein, for the purpose of constructing a band shell on the subject property.

Recommendation Statement

I recommend that this item be added to the Council agenda for consideration.

Please place this on the May 16, 2023 City Council meeting for consideration.

Prepared by, record and return to:
Pope & Pope, P.A.
P. O. Box 17527
Hattiesburg, MS 39402
601-268-9997

Indexing Instructions: SW 1/4 of SE 1/4, Section 7, T4N, R13W, Forrest County, Mississippi

STATE OF MISSISSIPPI

COUNTY OF FORREST

TEMPORARY CONSTRUCTION EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, CITY OF HATTIESBURG, MISSISSIPPI ("the City"), a municipal corporation, does hereby grant and convey unto MIDTOWN MERCHANTS ASSOCIATION, INC., a Mississippi non-profit corporation ("Midtown Merchants"), a temporary construction easement over and across the following described property, located in the City of Hattiesburg, Forrest County, Mississippi ("the subject property"), for the purpose of constructing a band shell on the subject property, to wit:

A part and parcel of Southwest Quarter of Southeast Quarter of Section 7 of Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as beginning 165 feet South and 750 feet West of the

Northeast Corner of the Southwest Quarter of the Southeast Quarter to and from a point of beginning. From said point of beginning, proceed thence South 330 feet, thence West 556 feet, thence North 330 feet and thence east 556 feet back to the point of beginning, comprising 4.21 acres, more or less.

The Easement conveyed herein is subject to the following conditions:

1. The band shell shall be constructed by a contractor engaged by Midtown Merchants according to the drawings provided by Rion Snowden Architect, PLLC d/b/a Verb Architecture, and all expenses incurred in connection with the construction of the band shell shall be the responsibility of Midtown Merchants.
2. The construction of the band shell, including site work, shall be coordinated with the City's representative, Landarc Consulting Group, Inc., and Midtown Merchants understands and agrees that other contractors will be working in close proximity to the bank shell to fully develop the entire park acreage.
3. Upon completion of the band shell, Midtown Merchants will cause any disturbed area resulting from its construction activities to be restored to its pre-construction condition.
4. Upon completion of the band shell construction and the restoration of any disturbed area to the satisfaction of Midtown Merchants and the City, Midtown Merchants shall execute a Quitclaim Deed to the subject property to the City for any interest it may have in the subject property, including, but not limited to, the band shell. Provided, however, that during construction fee simple title to the subject property and any improvements thereon, whether such improvements be completed or not, shall remain in the City.
5. The construction of the band shell shall be completed by November 1, 2023, unless the City and Midtown Merchants agree to an extension of the time of completion. Subject to any extension of time as set forth herein, this Temporary Construction Easement shall terminate upon

the completion of the construction of the band shell and the restoration of the area disturbed by construction or November 1, 2023, whichever is earlier.

6. This Temporary Construction Easement shall be effective as of _____.

WITNESS THE SIGNATURES of the parties on the dates set forth below.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
TOBY BARKER, MAYOR

Date:

ATTEST: _____
KERMAS EATON, CITY CLERK

Date:

AGREED TO AND ACCEPTED BY:

MIDTOWN MERCHANTS ASSOCIATION, INC.

BY: 

Its: _____

*Immediate Past Chairman /
Projects Committee representative
Midtown Merchants Association*

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2023, within my jurisdiction, the within named **TOBY BARKER** who acknowledged that he is Mayor of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

(S E A L)

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2023, within my jurisdiction, the within named **KERMAS EATON**, who acknowledged that he is City Clerk of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

(S E A L)

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9 day of May, 2023, within my jurisdiction, the within named, Thomas R. Smith II, who acknowledged that he/she is Immediate Past Chairman of MIDTOWN MERCHANTS ASSOCIATION, INC., a Mississippi non-profit corporation, and that for and on behalf of the said non-profit corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said non-profit corporation so to do.

(SEAL)



B. Vasser
NOTARY PUBLIC

My Commission Expires: 8/4/2026



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 16, 2023

Re: Accept the transfer of one (1) 2007 Vision Blue Bird bus from the Hattiesburg Public School District; authorize placement of said bus in the inventory of the Hattiesburg Police Department in accordance with MS Code 31-7-13 (m) (vi)
File Number: 2023-319
Minute Book #

Summary

Recommendation Statement

Please place this on the May 16, 2023 City Council meeting for consideration.



Hattiesburg Public Schools

301 Mamie Street
Hattiesburg, MS 39401
Phone: 601-582-5078
Fax: 601-583-7339

Board Agenda Item
Office of the Superintendent of Schools
Board Meeting on June 14, 2022

TO: Board of Trustees

FROM: Robert Williams, Ph.D., Superintendent
(Submitted by: Michael Battle, Ph.D.)

SUBJECT: Consideration to Approve a School Bus Transfer to the City of Hattiesburg

DATE: June 14, 2022

Strategic Goal 5: Fiscal Responsibility and Sustainable Resources

Background and Rationale:

Hattiesburg Public Schools request consideration to approve the transfer of a 2007 Vision Blue Bird (Serial Number 1BAKGCKH67F239062), to the City of Hattiesburg. This bus is no longer a part of the district's active inventory and is currently scheduled for auction.

Funding Source: N/A

Recommendation: The recommendation is that the Hattiesburg Public Schools Board of Trustees approve the transfer of a 2007 Vision Blue Bird (Serial Number 1BAKGCKH67F239062), to the City of Hattiesburg.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 16, 2023

Re: Authorize submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for the 2023 Bulletproof Vest Partnership Grant in the amount of \$33,065 to purchase bulletproof vests for the Hattiesburg Police Department.
File Number: 2023-315
Minute Book #

Summary

U.S. Department of Justice, Bureau of Justice Assistance for the 2023 Bulletproof Vest Partnership Grant

Recommendation Statement

I recommend authorization of submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for the 2023 Bulletproof Vest Partnership Grant in the amount of \$33,065 to purchase bulletproof vests for the Hattiesburg Police Department.

Please place this on the May 16, 2023 City Council meeting for consideration.

REVIEW APPLICATION



Application Profile



Application



NIJ Approved Vests



Submit Application

Below is the current status of your application.

APPLICATION PROFILE

Participant	HATTIESBURG CITY
Fiscal Year	2023
Number of Agencies Applied	0
Total Number of Officers for Application	99
Number of Officers on Approved Applications	99

APPLICATION PROFILE

Fiscal Year	2023
Vest Replacement Cycle 	4
Number of Officers	99
Number of Emergency Replacement Needs 	Number of Stolen or Damaged Officer0
	Number of Officer0

Turnover

REVIEW BVP APPLICATION FOR FUNDING				
Applicant	Quantity	Total Cost	Date Submitted	Application Status
HATTIESBURG CITY	34	\$33,065.00		Sent for BVP Approval
Grand Totals:	34	\$33,065.00		

BVP 2023 Agenda Draft

Title:

Authorize submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for the 2023 Bulletproof Vest Partnership Grant in the amount of \$33,065 to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide \$16,532.50 (50%) of the cost of the vests.

Summary:

2023 Bulletproof Vest Partnership Grant

Recommendation:

I recommend authorization of submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for the 2023 Bulletproof Vest Partnership Grant in the amount of \$33,065 to purchase bulletproof vests for the Hattiesburg Police Department. The grant reimbursement to the city will provide \$16,532.50 (50%) of the cost of the vests.

Notes:

No signatures are needed.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Peggy Sealy, Chief of Police
cc: Kermas Eaton, City Clerk
Date: Tuesday, May 16, 2023
Re: Acknowledge receipt of a Declaration of Forfeiture from the Forrest/Perry Metro Narcotics Task Force forfeiting \$1,752.00, the \$1,752.00 will be forfeited in the manner described in the attached order.
File Number: 2023-292
Minute Book #

Summary

Acknowledge receipt of Order for Disposition of Seized Property from the 12th Circuit Court Narcotics Enforcement Team.

Recommendation Statement

I recommend approval

Please place this on the May 16, 2023 City Council meeting for consideration.



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

MEMORANDUM

TO: Mayor and Council

FROM: Chief Peggy Sealy 

DATE: April 21, 2023

RE: Receipt of Forfeiture

This memo is to request Council acknowledge receipt of Declaration of Forfeiture from the Forrest/Perry Metro Narcotics Task force forfeiting \$1,752.00. The monies will be forfeited in the following manner: \$700.80 to the 12th Circuit Court Narcotics Enforcement Team; \$175.20 to the Hattiesburg Police Department; \$175.20 to the Petal Police Department; \$175.20 to the Perry County Sheriff's Office; \$175.20 to the Forrest County Sheriff's Department; \$175.20 to the Forrest/Perry Counties District Attorney's Office and \$175.20 to the Forrest County Asset Forfeiture Officer.

PS/tl

Attachment



STATE OF MISSISSIPPI
FORREST COUNTY
DEPOSITORY ACCOUNT

FORREST COUNTY BOARD OF SUPERVISORS



Hattiesburg, MS 39401
TOLL FREE 1-888-797-7711

3/1/12 1542

VOID AFTER 60 DAYS

056390

CHECK NO.
56390

Ref: 120-0234018 Claim No. 42

One Hundred Seventy-Five And 20/100 Dollars

PAY TO THE ORDER OF: *****
CITY OF HATTIESBURG POLICE DEPARTMENT***
ATTN: LISA HANSON
POST OFFICE BOX 1898
HATTIESBURG MS 39403

DATE
4/19/2023

AMOUNT
\$175.20

LANCE C. REID - CHANCERY CLERK

⑈056390⑈ ⑆084201278⑆ 5592025 0⑈

DETACH THIS PORTION. RETAIN FOR YOUR RECORDS

STATE OF MISSISSIPPI

FORREST COUNTY

HATTIESBURG, MISSISSIPPI 39401

DEPOSITORY ACCOUNT

Account	Check Date	Description	Invoice	Amount
120221592	4/19/2023	SEIZED PROPERTY-MINNIE ALLEN	5384	13.80
120221592		SEIZED PROPERTY-GARRICK WHITE	5378	161.40
		Total		175.20

FILED

APR 04 2023

IN THE COUNTY COURT OF FORREST COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI
EX REL 12th CIRCUIT COURT NARCOTICS
ENFORCEMENT TEAM

Justitia
FORREST COUNTY CIRCUIT CLERK

PLAINTIFF

VS

CAUSE NO: 22-348

ONE HUNDRED THIRTY EIGHT
DOLLARS IN U.S. CURRENCY

DEFENDANT

MINNIE ALLEN

CLAIMANT

ORDER FOR DISPOSITION OF SEIZED PROPERTY

THIS DAY THIS CAUSE came on to be heard on the Petition For Forfeiture filed herein by the State of Mississippi Ex Rel 12th Circuit Court Narcotics Enforcement Team; and the Court, after consideration of the matter does **HEREBY FIND and ORDER** as follows:

I.

That jurisdiction and venue are proper in this Court.

II.

That this contest of the forfeiture of property was brought before this Court under Mississippi Code Annotated § 41-29-153, et seq. (1972), as amended, contesting the seizure of the following personal property: One Hundred Thirty-Eight Dollars in U.S. Currency, which was possessed by the Claimant at the time of his/her arrest on or about April 27, 2022.

III.

That the Claimant failed, within the time proscribed by law, to file an answer, or responsive pleading, or otherwise defend this action in any way. Further, that on November 21, 2022, a Clerk's Entry of Default was entered in this cause.

IV.

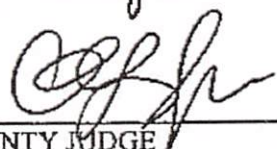
That the Plaintiff has provided sufficient proof in favor of forfeiture of the above captioned property, which was seized by the State of Mississippi Ex Rel 12th Circuit Court Narcotics Enforcement Team.

IV.

That the property seized from the Claimant should be forfeited as provided herein.

IT IS FURTHER ORDERED AND ADJUDGED that the One Hundred Thirty-Eight Dollars in U.S. Currency that was seized shall be forfeited in the following manner, to-wit: \$55.20 to the 12th Circuit Court Narcotics Enforcement Team; \$13.80 to the Hattiesburg Police Department; \$13.80 to the Petal Police Department; \$13.80 to the Perry County Sheriff's Office; \$13.80 to the Forrest County Sheriff's Department; \$13.80 to the Forrest/Perry Counties District Attorney's Office; \$13.80 to the Forrest County Asset Forfeiture Officer; all to be distributed, used or disposed of according to law.

SO ORDERED AND ADJUDGED on this the 3rd day of April, 2023


COUNTY JUDGE

Prepared and Presented by:

/s James L. Lane, Jr., 101728
ADA, Forrest/Perry County

FILED

APR 04 2023

IN THE COUNTY COURT OF FORREST COUNTY, MISSISSIPPI

Shirley
FORREST COUNTY CIRCUIT CLERK

STATE OF MISSISSIPPI
EX REL 12th CIRCUIT COURT NARCOTICS
ENFORCEMENT TEAM

PLAINTIFF

VS

CAUSE NO: 22-317

ONE THOUSAND SIX HUNDRED FOURTEEN
DOLLARS IN U.S. CURRENCY

DEFENDANT

GARRICK WHITE

CLAIMANT

ORDER FOR DISPOSITION OF SEIZED PROPERTY

THIS DAY THIS CAUSE came on to be heard on the Petition For Forfeiture filed herein by the State of Mississippi Ex Rel 12th Circuit Court Narcotics Enforcement Team; and the Court, after consideration of the matter does **HEREBY FIND and ORDER** as follows:

I.

That jurisdiction and venue are proper in this Court.

II.

That this contest of the forfeiture of property was brought before this Court under Mississippi Code Annotated § 41-29-153, et seq. (1972), as amended, contesting the seizure of the following personal property: One Thousand Six Hundred Fourteen Dollars in U.S. Currency, which was possessed by the Claimant at the time of his/her arrest on or about April 28, 2022.

III.

That the Claimant failed, within the time proscribed by law, to file an answer, or responsive pleading, or otherwise defend this action in any way. Further, that on November 22, 2022, a Clerk's Entry of Default was entered in this cause.

IV.

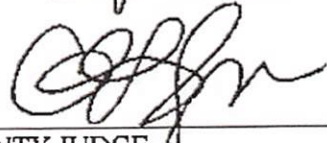
That the Plaintiff has provided sufficient proof in favor of forfeiture of the above captioned property, which was seized by the State of Mississippi Ex Rel 12th Circuit Court Narcotics Enforcement Team.

IV.

That the property seized from the Claimant should be forfeited as provided herein.

IT IS FURTHER ORDERED AND ADJUDGED that the One Thousand Six Hundred Fourteen Dollars in U.S. Currency that was seized shall be forfeited in the following manner, to-wit: \$645.60 to the 12th Circuit Court Narcotics Enforcement Team; \$161.40 to the Hattiesburg Police Department; \$161.40 to the Petal Police Department; \$161.40 to the Perry County Sheriff's Office; \$161.40 to the Forrest County Sheriff's Department; \$161.40 to the Forrest/Perry Counties District Attorney's Office; \$161.40 to the Forrest County Asset Forfeiture Officer; all to be distributed, used or disposed of according to law.

SO ORDERED AND ADJUDGED on this the 3rd day of April, 2023.


COUNTY JUDGE

Prepared and Presented by:

/s James L. Lane, Jr., 101728
ADA, Forrest/Perry County



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Neal Rockhold , Lieutenant
cc: Kermas Eaton, City Clerk
Date: Tuesday, May 16, 2023
Re: Acknowledge receipt of forfeiture of (1) one 2009 Infiniti Sedan and authorize said vehicle to be placed in the Hattiesburg Police Department inventory.
File Number: 2023-312
Minute Book #

Summary

Acknowledge forfeiture of (1) one 2009 Infiniti Sedan, and add the item to the police department inventory.

Recommendation Statement

Please place this on the May 16, 2023 City Council meeting for consideration.



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

March 27, 2023

City of Hattiesburg Mayor and City Council

RE: Forfeiture of 2009 Infiniti G37 to Hattiesburg Police Department

Our Police Department is requesting the addition of a forfeited 2009 Infiniti G37 (VIN# 3GNEK12Z85G287387) to the city inventory for use by department employees. The vehicle was forfeited to the department on 23 March, 2023 through the Forrest County Circuit Court Cause No: 20-1116 and was previously the property of Michelle Middlebrooks.

Sincerely,

A handwritten signature in blue ink, which appears to read "Peggy Sealy", followed by a long horizontal flourish.

Peggy Sealy
Chief of Police

PS/ep

(601) 545-4903

CRIME STOPPERS

HATTIESBURG POLICE DEPARTMENT
701 JAMES STREET • HATTIESBURG, MS 39401
(601) 582-STOP (582-7867)

FAX (601) 545-4952

CELLULAR * C.S.

FILED

MAR 22 2023

Forrest
FORREST COUNTY CIRCUIT CLERK

IN THE COUNTY COURT OF FORREST COUNTY, MISSISSIPPI

**STATE OF MISSISSIPPI
EX REL 12th CIRCUIT COURT NARCOTICS
ENFORCEMENT TEAM AND HATTIESBURG POLICE
DEPARTMENT**

PLAINTIFF

VS

CAUSE NO: 20-1116

**2009 INFINITI SEDAN, VIN#
JNKCV61E09M012780**

DEFENDANT

MICHELLE MIDDLEBROOKS

CLAIMANT

AGREED ORDER FOR DISPOSITION OF SEIZED PROPERTY

THIS DAY THIS CAUSE came on to be heard on the Petition For Forfeiture filed herein by the State of Mississippi Ex Rel 12th Circuit Court Narcotics Enforcement Team; and the parties having reached an agreement as to the disposition of said seized property and the Court, after consideration of the matter and said agreement reached by the parties, does **HEREBY FIND and ORDER** as follows:

I.

That jurisdiction and venue are proper in this Court.

II.

That this contest of the forfeiture of property was brought before this Court under Mississippi Code Annotated § 41-29-153, et seq. (1972), as amended, contesting the seizure of the following personal property: 2009 INFINITI SEDAN, VIN# JNKCV61E09M012780, which was possessed by the Petitioner at the time of his/her arrest/seizure on or about December 2, 2020.

III.

That the Claimant is the lawful owner of said property and has agreed to waive any objection to the forfeiture of said property.

IV.

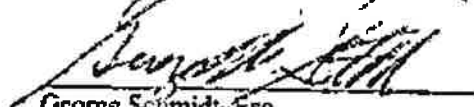
That the property seized from the Claimant should be forfeited as provided herein.

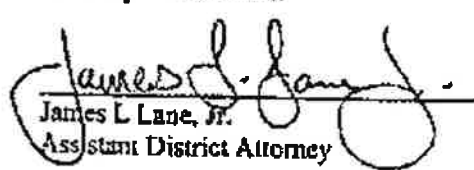
IT IS FURTHER ORDERED AND ADJUDGED that the 2009 INFINITI SEDAN, VIN# JNKCV61E09M1012780 that was seized shall be forfeited to the Hattiesburg Police Department to be distributed, used or disposed of according to law.

SO ORDERED AND ADJUDGED on this the 23 day of March, 2023.


COUNTY JUDGE


Michelle Middlebrook


George Schmidt, Esq.
Attorney for Claimant


James L. Lane, Jr.
Assistant District Attorney



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 16, 2023

Re: Acknowledge the monthly budget report for the month ending April 30, 2023.
File Number: 2023-317
Minute Book #

Summary

Recommendation Statement

Please place this on the May 16, 2023 City Council meeting for consideration.

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 General Fund							
001003 CITY COUNCIL							
400000 REGULAR WAGES	262,120	262,120	150,617.46	20,243.13	.00	111,502.54	57.5%
460000 STATE RETIREMENT	45,610	45,610	26,207.13	3,522.26	.00	19,402.87	57.5%
470000 F.I.C.A. TAXES	20,060	20,060	10,887.90	1,463.28	.00	9,172.10	54.3%
480000 HOSPITALIZATION INS.	58,800	58,800	30,235.00	3,605.00	.00	28,565.00	51.4%
491000 WORKMAN'S COMPENSATION	490	490	.00	.00	.00	490.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	1,300	1,300	488.98	.00	.00	811.02	37.6%
507000 BOOKS	400	400	.00	.00	.00	400.00	.0%
508000 COMPUTER SUPPLIES	600	600	.00	.00	.00	600.00	.0%
511500 FOOD	100	100	14.02	.00	.00	85.98	14.0%
535500 WEARING APPAREL	1,000	1,000	.00	.00	.00	1,000.00	.0%
601000 AUDITING AND ACCOUNTING	200,000	200,000	100,175.00	.00	.00	99,825.00	50.1%
604900 OTHER PROFESSIONAL SERV.	4,000	4,000	.00	.00	.00	4,000.00	.0%
606000 TELEPHONE AND TELEGRAPH	4,000	4,000	2,039.86	291.38	.00	1,960.14	51.0%
611001 TRAVEL EXP-WARD 1	3,000	3,000	484.50	.00	.00	2,515.50	16.2%
611002 TRAVEL EXP-WARD 2	3,000	3,615	3,612.39	806.78	.00	2.61	99.9%
611003 TRAVEL EXP-WARD 3	3,000	3,000	.00	.00	.00	3,000.00	.0%
611004 TRAVEL EXP-WARD 4	3,000	3,000	.00	.00	.00	3,000.00	.0%
611005 TRAVEL EXP-WARD 5	3,000	3,000	447.06	.00	.00	2,552.94	14.9%
6110CL TRAVEL EXP-CLERK	4,500	4,500	.00	.00	.00	4,500.00	.0%
6110DC TRAVEL EXP-DEPCLERK	4,500	4,500	399.25	.00	.00	4,100.75	8.9%
641000 OFFICE EQUIPMENT RENT	1,800	0	.00	.00	.00	.00	.0%
650000 EXHIBITIONS & PROMOTIONS	1,000	1,000	.00	.00	.00	1,000.00	.0%
684000 DUES AND MEMBERSHIPS	700	700	50.00	.00	.00	650.00	7.1%
684501 REG FEE/TUITION-WARD 1	1,000	1,000	475.00	.00	.00	525.00	47.5%
684502 REG FEE/TUITION-WARD 2	1,000	385	325.00	325.00	.00	60.00	84.4%
684503 REG FEE/TUITION-WARD 3	1,000	1,000	325.00	.00	.00	675.00	32.5%
684504 REG FEE/TUITION-WARD 4	1,000	1,000	325.00	.00	.00	675.00	32.5%
684505 REG FEE/TUITION-WARD 5	1,000	1,000	510.00	.00	.00	490.00	51.0%
6845CL REG FEE/TUITION-CLERK	2,000	2,000	.00	.00	.00	2,000.00	.0%
6845DC REG FEE/TUITION-DEPCLERK	2,000	2,000	540.00	.00	.00	1,460.00	27.0%
732700 DATA PROCESSING EQUIP.	6,000	9,500	3,312.78	.00	.00	6,187.22	34.9%
TOTAL CITY COUNCIL	640,980	642,680	331,471.33	30,256.83	.00	311,208.67	51.6%

001015 CITY COURT

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000 REGULAR WAGES	810,000	811,380	436,121.40	61,315.13	.00	375,258.60	53.8%
430000 OVERTIME	18,000	18,000	12,395.12	1,361.01	.00	5,604.88	68.9%
460000 STATE RETIREMENT	144,080	144,320	77,945.86	10,905.66	.00	66,374.14	54.0%
470000 F.I.C.A. TAXES	63,350	63,460	33,094.04	4,619.54	.00	30,365.96	52.1%
480000 HOSPITALIZATION INS.	168,000	168,000	84,135.00	10,805.00	.00	83,865.00	50.1%
490000 UNEMPLOYMENT BENEFITS	5,000	5,000	1,849.79	1,849.79	.00	3,150.21	37.0%
491000 WORKMAN'S COMPENSATION	3,000	3,000	.00	.00	.00	3,000.00	.0%
500300 PAPER	2,500	2,500	202.47	.00	1,496.70	800.83	68.0%
500500 PRINTED FORMS	5,000	5,000	4,496.00	.00	.00	504.00	89.9%
501000 OTHER EXPENDABLE OFF.SPL	7,000	7,000	1,280.61	76.11	2,215.69	3,503.70	49.9%
502000 MINOR OFFICE EQUIP/FURN.	3,000	3,000	2,414.96	.00	.00	585.04	80.5%
508000 COMPUTER SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
510000 CLEANING/JANITORIAL SPLY	9,000	9,000	1,452.32	.00	314.23	7,233.45	19.6%
535500 WEARING APPAREL	605	605	.00	.00	.00	605.00	.0%
546000 MINOR EQUIPMENT	500	500	.00	.00	.00	500.00	.0%
559100 OTHER OPER.MATLS-FULL R	3,075	15,075	2,740.22	.00	1,145.95	11,188.83	25.8%
5594MC OTHER OPER - VICTIM ADVOC MC	0	600	.00	.00	.00	600.00	.0%
560000 BUILDING MATERIALS & SPLY	1,500	1,500	.00	.00	.00	1,500.00	.0%
604800 OTHER PROF.-VICTIM'S ADV.GRAN	451,431	451,431	98,493.96	9,238.34	.00	352,937.04	21.8%
604900 OTHER PROFESSIONAL SERV.	80,000	80,000	57,092.69	7,618.00	8,732.31	14,175.00	82.3%
604901 TOURISM COMMISSION	72,000	72,000	18,939.78	2,415.05	144.00	52,916.22	26.5%
606000 TELEPHONE AND TELEGRAPH	12,200	12,200	3,362.54	480.82	.00	8,837.46	27.6%
611000 TRAVEL EXPENSE	7,000	7,000	.00	.00	.00	7,000.00	.0%
6112MC TRVL EXP - VICTIM'S ADV MUN C	0	4,518	.00	.00	.00	4,518.00	.0%
611800 TRVL-HHS SAMHSA GRANT	15,031	15,031	4,747.06	4,251.58	1,665.97	8,617.97	42.7%
620000 PRINTING	2,500	2,500	1,014.71	.00	.00	1,485.29	40.6%
630000 GAS	2,300	2,300	6,144.32	211.51	.00	-3,844.32	267.1%
630500 ELECTRICITY	15,000	15,000	2,120.04	.00	.00	12,879.96	14.1%
635000 BUILDING R&M	7,500	7,500	844.48	.00	.00	6,655.52	11.3%
636500 OFFICE EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
684000 DUES AND MEMBERSHIPS	1,000	1,000	.00	.00	.00	1,000.00	.0%
684500 REGISTRATION FEE/TUITION	500	500	100.00	.00	.00	400.00	20.0%
699900 SERVICES NOT SPECIFIED	2,500	2,500	1,763.99	.00	.00	736.01	70.6%
TOTAL CITY COURT	1,914,072	1,932,920	852,751.36	115,147.54	15,714.85	1,064,453.79	44.9%

001020 MAYOR/ADMIN.

400000 REGULAR WAGES	683,370	687,820	341,890.15	47,336.52	.00	345,929.85	49.7%
460000 STATE RETIREMENT	118,920	119,695	58,083.17	8,246.16	.00	61,611.83	48.5%
470000 F.I.C.A. TAXES	52,300	52,650	25,548.31	3,525.42	.00	27,101.69	48.5%
480000 HOSPITALIZATION INS.	75,600	75,600	38,780.91	5,400.00	.00	36,819.09	51.3%

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	5,500	5,500	.00	.00	.00	5,500.00	.0%
500300 PAPER	500	500	.00	.00	.00	500.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	4,000	4,000	3,067.18	110.00	.00	932.82	76.7%
502000 MINOR OFFICE EQUIP/FURN.	1,000	1,000	628.40	.00	.00	371.60	62.8%
505000 SUBSCRIPTIONS,MAGS,MAPS	750	750	.00	.00	.00	750.00	.0%
507000 BOOKS	700	700	.00	.00	.00	700.00	.0%
508000 COMPUTER SUPPLIES	1,500	1,500	.00	.00	.00	1,500.00	.0%
511500 FOOD	1,900	1,900	1,755.42	138.75	.00	144.58	92.4%
525000 GAS AND OIL	3,000	3,000	1,701.85	.00	.00	1,298.15	56.7%
535500 WEARING APPAREL	400	400	.00	.00	.00	400.00	.0%
5460PR MINOR EQUIPMENT PUB RELATIONS	7,000	7,000	2,101.14	.00	.00	4,898.86	30.0%
570000 MTR VEHICLE REP. PTS/SPL	2,000	2,000	1,163.52	.00	.00	836.48	58.2%
599500 DISASTER REPAIR SUPPLIES	300	300	.00	.00	.00	300.00	.0%
600100 PROF SERVICES - COVID 19	8,069	8,069	.00	.00	.00	8,069.00	.0%
603300 ENTERTAINMENT	0	1,000	856.00	.00	.00	144.00	85.6%
604900 OTHER PROFESSIONAL SERV.	9,200	9,200	673.67	.00	.00	8,526.33	7.3%
606000 TELEPHONE AND TELEGRAPH	5,000	5,000	1,916.46	273.34	.00	3,083.54	38.3%
611000 TRAVEL EXPENSE	30,000	29,880	8,045.11	954.62	.00	21,834.89	26.9%
612000 FREIGHT	150	150	.00	.00	.00	150.00	.0%
613000 MESSENGER/EXPRESS SERV.	300	300	.00	.00	.00	300.00	.0%
615000 ADVERTISING	58,300	55,779	32,498.41	16.04	.00	23,280.59	58.3%
6150PR ADVERTISING-PUBLIC RELATIONS	3,000	3,000	765.00	.00	.00	2,235.00	25.5%
615200 ADVERTISING-SPEC. EVENTS	4,000	4,000	1,215.10	.00	150.00	2,634.90	34.1%
615300 ADVERTISING-MAYOR'S YOUTH CON	10,000	9,000	602.00	.00	64.90	8,333.10	7.4%
615600 ADVERTISING-USM-ISP	35,000	37,521	37,521.00	.00	.00	.00	100.0%
615700 ADVERTISING-WILLIAM CAREY	7,000	7,000	6,325.00	.00	.00	675.00	90.4%
615800 ADVERTISING-MS ASSC OF COACHE	31,000	31,000	.00	.00	.00	31,000.00	.0%
620000 PRINTING	1,500	1,500	1,080.00	.00	.00	420.00	72.0%
635100 DISASTER REPAIRS	1,500	1,500	.00	.00	.00	1,500.00	.0%
638200 MINOR EQUIPMENT R&M	1,500	1,500	222.25	.00	.00	1,277.75	14.8%
638400 MOTOR VEHICLE EQ. R&M	2,250	2,250	.00	.00	.00	2,250.00	.0%
641000 OFFICE EQUIPMENT RENT	5,000	5,000	1,244.04	.00	.00	3,755.96	24.9%
684000 DUES AND MEMBERSHIPS	15,000	15,220	15,074.00	.00	.00	146.00	99.0%
684500 REGISTRATION FEE/TUITION	4,900	4,800	2,078.00	363.00	.00	2,722.00	43.3%
699900 SERVICES NOT SPECIFIED	800	800	.00	.00	.00	800.00	.0%
732000 HOUSEHOLD FURN/EQUIP.	2,000	2,000	.00	.00	.00	2,000.00	.0%
739900 OTHER EQUIPMENT	2,500	2,500	.00	.00	.00	2,500.00	.0%
740000 AUTOMOBILES	0	35,000	.00	.00	27,355.00	7,645.00	78.2%
TOTAL MAYOR/ADMIN.	1,197,709	1,238,284	584,836.09	66,363.85	27,569.90	625,878.01	49.5%

001040 MUNICIPAL CLERK

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000 REGULAR WAGES	135,260	135,260	66,025.16	8,141.00	.00	69,234.84	48.8%
430000 OVERTIME	1,000	1,000	.00	.00	.00	1,000.00	.0%
460000 STATE RETIREMENT	23,720	23,720	11,488.35	1,416.53	.00	12,231.65	48.4%
470000 F.I.C.A. TAXES	10,430	10,430	4,886.23	608.36	.00	5,543.77	46.8%
480000 HOSPITALIZATION INS.	33,600	33,600	12,817.09	1,917.09	.00	20,782.91	38.1%
490000 UNEMPLOYMENT BENEFITS	1,060	1,060	4,466.59	4,466.59	.00	-3,406.59	421.4%
491000 WORKMAN'S COMPENSATION	390	390	.00	.00	.00	390.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	2,500	2,500	24.36	.00	.00	2,475.64	1.0%
502000 MINOR OFFICE EQUIP/FURN.	1,500	1,500	4.22	.00	.00	1,495.78	.3%
508000 COMPUTER SUPPLIES	150	150	.00	.00	.00	150.00	.0%
602000 CONSULTANT SERV/SURVEYS	15,000	13,517	11,170.00	.00	.00	2,347.00	82.6%
615000 ADVERTISING	22,000	20,517	12,440.32	1,027.48	.00	8,076.68	60.6%
616000 ORDINANCE EXPENSE	3,000	3,000	.00	.00	.00	3,000.00	.0%
620000 PRINTING	1,200	1,200	.00	.00	.00	1,200.00	.0%
636500 OFFICE EQUIPMENT R&M	2,300	2,300	.00	.00	.00	2,300.00	.0%
639900 OTHER REPAIRS AND MAINT.	0	2,966	.00	.00	2,965.36	.64	100.0%
641000 OFFICE EQUIPMENT RENT	4,500	4,500	.00	.00	.00	4,500.00	.0%
684000 DUES AND MEMBERSHIPS	300	300	110.00	110.00	.00	190.00	36.7%
684500 REGISTRATION FEE/TUITION	1,500	1,500	423.35	.00	.00	1,076.65	28.2%
TOTAL MUNICIPAL CLERK	259,410	259,410	123,855.67	17,687.05	2,965.36	132,588.97	48.9%
001042 ACCOUNTING DIV.							
400000 REGULAR WAGES	252,250	252,250	109,197.09	14,562.10	.00	143,052.91	43.3%
460000 STATE RETIREMENT	43,900	43,900	19,000.24	2,533.80	.00	24,899.76	43.3%
470000 F.I.C.A. TAXES	19,300	19,300	8,255.13	1,100.23	.00	11,044.87	42.8%
480000 HOSPITALIZATION INS.	42,000	42,000	18,100.00	2,400.00	.00	23,900.00	43.1%
490000 UNEMPLOYMENT BENEFITS	3,200	3,200	.00	.00	.00	3,200.00	.0%
491000 WORKMAN'S COMPENSATION	700	700	.00	.00	.00	700.00	.0%
500300 PAPER	800	800	.00	.00	.00	800.00	.0%
500500 PRINTED FORMS	1,000	1,500	1,360.13	.00	.00	139.87	90.7%
501000 OTHER EXPENDABLE OFF.SPL	2,500	2,200	167.86	159.71	.00	2,032.14	7.6%
502000 MINOR OFFICE EQUIP/FURN.	500	500	.00	.00	.00	500.00	.0%
510000 CLEANING/JANITORIAL SPLY	500	500	.00	.00	.00	500.00	.0%
580000 MINOR COMPUTER EQUIP.	1,000	800	549.00	.00	.00	251.00	68.6%
604900 OTHER PROFESSIONAL SERV.	0	300	547.86	179.26	100.00	-347.86	216.0%
611000 TRAVEL EXPENSE	3,000	3,000	1,590.96	421.96	.00	1,409.04	53.0%
613000 MESSENGER/EXPRESS SERV.	100	100	.00	.00	.00	100.00	.0%
620000 PRINTING	500	200	.00	.00	.00	200.00	.0%
639900 OTHER REPAIRS AND MAINT.	200	200	.00	.00	.00	200.00	.0%
684500 REGISTRATION FEE/TUITION	1,100	1,100	.00	.00	.00	1,100.00	.0%

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
699900 SERVICES NOT SPECIFIED	200	200	.00	.00	.00	200.00	.0%
TOTAL ACCOUNTING DIV.	372,750	372,750	158,768.27	21,357.06	100.00	213,881.73	42.6%
001045 PURCHASING DIV.							
400000 REGULAR WAGES	95,120	95,120	54,319.39	7,396.92	.00	40,800.61	57.1%
460000 STATE RETIREMENT	16,560	16,560	9,451.55	1,287.06	.00	7,108.45	57.1%
470000 F.I.C.A. TAXES	7,280	7,280	3,851.53	522.44	.00	3,428.47	52.9%
480000 HOSPITALIZATION INS.	16,800	16,800	9,400.00	1,200.00	.00	7,400.00	56.0%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	330	330	.00	.00	.00	330.00	.0%
500300 PAPER	1,100	1,100	527.50	.00	.00	572.50	48.0%
501000 OTHER EXPENDABLE OFF.SPL	1,650	1,650	120.40	.00	193.78	1,335.82	19.0%
611000 TRAVEL EXPENSE	379	1,679	1,573.92	456.96	.00	105.08	93.7%
636500 OFFICE EQUIPMENT R&M	2,105	1,105	741.61	.00	.00	363.39	67.1%
684000 DUES AND MEMBERSHIPS	500	200	.00	.00	.00	200.00	.0%
TOTAL PURCHASING DIV.	142,824	142,824	79,985.90	10,863.38	193.78	62,644.32	56.1%
001060 CITY ATTORNEY							
400000 REGULAR WAGES	70,000	70,000	40,384.65	5,384.62	.00	29,615.35	57.7%
460000 STATE RETIREMENT	12,180	12,180	7,026.90	936.92	.00	5,153.10	57.7%
470000 F.I.C.A. TAXES	5,360	5,360	3,089.43	411.93	.00	2,270.57	57.6%
480000 HOSPITALIZATION INS.	8,400	8,400	35.00	5.00	.00	8,365.00	.4%
491000 WORKMAN'S COMPENSATION	300	300	.00	.00	.00	300.00	.0%
559000 OTHER OPERATING MATL/SPLY	100	100	.00	.00	.00	100.00	.0%
607000 POSTAGE	100	100	.00	.00	.00	100.00	.0%
611000 TRAVEL EXPENSE	500	500	.00	.00	.00	500.00	.0%
TOTAL CITY ATTORNEY	96,940	96,940	50,535.98	6,738.47	.00	46,404.02	52.1%
001080 HUMAN RESOURCES							
400000 REGULAR WAGES	186,650	186,650	106,138.25	14,593.68	.00	80,511.75	56.9%
460000 STATE RETIREMENT	32,480	32,480	16,954.88	2,358.92	.00	15,525.12	52.2%
470000 F.I.C.A. TAXES	14,280	14,280	7,506.68	1,028.88	.00	6,773.32	52.6%

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
480000 HOSPITALIZATION INS.	25,200	25,200	13,635.00	1,805.00	.00	11,565.00	54.1%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	575	575	.00	.00	.00	575.00	.0%
500300 PAPER	2,500	2,500	.00	.00	299.34	2,200.66	12.0%
500500 PRINTED FORMS	1,000	1,000	.00	.00	.00	1,000.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	1,500	1,500	1,044.43	.00	333.76	121.81	91.9%
505000 SUBSCRIPTIONS,MAGS,MAPS	300	300	.00	.00	.00	300.00	.0%
508000 COMPUTER SUPPLIES	2,500	2,500	.00	.00	.00	2,500.00	.0%
607000 POSTAGE	50	50	.00	.00	.00	50.00	.0%
611000 TRAVEL EXPENSE	500	1,500	1,437.96	1,437.96	.00	62.04	95.9%
612000 FREIGHT	100	100	.00	.00	.00	100.00	.0%
636500 OFFICE EQUIPMENT R&M	4,700	3,700	2,983.60	671.14	.00	716.40	80.6%
684000 DUES AND MEMBERSHIPS	250	250	244.00	244.00	.00	6.00	97.6%
TOTAL HUMAN RESOURCES	273,585	273,585	149,944.80	22,139.58	633.10	123,007.10	55.0%
001081 LOSS CONTROL							
400000 REGULAR WAGES	83,850	83,850	33,652.87	2,210.00	.00	50,197.13	40.1%
460000 STATE RETIREMENT	14,590	14,590	5,884.54	384.54	.00	8,705.46	40.3%
470000 F.I.C.A. TAXES	6,420	6,420	2,440.17	153.67	.00	3,979.83	38.0%
480000 HOSPITALIZATION INS.	16,800	16,800	4,382.91	482.91	.00	12,417.09	26.1%
490000 UNEMPLOYMENT BENEFITS	1,730	1,730	.00	.00	.00	1,730.00	.0%
491000 WORKMAN'S COMPENSATION	880	880	.00	.00	.00	880.00	.0%
500500 PRINTED FORMS	250	250	.00	.00	.00	250.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	750	750	.00	.00	.00	750.00	.0%
502000 MINOR OFFICE EQUIP/FURN.	300	300	.00	.00	.00	300.00	.0%
505000 SUBSCRIPTIONS,MAGS,MAPS	350	350	.00	.00	.00	350.00	.0%
512000 MEDICAL SUPPLIES	150	150	.00	.00	.00	150.00	.0%
525000 GAS AND OIL	2,000	2,000	212.75	.00	.00	1,787.25	10.6%
535500 WEARING APPAREL	300	300	.00	.00	.00	300.00	.0%
546000 MINOR EQUIPMENT	800	800	.00	.00	.00	800.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	1,000	1,000	82.02	.00	.00	917.98	8.2%
575000 COMMUNICATION REPAIR PTS	100	100	.00	.00	.00	100.00	.0%
606000 TELEPHONE AND TELEGRAPH	1,300	1,300	657.42	95.61	.00	642.58	50.6%
638400 MOTOR VEHICLE EQ. R&M	600	600	.00	.00	.00	600.00	.0%
639900 OTHER REPAIRS AND MAINT.	1,800	1,800	.00	.00	.00	1,800.00	.0%
TOTAL LOSS CONTROL	133,970	133,970	47,312.68	3,326.73	.00	86,657.32	35.3%

001090 URBAN DEVELOPMT

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000 REGULAR WAGES	398,350	398,350	192,845.35	29,938.34	.00	205,504.65	48.4%
430000 OVERTIME	1,000	1,000	.00	.00	.00	1,000.00	.0%
460000 STATE RETIREMENT	69,500	69,500	33,555.02	5,209.25	.00	35,944.98	48.3%
470000 F.I.C.A. TAXES	30,600	30,600	14,111.81	2,186.11	.00	16,488.19	46.1%
480000 HOSPITALIZATION INS.	67,200	67,200	35,205.00	4,800.00	.00	31,995.00	52.4%
490000 UNEMPLOYMENT BENEFITS	2,000	2,000	.00	.00	.00	2,000.00	.0%
491000 WORKMAN'S COMPENSATION	5,440	5,440	.00	.00	.00	5,440.00	.0%
500300 PAPER	945	945	623.31	.00	14.38	307.31	67.5%
501000 OTHER EXPENDABLE OFF.SPL	2,770	2,770	216.07	.00	268.26	2,285.67	17.5%
501100 N.I.P. SUPPLIES	11,080	11,080	5,634.05	.00	6,985.11	-1,539.16	113.9%
501700 DISABILITY AWARENESS DAY	500	500	.00	.00	.00	500.00	.0%
501800 COMMUNITY DEVELOPMENT WEEK	1,000	1,000	.00	.00	.00	1,000.00	.0%
502000 MINOR OFFICE EQUIP/FURN.	1,335	1,335	216.94	.00	.00	1,118.06	16.3%
505000 SUBSCRIPTIONS,MAGS,MAPS	360	360	355.29	.00	.00	4.71	98.7%
507000 BOOKS	135	135	.00	.00	.00	135.00	.0%
508000 COMPUTER SUPPLIES	2,000	2,000	.00	.00	.00	2,000.00	.0%
511500 FOOD	130	130	.00	.00	.00	130.00	.0%
525000 GAS AND OIL	1,500	1,500	193.91	.00	46.95	1,259.14	16.1%
535500 WEARING APPAREL	270	270	.00	.00	.00	270.00	.0%
546000 MINOR EQUIPMENT	100	100	.00	.00	.00	100.00	.0%
559000 OTHER OPERATING MATL/SPLY	300	300	.00	.00	.00	300.00	.0%
560000 BUILDING MATERIALS & SPLY	135	135	.00	.00	.00	135.00	.0%
565000 PAINT AND PAINTING SPLY.	135	135	.00	.00	.00	135.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	2,250	3,500	346.24	189.95	.00	3,153.76	9.9%
601600 TITLE OPINIONS	500	500	.00	.00	.00	500.00	.0%
602000 CONSULTANT SERV/SURVEYS	4,000	4,000	.00	.00	.00	4,000.00	.0%
602300 ABSTRACTING & RECORDING	180	180	.00	.00	.00	180.00	.0%
604900 OTHER PROFESSIONAL SERV.	102,600	102,600	32,420.23	7,029.75	5,449.00	64,730.77	36.9%
606000 TELEPHONE AND TELEGRAPH	3,200	3,200	2,514.68	664.74	.00	685.32	78.6%
607000 POSTAGE	600	600	.00	.00	.00	600.00	.0%
611000 TRAVEL EXPENSE	6,000	6,000	3,366.50	716.72	328.00	2,305.50	61.6%
613000 MESSENGER/EXPRESS SERV.	100	100	.00	.00	.00	100.00	.0%
615000 ADVERTISING	350	350	247.20	.00	.00	102.80	70.6%
620000 PRINTING	2,750	2,750	631.51	.00	.00	2,118.49	23.0%
638400 MOTOR VEHICLE EQ. R&M	2,000	2,000	.00	.00	.00	2,000.00	.0%
639900 OTHER REPAIRS AND MAINT.	200	200	.00	.00	.00	200.00	.0%
641000 OFFICE EQUIPMENT RENT	5,100	5,100	3,115.01	365.83	.00	1,984.99	61.1%
684000 DUES AND MEMBERSHIPS	2,400	2,400	948.00	.00	.00	1,452.00	39.5%
684500 REGISTRATION FEE/TUITION	4,200	4,200	1,260.30	185.00	.00	2,939.70	30.0%
TOTAL URBAN DEVELOPMT	733,215	734,465	327,806.42	51,285.69	13,091.70	393,566.88	46.4%

001091 INFO TECHNOLOGY

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000 REGULAR WAGES	202,680	202,680	110,657.10	15,269.29	.00	92,022.90	54.6%
430000 OVERTIME	13,500	13,500	7,516.00	1,000.00	.00	5,984.00	55.7%
460000 STATE RETIREMENT	37,700	37,700	20,561.99	2,830.83	.00	17,138.01	54.5%
470000 F.I.C.A. TAXES	16,550	16,550	8,712.63	1,206.01	.00	7,837.37	52.6%
480000 HOSPITALIZATION INS.	25,200	25,200	13,897.50	1,800.00	.00	11,302.50	55.1%
491000 WORKMAN'S COMPENSATION	1,000	1,000	.00	.00	.00	1,000.00	.0%
500300 PAPER	1,200	1,200	194.66	.00	.00	1,005.34	16.2%
501000 OTHER EXPENDABLE OFF.SPL	500	500	348.16	.00	.00	151.84	69.6%
508000 COMPUTER SUPPLIES	35,000	35,000	19,370.62	2,196.16	38.53	15,590.85	55.5%
525000 GAS AND OIL	500	500	246.89	.00	.00	253.11	49.4%
546000 MINOR EQUIPMENT	500	500	.00	.00	.00	500.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	200	200	.00	.00	.00	200.00	.0%
580000 MINOR COMPUTER EQUIP.	1,200	1,200	.00	.00	.00	1,200.00	.0%
603500 DATA PROCESSING	30,000	30,000	27,088.25	1,647.49	.00	2,911.75	90.3%
604900 OTHER PROFESSIONAL SERV.	392,500	390,900	324,277.17	7,522.87	.00	66,622.83	83.0%
606000 TELEPHONE AND TELEGRAPH	2,500	2,500	2,469.75	.00	.00	30.25	98.8%
606800 NETWORK	205,000	205,000	124,536.75	21,639.46	.00	80,463.25	60.7%
606900 NETWORK WIRELESS	6,000	6,000	5,520.18	4,998.30	.00	479.82	92.0%
611000 TRAVEL EXPENSE	0	1,600	1,588.92	421.96	.00	11.08	99.3%
636500 OFFICE EQUIPMENT R&M	230,000	270,000	86,057.09	5,966.08	7,894.80	176,048.11	34.8%
732500 OFFICE FURN/EQUIP.	0	300	288.89	.00	.00	11.11	96.3%
732700 DATA PROCESSING EQUIP.	40,000	39,700	28,105.85	.00	.00	11,594.15	70.8%
TOTAL INFO TECHNOLOGY	1,241,730	1,281,730	781,438.40	66,498.45	7,933.33	492,358.27	61.6%

001092 GEN.GOV'T.BLDG

510000 CLEANING/JANITORIAL SPLY	2,500	2,500	762.74	.00	.00	1,737.26	30.5%
513000 CHEMICALS	7,400	7,400	4,900.00	.00	.00	2,500.00	66.2%
544000 HORT./LANDSCAPING SPLY.	2,500	2,500	.00	.00	.00	2,500.00	.0%
546000 MINOR EQUIPMENT	2,500	2,500	406.74	.00	80.00	2,013.26	19.5%
560000 BUILDING MATERIALS & SPLY	2,000	2,000	167.44	.00	.00	1,832.56	8.4%
560500 ELECTRICAL SUPPLIES	2,000	2,000	911.15	.00	.00	1,088.85	45.6%
561000 PLUMBING SUPPLIES	500	500	173.65	.00	.00	326.35	34.7%
565000 PAINT AND PAINTING SPLY.	2,000	2,000	1,937.19	.00	.00	62.81	96.9%
600100 PROF SERVICES - COVID 19	2,000	2,000	.00	.00	.00	2,000.00	.0%
602100 BUILDING SECURITY	2,000	2,000	540.00	.00	.00	1,460.00	27.0%
604900 OTHER PROFESSIONAL SERV.	9,400	9,400	1,269.95	164.95	.00	8,130.05	13.5%
630000 GAS	15,000	15,000	12,158.29	1,915.57	.00	2,841.71	81.1%
630500 ELECTRICITY	74,000	74,000	40,146.86	1,878.36	.00	33,853.14	54.3%
635000 BUILDING R&M	50,000	50,000	13,561.61	2,873.28	.00	36,438.39	27.1%
635500 ELECTRICAL R&M	1,000	1,000	656.22	.00	.00	343.78	65.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
637000 HOUSEHOLD EQUIPMENT R&M	5,000	5,000	.00	.00	.00	5,000.00	.0%
638000 FIXED EQUIPMENT R&M	5,000	5,000	1,097.95	.00	.00	3,902.05	22.0%
639400 DISINFECT./EXTERMINATION	1,200	1,200	341.00	.00	.00	859.00	28.4%
644900 OTHER RENT	13,000	13,000	7,947.85	1,100.00	.00	5,052.15	61.1%
TOTAL GEN.GOV'T.BLDG	199,000	199,000	86,978.64	7,932.16	80.00	111,941.36	43.7%
001093 INTERMODAL FAC O&M							
510000 CLEANING/JANITORIAL SPLY	3,200	3,200	810.40	.00	.00	2,389.60	25.3%
544000 HORT./LANDSCAPING SPLY.	800	800	36.00	.00	.00	764.00	4.5%
546000 MINOR EQUIPMENT	1,500	1,500	593.56	.00	.00	906.44	39.6%
559000 OTHER OPERATING MATL/SPLY	1,000	1,000	.00	.00	.00	1,000.00	.0%
560000 BUILDING MATERIALS & SPLY	3,000	3,000	.00	.00	.00	3,000.00	.0%
560500 ELECTRICAL SUPPLIES	2,000	2,000	285.20	.00	.00	1,714.80	14.3%
561000 PLUMBING SUPPLIES	800	800	.00	.00	.00	800.00	.0%
599000 OTHER REPAIR/MAINT. SPL.	1,000	1,000	.00	.00	.00	1,000.00	.0%
630500 ELECTRICITY	37,000	37,000	16,491.01	.00	.00	20,508.99	44.6%
635000 BUILDING R&M	35,000	35,000	6,935.09	.00	.00	28,064.91	19.8%
635500 ELECTRICAL R&M	1,000	1,000	405.00	.00	.00	595.00	40.5%
635700 PLUMBING EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
639400 DISINFECT./EXTERMINATION	1,200	1,200	1,110.00	.00	.00	90.00	92.5%
639900 OTHER REPAIRS AND MAINT.	10,000	10,000	6,229.19	164.95	.00	3,770.81	62.3%
739900 OTHER EQUIPMENT	0	89,000	3,945.00	3,945.00	11,997.50	73,057.50	17.9%
TOTAL INTERMODAL FAC O&M	98,000	187,000	36,840.45	4,109.95	11,997.50	138,162.05	26.1%
001094 METRPLTN PLANG.							
400000 REGULAR WAGES	160,760	160,760	65,859.15	8,569.07	.00	94,900.85	41.0%
460000 STATE RETIREMENT	28,000	28,000	11,459.53	1,491.02	.00	16,540.47	40.9%
470000 F.I.C.A. TAXES	12,300	12,300	4,796.21	620.67	.00	7,503.79	39.0%
480000 HOSPITALIZATION INS.	33,600	33,600	17,300.00	1,800.00	.00	16,300.00	51.5%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	1,470	1,470	.00	.00	.00	1,470.00	.0%
500300 PAPER	500	500	.00	.00	62.68	437.32	12.5%
501000 OTHER EXPENDABLE OFF.SPL	2,000	2,000	.00	.00	.00	2,000.00	.0%
502000 MINOR OFFICE EQUIP/FURN.	1,500	1,500	.00	.00	.00	1,500.00	.0%
505000 SUBSCRIPTIONS,MAGS,MAPS	1,000	1,000	.00	.00	.00	1,000.00	.0%
507000 BOOKS	800	800	.00	.00	.00	800.00	.0%

EXPENDITURE REPORT

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
508000 COMPUTER SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
511500 FOOD	2,000	2,000	39.57	.00	.00	1,960.43	2.0%
525000 GAS AND OIL	950	950	33.64	.00	.00	916.36	3.5%
535500 WEARING APPAREL	400	400	371.00	.00	.00	29.00	92.8%
546000 MINOR EQUIPMENT	500	500	.00	.00	.00	500.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	2,500	2,500	.00	.00	.00	2,500.00	.0%
602000 CONSULTANT SERV/SURVEYS	225,000	225,000	.00	.00	.00	225,000.00	.0%
604900 OTHER PROFESSIONAL SERV.	4,000	4,000	260.61	37.23	.00	3,739.39	6.5%
611000 TRAVEL EXPENSE	3,000	3,000	1,988.11	295.83	518.28	493.61	83.5%
613000 MESSENGER/EXPRESS SERV.	100	100	.00	.00	.00	100.00	.0%
615000 ADVERTISING	1,000	1,000	.00	.00	.00	1,000.00	.0%
620000 PRINTING	750	750	.00	.00	.00	750.00	.0%
636500 OFFICE EQUIPMENT R&M	5,000	5,000	2,285.62	1,414.41	.00	2,714.38	45.7%
638400 MOTOR VEHICLE EQ. R&M	1,700	1,700	.00	.00	.00	1,700.00	.0%
650001 TRAIN DAY EVENT	500	500	.00	.00	.00	500.00	.0%
650004 BICYCLE COMMITTEE & SAFETY	500	500	.00	.00	.00	500.00	.0%
684000 DUES AND MEMBERSHIPS	1,700	1,700	823.00	.00	.00	877.00	48.4%
684500 REGISTRATION FEE/TUITION	1,500	1,500	785.00	785.00	.00	715.00	52.3%
699900 SERVICES NOT SPECIFIED	500	500	.00	.00	.00	500.00	.0%
732500 OFFICE FURN/EQUIP.	100	100	.00	.00	.00	100.00	.0%
TOTAL METRPLTN PLANG.	495,630	495,630	106,001.44	15,013.23	580.96	389,047.60	21.5%

001095 G/G INS.OTH SER

500300 PAPER	500	500	.00	.00	.00	500.00	.0%
559000 OTHER OPERATING MATL/SPLY	500	500	164.33	.00	.00	335.67	32.9%
602500 LEGAL	500,000	447,000	254,886.79	28,259.55	.00	192,113.21	57.0%
602700 MEDICAL	20,000	20,000	8,925.00	.00	.00	11,075.00	44.6%
602701 MEDICAL ANALYSIS-EMP CLINIC	386,000	386,000	217,837.24	612.64	2,493.68	165,669.08	57.1%
604900 OTHER PROFESSIONAL SERV.	350,000	390,000	236,352.12	-24,370.00	4,500.00	149,147.88	61.8%
606000 TELEPHONE AND TELEGRAPH	130,000	130,000	73,619.34	12,008.52	.00	56,380.66	56.6%
607000 POSTAGE	35,000	35,000	20,654.45	10,000.00	.00	14,345.55	59.0%
611000 TRAVEL EXPENSE	6,800	6,800	.00	.00	.00	6,800.00	.0%
615500 UNALLOCATED ADVERTISING	40,000	40,000	28,346.96	25,000.00	.00	11,653.04	70.9%
620000 PRINTING	3,000	3,000	.00	.00	.00	3,000.00	.0%
625000 FIRE & EXTENDED COVERAGE	710,000	710,000	.00	.00	.00	710,000.00	.0%
625500 PUBLIC LIAB/PROPERTY DAM	520,000	520,000	447,257.42	.00	.00	72,742.58	86.0%
626000 BOILER MACHINERY	11,000	11,000	.00	.00	.00	11,000.00	.0%
627000 SURETY AND FORGERY BONDS	15,000	15,000	8,490.50	.00	.00	6,509.50	56.6%
629900 OTHER INSURANCE	3,000	3,000	.00	.00	.00	3,000.00	.0%
636500 OFFICE EQUIPMENT R&M	5,000	5,000	.00	.00	.00	5,000.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
670000 SETTLEMENT OF DAMAGE CLAIMS	0	165,000	164,178.00	.00	.00	822.00	99.5%
683000 PROP.TAX COLL. FEES .05	95,000	95,000	51,393.88	9,505.68	.00	43,606.12	54.1%
683100 PROP.TAX COLL. FEES.005	130,000	130,000	116,588.81	1,198.92	.00	13,411.19	89.7%
683200 BANK SERV/TRF FEE	5,000	5,000	3,230.16	453.62	.00	1,769.84	64.6%
684500 REGISTRATION FEE/TUITION	2,000	2,000	.00	.00	.00	2,000.00	.0%
699900 SERVICES NOT SPECIFIED	22,000	75,000	75,000.00	.00	.00	.00	100.0%
TOTAL G/G INS.OTH SER	2,989,800	3,194,800	1,706,925.00	62,668.93	6,993.68	1,480,881.32	53.6%
001096 FED PROG ADMIN							
400000 REGULAR WAGES	32,760	32,760	35,136.98	4,671.65	.00	-2,376.98	107.3%
460000 STATE RETIREMENT	5,700	5,700	6,113.80	812.86	.00	-413.80	107.3%
470000 F.I.C.A. TAXES	2,510	2,510	2,503.48	331.13	.00	6.52	99.7%
480000 HOSPITALIZATION INS.	8,400	8,400	6,763.44	944.34	.00	1,636.56	80.5%
501000 OTHER EXPENDABLE OFF.SPL	900	900	.00	.00	25.00	875.00	2.8%
502000 MINOR OFFICE EQUIP/FURN.	2,000	2,000	268.18	.00	.00	1,731.82	13.4%
6032LA CONTRC SERV-LEAD ABATEMENT	246,857	246,857	.00	.00	.00	246,857.00	.0%
6032LI CONTRC SERV-LEAD INSPECTION	21,943	21,943	.00	.00	.00	21,943.00	.0%
6032LT CONTRC SERV-LEAD TESTING	11,314	11,314	.00	.00	.00	11,314.00	.0%
611000 TRAVEL EXPENSE	24,686	24,686	5,416.50	-262.54	1,819.30	17,450.20	29.3%
684500 REGISTRATION FEE/TUITION	23,439	23,439	1,690.00	.00	.00	21,749.00	7.2%
TOTAL FED PROG ADMIN	380,509	380,509	57,892.38	6,497.44	1,844.30	320,772.32	15.7%
001100 POLICE/PUB.SFTY							
400000 REGULAR WAGES	7,656,000	7,667,910	3,742,121.37	511,856.79	.00	3,925,788.63	48.8%
430000 OVERTIME	725,000	725,000	691,615.88	91,825.07	.00	33,384.12	95.4%
460000 STATE RETIREMENT	1,458,300	1,460,380	762,255.52	103,622.56	.00	698,124.48	52.2%
470000 F.I.C.A. TAXES	641,200	642,120	329,789.72	44,907.26	.00	312,330.28	51.4%
480000 HOSPITALIZATION INS.	1,419,600	1,419,600	632,798.44	73,313.85	.00	786,801.56	44.6%
490000 UNEMPLOYMENT BENEFITS	9,000	9,000	1,503.00	1,503.00	.00	7,497.00	16.7%
491000 WORKMAN'S COMPENSATION	155,980	155,980	.00	.00	.00	155,980.00	.0%
500300 PAPER	3,700	3,700	1,285.10	.00	498.90	1,916.00	48.2%
501000 OTHER EXPENDABLE OFF.SPL	11,820	11,820	7,961.98	150.19	1,670.34	2,187.68	81.5%
501200 EXPENDABLE OFF.SPL-LIFE	1,200	1,200	466.24	.00	500.00	233.76	80.5%
502000 MINOR OFFICE EQUIP/FURN.	2,700	2,700	.00	.00	847.62	1,852.38	31.4%
505000 SUBSCRIPTIONS,MAGS,MAPS	5,300	5,300	4,059.60	.00	.00	1,240.40	76.6%
507000 BOOKS	200	200	.00	.00	.00	200.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
508000 COMPUTER SUPPLIES	11,800	11,800	4,541.00	.00	4,300.00	2,959.00	74.9%
510000 CLEANING/JANITORIAL SPLY	8,500	8,500	7,693.58	1,568.12	324.00	482.42	94.3%
511100 SUPPLIES - COVID 19	3,500	3,500	.00	.00	.00	3,500.00	.0%
511200 SUPPLIES-DOJ CORONA VIR	38,417	38,417	7,567.40	4,817.00	.00	30,849.60	19.7%
511500 FOOD	500	500	.00	.00	.00	500.00	.0%
515000 FEED FOR ANIMALS	4,500	4,500	1,325.01	.00	685.35	2,489.64	44.7%
525000 GAS AND OIL	325,000	325,000	163,022.17	63.44	2,964.50	159,013.33	51.1%
525700 DIESEL FUEL	2,000	2,000	2,913.75	.00	.00	-913.75	145.7%
535000 UNIFORMS, BADGES, ETC.	45,000	42,000	28,353.35	458.00	11,087.55	2,559.10	93.9%
535500 WEARING APPAREL	49,000	49,000	29,396.00	11,918.52	3,314.78	16,289.22	66.8%
540500 CONCRETE, CEMENT, ETC.	500	500	.00	.00	.00	500.00	.0%
544000 HORT./LANDSCAPING SPLY.	1,500	1,500	.00	.00	.00	1,500.00	.0%
546000 MINOR EQUIPMENT	50,000	50,000	26,581.44	241.21	4,124.51	19,294.05	61.4%
546700 METER LOCKS	6,323	4,323	.00	.00	.00	4,323.00	.0%
559000 OTHER OPERATING MATL/SPLY	29,000	28,650	23,055.92	374.94	927.97	4,666.11	83.7%
559200 OTHER OPER.MATLS-D.A.R.E.	300	650	640.69	.00	.00	9.31	98.6%
559400 OTHER OPER-VICTIM ADVOC	1,200	1,200	139.57	.00	.00	1,060.43	11.6%
5594MC OTHER OPER - VICTIM ADVOC MC	600	0	.00	.00	.00	.00	.0%
560500 ELECTRICAL SUPPLIES	2,000	1,000	.00	.00	.00	1,000.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	170,000	176,000	138,846.87	11,433.75	25,388.22	11,764.91	93.3%
575000 COMMUNICATION REPAIR PTS	1,500	1,500	.00	.00	.00	1,500.00	.0%
599000 OTHER REPAIR/MAINT. SPL.	3,000	3,000	1,021.00	.00	.00	1,979.00	34.0%
602700 MEDICAL	10,000	10,000	3,950.00	.00	.00	6,050.00	39.5%
603000 VETERINARIAN	5,000	5,000	4,769.23	1,051.36	.00	230.77	95.4%
604900 OTHER PROFESSIONAL SERV.	110,000	110,000	74,409.86	11,377.58	19,812.81	15,777.33	85.7%
604921 NOLA EXPENSE	68,000	96,000	45,558.88	2,917.50	.00	50,441.12	47.5%
606000 TELEPHONE AND TELEGRAPH	124,500	124,500	70,356.96	10,647.34	.00	54,143.04	56.5%
606900 NETWORK WIRELESS	3,000	3,000	.00	.00	.00	3,000.00	.0%
611000 TRAVEL EXPENSE	30,000	30,000	13,170.20	3,883.90	.00	16,829.80	43.9%
611200 TRVL EXP-VICTIM'S ADV	5,691	5,691	.00	.00	.00	5,691.00	.0%
6112MC TRVL EXP - VICTIM'S ADV MUN C	4,518	0	.00	.00	.00	.00	.0%
612000 FREIGHT	3,000	3,500	2,287.37	64.40	585.00	627.63	82.1%
615000 ADVERTISING	1,500	1,500	.00	.00	.00	1,500.00	.0%
620000 PRINTING	450	450	.00	.00	.00	450.00	.0%
626500 AUTOMOBILE INSURANCE	19,700	19,700	18,251.00	18,251.00	.00	1,449.00	92.6%
627000 SURETY AND FORGERY BONDS	400	400	.00	.00	.00	400.00	.0%
630000 GAS	14,500	14,500	23,767.65	.00	.00	-9,267.65	163.9%
630500 ELECTRICITY	94,000	94,000	107,829.02	5,449.19	.00	-13,829.02	114.7%
635500 ELECTRICAL R&M	4,000	4,000	.00	.00	.00	4,000.00	.0%
636500 OFFICE EQUIPMENT R&M	30,000	30,000	2,517.31	.00	.00	27,482.69	8.4%
638000 FIXED EQUIPMENT R&M	2,500	2,500	270.82	.00	.00	2,229.18	10.8%
638400 MOTOR VEHICLE EQ. R&M	146,000	171,500	38,300.88	8,331.90	38,653.62	94,545.50	44.9%
639400 DISINFECT./EXTERMINATION	2,500	2,500	378.00	.00	.00	2,122.00	15.1%
639800 TOW IN CHARGES	8,000	8,000	5,060.00	280.00	.00	2,940.00	63.3%

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
641000 OFFICE EQUIPMENT RENT	11,500	11,500	7,238.19	6,736.63	.00	4,261.81	62.9%
641700 MOTORCYCLE RENT	260,000	386,000	27,000.00	.00	126,276.60	232,723.40	39.7%
681700 EVIDENCE BUY MONEY	10,000	10,000	.00	.00	.00	10,000.00	.0%
683600 NSF CHECKS	1,000	1,000	.00	.00	.00	1,000.00	.0%
684000 DUES AND MEMBERSHIPS	2,000	2,000	310.00	.00	.00	1,690.00	15.5%
684500 REGISTRATION FEE/TUITION	15,000	15,000	9,860.00	445.00	.00	5,140.00	65.7%
699900 SERVICES NOT SPECIFIED	18,500	18,500	.00	.00	.00	18,500.00	.0%
732300 EQUIP-BYRNE '21	26,282	26,282	.00	.00	.00	26,282.00	.0%
732400 EQUIP-BYRNE '22	0	14,095	10,095.00	.00	3,919.80	80.20	99.4%
737500 EQUIP-BYRNE '20	0	8,620	968.79	.00	.00	7,651.21	11.2%
739900 OTHER EQUIPMENT	0	635,000	52,413.87	49,257.66	42,515.97	540,070.16	14.9%
740000 AUTOMOBILES	0	328,000	78,643.72	.00	6,550.00	242,806.28	26.0%
742000 PICK UP TRUCKS	0	48,000	47,491.00	.00	.00	509.00	98.9%
TOTAL POLICE/PUB.SFTY	13,875,681	15,099,188	7,253,852.35	976,747.16	294,947.54	7,550,388.11	50.0%
001131 JOINT P&F TRNG.							
400000 REGULAR WAGES	32,760	32,760	13,200.00	2,400.00	.00	19,560.00	40.3%
430000 OVERTIME	3,800	3,800	1,020.01	.00	.00	2,779.99	26.8%
460000 STATE RETIREMENT	6,020	6,020	2,474.28	417.60	.00	3,545.72	41.1%
470000 F.I.C.A. TAXES	2,650	2,650	1,084.70	183.60	.00	1,565.30	40.9%
480000 HOSPITALIZATION INS.	8,400	8,400	600.00	.00	.00	7,800.00	7.1%
491000 WORKMAN'S COMPENSATION	0	100	.00	.00	.00	100.00	.0%
500300 PAPER	875	875	37.20	37.20	.00	837.80	4.3%
501000 OTHER EXPENDABLE OFF.SPL	5,000	5,000	628.15	145.01	912.22	3,459.63	30.8%
502000 MINOR OFFICE EQUIP/FURN.	1,875	1,875	1,374.23	1,374.23	.00	500.77	73.3%
504000 PHOTO SUPPLIES	475	475	456.50	.00	.00	18.50	96.1%
505000 SUBSCRIPTIONS,MAGS,MAPS	100	100	.00	.00	.00	100.00	.0%
507000 BOOKS	1,800	1,800	1,079.55	1,079.55	.00	720.45	60.0%
507100 BOOKS-FIRE	2,000	2,000	1,503.87	.00	.00	496.13	75.2%
508000 COMPUTER SUPPLIES	7,800	7,800	3,384.83	3,384.83	.00	4,415.17	43.4%
510000 CLEANING/JANITORIAL SPLY	2,800	2,800	1,127.95	564.96	675.50	996.55	64.4%
511000 HOUSEHOLD SUPPLIES	50	50	.00	.00	.00	50.00	.0%
511500 FOOD	1,200	1,200	916.26	567.50	95.76	187.98	84.3%
511600 FOOD-CIT TRAINING (PBMH CONTR	4,696	4,696	.00	.00	.00	4,696.00	.0%
512000 MEDICAL SUPPLIES	600	600	145.27	35.67	337.89	116.84	80.5%
525000 GAS AND OIL	200	200	22.27	.00	.00	177.73	11.1%
535500 WEARING APPAREL	3,000	3,000	96.00	96.00	288.00	2,616.00	12.8%
535600 WEARING APPAREL-FIRE	3,000	3,000	2,871.00	.00	.00	129.00	95.7%
544000 HORT./LANDSCAPING SPLY.	500	500	387.58	.00	.00	112.42	77.5%
545000 HAND TOOLS	1,500	1,385	.00	.00	.00	1,385.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5460HS MINOR EQUIP HOMELAND SECURITY	5,431	5,431	.00	.00	.00	5,431.00	.0%
5460PO MINOR EQUIPMENT-POLICE	5,120	5,235	5,233.79	.00	.00	1.21	100.0%
5460RR MINOR EQUIP REGIONAL RESPONSE	7,500	7,500	.00	.00	.00	7,500.00	.0%
5462FR MINOR EQUIPMENT-FIRE	5,000	5,000	.00	.00	2,501.00	2,499.00	50.0%
546500 SWIFT WATER RESCUE SUP	5,000	5,000	.00	.00	.00	5,000.00	.0%
546600 HAZ.MAT SUPPLIES	8,000	8,000	.00	.00	.00	8,000.00	.0%
559000 OTHER OPERATING MATL/SPLY	10,000	10,000	947.15	881.98	4,888.00	4,164.85	58.4%
559100 OTHER OPER.MATLS-FULL R	5,000	5,000	436.40	.00	510.05	4,053.55	18.9%
560000 BUILDING MATERIALS & SPLY	6,000	6,000	584.04	.00	186.25	5,229.71	12.8%
560500 ELECTRICAL SUPPLIES	800	800	.00	.00	.00	800.00	.0%
561000 PLUMBING SUPPLIES	2,000	2,000	161.80	.00	.00	1,838.20	8.1%
565000 PAINT AND PAINTING SPLY.	50	50	.00	.00	.00	50.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	1,200	1,200	.00	.00	.00	1,200.00	.0%
599000 OTHER REPAIR/MAINT. SPL.	2,500	2,500	1,980.15	.00	.00	519.85	79.2%
607000 POSTAGE	100	100	.00	.00	.00	100.00	.0%
6110FR MINOR EQUIPMENT-FIRE	7,500	7,500	368.00	.00	.00	7,132.00	4.9%
6110PO TRAVEL-POLICE	8,000	8,000	.00	.00	.00	8,000.00	.0%
612000 FREIGHT	700	1,200	506.25	220.21	150.00	543.75	54.7%
615000 ADVERTISING	5,000	4,500	.00	.00	.00	4,500.00	.0%
630000 GAS	3,700	3,700	2,932.26	292.44	.00	767.74	79.3%
630500 ELECTRICITY	16,000	16,000	7,328.86	1,142.95	.00	8,671.14	45.8%
635000 BUILDING R&M	5,000	5,000	.00	.00	.00	5,000.00	.0%
635100 DISASTER REPAIRS	45	45	.00	.00	.00	45.00	.0%
638200 MINOR EQUIPMENT R&M	1,500	1,500	89.00	.00	.00	1,411.00	5.9%
638400 MOTOR VEHICLE EQ. R&M	500	500	.00	.00	.00	500.00	.0%
639400 DISINFECT./EXTERMINATION	1,300	1,300	200.00	.00	.00	1,100.00	15.4%
639900 OTHER REPAIRS AND MAINT.	1,500	1,500	115.44	115.44	.00	1,384.56	7.7%
644900 OTHER RENT	4,000	4,000	389.48	163.66	158.55	3,451.97	13.7%
684000 DUES AND MEMBERSHIPS	650	650	.00	.00	.00	650.00	.0%
6845FR REGISTRATION-FIRE	15,000	15,000	1,155.00	360.00	150.00	13,695.00	8.7%
6845PO REGISTRATION-POLICE	15,000	15,000	3,400.00	1,100.00	.00	11,600.00	22.7%
742000 PICK UP TRUCKS	0	46,000	46,000.00	.00	.00	.00	100.0%
TOTAL JOINT P&F TRNG.	240,197	286,297	104,237.27	14,562.83	10,853.22	171,206.51	40.2%

001160 FIRE DIVISION

400000 REGULAR WAGES	6,124,750	6,124,750	3,112,807.79	438,065.98	.00	3,011,942.21	50.8%
430000 OVERTIME	590,000	590,000	372,166.23	48,014.83	.00	217,833.77	63.1%
460000 STATE RETIREMENT	1,168,400	1,168,400	605,950.21	84,469.49	.00	562,449.79	51.9%
470000 F.I.C.A. TAXES	513,700	513,700	253,963.71	35,403.30	.00	259,736.29	49.4%
480000 HOSPITALIZATION INS.	1,125,600	1,125,600	532,954.04	72,600.00	.00	592,645.96	47.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
490000 UNEMPLOYMENT BENEFITS	6,000	6,000	.00	.00	.00	6,000.00	.0%
491000 WORKMAN'S COMPENSATION	199,400	199,400	.00	.00	.00	199,400.00	.0%
500300 PAPER	500	500	.00	.00	.00	500.00	.0%
500500 PRINTED FORMS	400	400	.00	.00	.00	400.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	4,400	4,400	1,010.70	406.56	200.35	3,188.95	27.5%
502000 MINOR OFFICE EQUIP/FURN.	3,500	3,500	.00	.00	.00	3,500.00	.0%
507000 BOOKS	1,800	1,800	.00	.00	.00	1,800.00	.0%
508000 COMPUTER SUPPLIES	900	900	.00	.00	.00	900.00	.0%
510000 CLEANING/JANITORIAL SPLY	13,000	12,000	5,885.86	416.75	967.83	5,146.31	57.1%
511000 HOUSEHOLD SUPPLIES	2,500	2,500	767.80	.00	477.00	1,255.20	49.8%
511100 SUPPLIES - COVID 19	5,650	2,750	.00	.00	.00	2,750.00	.0%
511500 FOOD	400	400	.00	.00	.00	400.00	.0%
512000 MEDICAL SUPPLIES	5,000	4,500	248.62	.00	4,028.76	222.62	95.1%
525000 GAS AND OIL	30,000	30,000	14,320.05	.00	.00	15,679.95	47.7%
525500 LUBRICANTS	1,500	1,500	.00	.00	.00	1,500.00	.0%
525700 DIESEL FUEL	60,000	60,000	35,461.93	.00	.00	24,538.07	59.1%
526000 OTHER FUEL	900	900	.00	.00	1.60	898.40	.2%
535000 UNIFORMS, BADGES, ETC.	43,200	40,760	14,295.82	9,485.00	961.62	25,502.56	37.4%
535500 WEARING APPAREL	20,000	20,000	2,284.32	.00	11,374.34	6,341.34	68.3%
545000 HAND TOOLS	1,450	1,450	996.65	.00	200.66	252.69	82.6%
546000 MINOR EQUIPMENT	8,000	8,000	4,207.30	758.53	.00	3,792.70	52.6%
546200 MINOR FIRE FIGHTING EQUIP.	10,000	10,000	5,028.26	.00	3,693.32	1,278.42	87.2%
547000 FIRE HOSE	5,000	5,000	.00	.00	.00	5,000.00	.0%
553500 SFTY/FIRE P/MATL CONTRIB.	5,110	6,550	4,442.50	4,442.50	1,404.80	702.70	89.3%
559000 OTHER OPERATING MATL/SPLY	1,690	1,690	1,212.33	.00	417.80	59.87	96.5%
560000 BUILDING MATERIALS & SPLY	8,000	13,000	12,922.99	.00	33.00	44.01	99.7%
560500 ELECTRICAL SUPPLIES	2,500	2,500	2,429.83	.00	.00	70.17	97.2%
561000 PLUMBING SUPPLIES	500	500	425.10	.00	.00	74.90	85.0%
565000 PAINT AND PAINTING SPLY.	2,600	3,000	2,959.40	.00	.00	40.60	98.6%
570000 MTR VEHICLE REP. PTS/SPL	64,000	64,000	45,012.00	1,048.89	15,510.31	3,477.69	94.6%
575000 COMMUNICATION REPAIR PTS	2,200	2,200	960.00	.00	.00	1,240.00	43.6%
575600 SCBA REPAIR PTS/SPL	5,000	5,000	191.88	.00	.00	4,808.12	3.8%
599000 OTHER REPAIR/MAINT. SPL.	4,500	4,500	823.29	823.29	942.44	2,734.27	39.2%
602700 MEDICAL	15,000	15,000	230.66	230.66	2,029.45	12,739.89	15.1%
604900 OTHER PROFESSIONAL SERV.	15,400	15,400	5,860.00	4,980.00	.00	9,540.00	38.1%
606000 TELEPHONE AND TELEGRAPH	14,000	14,000	11,434.54	1,647.16	.00	2,565.46	81.7%
606900 NETWORK WIRELESS	4,400	4,400	.00	.00	.00	4,400.00	.0%
611000 TRAVEL EXPENSE	8,000	8,000	4,707.38	2,149.36	2,526.28	766.34	90.4%
612000 FREIGHT	4,300	4,300	1,404.81	107.30	420.20	2,474.99	42.4%
615000 ADVERTISING	5,000	5,000	.00	.00	.00	5,000.00	.0%
620000 PRINTING	1,500	1,500	.00	.00	.00	1,500.00	.0%
627000 SURETY AND FORGERY BONDS	125	125	.00	.00	.00	125.00	.0%
630000 GAS	25,000	25,000	20,497.29	2,086.53	.00	4,502.71	82.0%
630500 ELECTRICITY	70,000	70,000	44,195.75	3,750.93	.00	25,804.25	63.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
631500 WATER	600	600	424.19	.00	.00	175.81	70.7%
635000 BUILDING R&M	48,000	48,000	28,502.43	2,336.97	12,015.25	7,482.32	84.4%
635500 ELECTRICAL R&M	200	200	.00	.00	.00	200.00	.0%
635700 PLUMBING EQUIPMENT R&M	5,000	5,000	1,886.00	.00	.00	3,114.00	37.7%
636500 OFFICE EQUIPMENT R&M	3,000	3,000	.00	.00	.00	3,000.00	.0%
637000 HOUSEHOLD EQUIPMENT R&M	3,500	3,500	445.73	325.73	.00	3,054.27	12.7%
638000 FIXED EQUIPMENT R&M	6,025	6,025	4,984.90	388.24	.00	1,040.10	82.7%
638200 MINOR EQUIPMENT R&M	3,000	3,000	1,426.55	85.00	160.00	1,413.45	52.9%
638400 MOTOR VEHICLE EQ. R&M	50,000	50,000	40,049.69	832.00	4,985.63	4,964.68	90.1%
638700 AGRICULTURAL EQ. R&M	500	500	325.33	.00	.00	174.67	65.1%
638900 SCBA EQUIP. R&M	10,550	10,550	7,312.58	.00	.00	3,237.42	69.3%
639000 COMMUNICATION EQ. R&M	10,000	10,000	2,428.46	.00	.00	7,571.54	24.3%
639400 DISINFECT./EXTERMINATION	2,000	2,000	680.00	.00	.00	1,320.00	34.0%
639800 TOW IN CHARGES	3,000	3,000	1,600.00	.00	.00	1,400.00	53.3%
639900 OTHER REPAIRS AND MAINT.	1,000	1,000	.00	.00	.00	1,000.00	.0%
641000 OFFICE EQUIPMENT RENT	5,000	5,000	1,642.79	66.27	.00	3,357.21	32.9%
642000 MACHINERY RENT	100	100	.00	.00	77.58	22.42	77.6%
642500 CYLINDER RENT	4,000	4,000	855.66	57.55	.00	3,144.34	21.4%
643500 MOP-MAT-RAG RENT	1,000	1,000	274.90	.00	.00	725.10	27.5%
684000 DUES AND MEMBERSHIPS	1,330	1,330	253.00	253.00	350.00	727.00	45.3%
684500 REGISTRATION FEE/TUITION	2,590	2,590	2,327.50	225.00	100.00	162.50	93.7%
684700 CONTINUING EDUCATION	15,000	15,000	1,318.16	1,318.16	2,748.00	10,933.84	27.1%
685000 LAUNDRY	100	100	.00	.00	.00	100.00	.0%
699900 SERVICES NOT SPECIFIED	500	500	95.00	95.00	.00	405.00	19.0%
729500 OTHER IMPROVEMENTS	0	125,000	.00	.00	.00	125,000.00	.0%
TOTAL FIRE DIVISION	10,380,770	10,505,770	5,218,891.91	716,869.98	65,626.22	5,221,251.87	50.3%

001180 LAND DEVEL.ADM.

400000 REGULAR WAGES	473,740	475,300	225,585.94	30,403.52	.00	249,714.06	47.5%
430000 OVERTIME	0	0	48.30	30.00	.00	-48.30	100.0%
460000 STATE RETIREMENT	82,440	82,720	39,260.36	5,295.45	.00	43,459.64	47.5%
470000 F.I.C.A. TAXES	36,250	36,370	16,367.68	2,201.44	.00	20,002.32	45.0%
480000 HOSPITALIZATION INS.	109,200	109,200	51,609.09	6,600.00	.00	57,590.91	47.3%
490000 UNEMPLOYMENT BENEFITS	5,000	5,000	.00	.00	.00	5,000.00	.0%
491000 WORKMAN'S COMPENSATION	14,200	14,200	.00	.00	.00	14,200.00	.0%
500300 PAPER	1,575	1,575	968.99	.00	.00	606.01	61.5%
500500 PRINTED FORMS	270	270	.00	.00	.00	270.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	2,300	2,300	1,397.47	.00	388.69	513.84	77.7%
502000 MINOR OFFICE EQUIP/FURN.	2,000	2,000	1,917.63	499.00	.00	82.37	95.9%
505000 SUBSCRIPTIONS,MAGS,MAPS	900	900	455.40	.00	.00	444.60	50.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
507000 BOOKS	900	900	190.00	.00	.00	710.00	21.1%
508000 COMPUTER SUPPLIES	450	450	.00	.00	.00	450.00	.0%
511100 SUPPLIES - COVID 19	200	200	132.86	.00	.00	67.14	66.4%
525000 GAS AND OIL	11,500	11,500	6,355.05	.00	.00	5,144.95	55.3%
535500 WEARING APPAREL	3,000	3,000	1,905.19	164.95	.00	1,094.81	63.5%
546000 MINOR EQUIPMENT	660	660	184.94	.00	339.58	135.48	79.5%
570000 MTR VEHICLE REP. PTS/SPL	8,000	8,000	2,259.47	.00	285.75	5,454.78	31.8%
601300 DEMOLITION	80,000	105,000	35,764.80	.00	.00	69,235.20	34.1%
601400 ASBESTOS REMOVAL	3,000	2,000	.00	.00	.00	2,000.00	.0%
601600 TITLE OPINIONS	9,600	8,600	6,000.00	3,000.00	.00	2,600.00	69.8%
601800 LOT CLEARING	70,000	120,000	68,544.85	.00	.00	51,455.15	57.1%
602300 ABSTRACTING & RECORDING	4,000	4,000	2,086.00	.00	.00	1,914.00	52.2%
604900 OTHER PROFESSIONAL SERV.	9,000	9,000	5,407.95	.00	.00	3,592.05	60.1%
606000 TELEPHONE AND TELEGRAPH	10,000	10,000	6,672.08	1,004.15	.00	3,327.92	66.7%
607000 POSTAGE	600	600	.00	.00	.00	600.00	.0%
611000 TRAVEL EXPENSE	5,000	5,000	1,211.85	.00	.00	3,788.15	24.2%
615000 ADVERTISING	100	2,100	1,474.40	.00	.00	625.60	70.2%
620000 PRINTING	3,000	3,000	493.16	.00	.00	2,506.84	16.4%
636500 OFFICE EQUIPMENT R&M	450	450	.00	.00	.00	450.00	.0%
638400 MOTOR VEHICLE EQ. R&M	5,000	5,000	3,235.02	.00	46.95	1,718.03	65.6%
639800 TOW IN CHARGES	1,000	1,000	425.00	.00	.00	575.00	42.5%
644900 OTHER RENT	3,600	3,600	2,411.50	2,411.50	.00	1,188.50	67.0%
684000 DUES AND MEMBERSHIPS	3,100	3,100	1,009.21	364.27	.00	2,090.79	32.6%
684500 REGISTRATION FEE/TUITION	3,000	3,000	125.00	.00	.00	2,875.00	4.2%
732500 OFFICE FURN/EQUIP.	0	2,000	.00	.00	.00	2,000.00	.0%
732700 DATA PROCESSING EQUIP.	0	17,500	17,066.72	.00	.00	433.28	97.5%
742000 PICK UP TRUCKS	0	108,000	.00	.00	108,000.00	.00	100.0%
TOTAL LAND DEVEL.ADM.	963,035	1,167,495	500,565.91	51,974.28	109,060.97	557,868.12	52.2%
001190 P/S CONTRAC.SER							
430000 OVERTIME	175,000	175,000	95,535.53	11,510.07	.00	79,464.47	54.6%
460000 STATE RETIREMENT	30,450	30,450	16,623.17	2,002.75	.00	13,826.83	54.6%
470000 F.I.C.A. TAXES	13,390	13,390	7,029.25	843.59	.00	6,360.75	52.5%
480000 HOSPITALIZATION INS.	1,500	1,500	8,743.37	1,106.15	.00	-7,243.37	582.9%
602700 MEDICAL	40,000	40,000	21,433.76	4,281.51	.00	18,566.24	53.6%
681500 JAIL EXPENSE	725,000	725,000	609,569.07	30.00	.00	115,430.93	84.1%
686500 EMERGENCY MGMT.CONTRIB.	155,000	155,000	116,250.00	38,750.00	.00	38,750.00	75.0%
699900 SERVICES NOT SPECIFIED	29,459	175,000	.00	.00	.00	175,000.00	.0%
TOTAL P/S CONTRAC.SER	1,169,799	1,315,340	875,184.15	58,524.07	.00	440,155.85	66.5%
001191 TRAFFIC MAINT.							

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000 REGULAR WAGES	212,320	212,320	95,895.96	16,448.58	.00	116,424.04	45.2%
430000 OVERTIME	8,500	8,500	14,318.65	3,115.54	.00	-5,818.65	168.5%
460000 STATE RETIREMENT	38,430	38,430	19,215.86	3,404.15	.00	19,214.14	50.0%
470000 F.I.C.A. TAXES	16,900	16,900	8,086.47	1,443.47	.00	8,813.53	47.8%
480000 HOSPITALIZATION INS.	42,000	42,000	21,500.00	3,000.00	.00	20,500.00	51.2%
490000 UNEMPLOYMENT BENEFITS	8,300	8,300	.00	.00	.00	8,300.00	.0%
491000 WORKMAN'S COMPENSATION	12,500	12,500	.00	.00	.00	12,500.00	.0%
500300 PAPER	300	300	.00	.00	.00	300.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	1,200	2,300	919.75	.00	1,200.81	179.44	92.2%
508000 COMPUTER SUPPLIES	600	600	307.60	.00	.00	292.40	51.3%
510000 CLEANING/JANITORIAL SPLY	200	200	.00	.00	.00	200.00	.0%
511000 HOUSEHOLD SUPPLIES	1,000	1,000	381.57	.00	.00	618.43	38.2%
525000 GAS AND OIL	12,000	12,000	5,799.72	.00	.00	6,200.28	48.3%
525500 LUBRICANTS	100	100	.00	.00	.00	100.00	.0%
525700 DIESEL FUEL	2,000	2,000	1,907.88	.00	.00	92.12	95.4%
535500 WEARING APPAREL	700	800	632.00	632.00	73.11	94.89	88.1%
545000 HAND TOOLS	1,500	3,000	1,378.53	.00	1,227.78	393.69	86.9%
546000 MINOR EQUIPMENT	1,000	1,000	140.90	.00	.00	859.10	14.1%
554000 TRAFFIC CONTROL EQ. SPLY.	59,000	52,900	13,562.08	50.00	23,809.20	15,528.72	70.6%
554500 TRAFFIC SIGNS	35,000	30,600	3,325.54	.00	100.00	27,174.46	11.2%
555000 STREET MARKING SUPPLIES	6,000	6,000	211.42	121.42	150.00	5,638.58	6.0%
559000 OTHER OPERATING MATL/SPLY	1,900	1,900	745.85	254.89	968.00	186.15	90.2%
560000 BUILDING MATERIALS & SPLY	2,000	2,000	50.00	50.00	.00	1,950.00	2.5%
560500 ELECTRICAL SUPPLIES	900	900	393.20	.00	.00	506.80	43.7%
562000 STRUCTURAL STEEL & IRON	950	950	.00	.00	.00	950.00	.0%
565000 PAINT AND PAINTING SPLY.	6,000	6,000	469.80	.00	.00	5,530.20	7.8%
570000 MTR VEHICLE REP. PTS/SPL	11,000	18,800	16,006.82	1,338.48	1,832.91	960.27	94.9%
575000 COMMUNICATION REPAIR PTS	1,700	1,700	269.95	.00	.00	1,430.05	15.9%
599000 OTHER REPAIR/MAINT. SPL.	500	500	131.66	131.66	.00	368.34	26.3%
606000 TELEPHONE AND TELEGRAPH	1,500	1,500	513.02	73.38	.00	986.98	34.2%
611000 TRAVEL EXPENSE	700	1,100	425.00	.00	.00	675.00	38.6%
612000 FREIGHT	2,000	2,000	.00	.00	.00	2,000.00	.0%
630000 GAS	2,000	2,000	1,707.90	.00	.00	292.10	85.4%
630500 ELECTRICITY	16,500	16,500	7,753.37	.00	.00	8,746.63	47.0%
636500 OFFICE EQUIPMENT R&M	800	800	.00	.00	.00	800.00	.0%
637500 TRAFFIC CONTROL EQ. R&M	57,000	56,600	5,528.00	.00	2,650.00	48,422.00	14.4%
638200 MINOR EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
638400 MOTOR VEHICLE EQ. R&M	10,000	10,000	2,867.76	.00	.00	7,132.24	28.7%
639000 COMMUNICATION EQ. R&M	600	600	.00	.00	.00	600.00	.0%
639400 DISINFECT./EXTERMINATION	700	700	90.00	.00	.00	610.00	12.9%
639800 TOW IN CHARGES	600	600	.00	.00	.00	600.00	.0%
639900 OTHER REPAIRS AND MAINT.	1,500	1,500	.00	.00	.00	1,500.00	.0%
642500 CYLINDER RENT	350	350	.00	.00	.00	350.00	.0%

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
643000 UNIFORM RENT	2,000	2,000	815.40	100.00	.00	1,184.60	40.8%
643500 MOP-MAT-RAG RENT	800	800	231.00	30.80	.00	569.00	28.9%
644900 OTHER RENT	200	200	.00	.00	.00	200.00	.0%
684000 DUES AND MEMBERSHIPS	200	200	.00	.00	.00	200.00	.0%
684500 REGISTRATION FEE/TUITION	2,400	2,400	450.00	.00	.00	1,950.00	18.8%
687000 CUSTODIAL SERVICE	7,000	7,000	2,572.00	424.00	3,816.00	612.00	91.3%
699900 SERVICES NOT SPECIFIED	900	900	.00	.00	.00	900.00	.0%
736000 TRAFFIC CONTROL EQUIP.	0	7,900	.00	.00	.00	7,900.00	.0%
742000 PICK UP TRUCKS	0	64,100	.00	.00	63,907.00	193.00	99.7%
TOTAL TRAFFIC MAINT.	592,750	664,750	228,604.66	30,618.37	99,734.81	336,410.53	49.4%

001201 STREET DIV.

400000 REGULAR WAGES	666,000	666,000	340,160.30	46,482.83	.00	325,839.70	51.1%
430000 OVERTIME	15,000	15,000	5,356.15	1,041.86	.00	9,643.85	35.7%
460000 STATE RETIREMENT	118,500	118,500	60,196.84	8,278.91	.00	58,303.16	50.8%
470000 F.I.C.A. TAXES	52,100	52,100	25,760.40	3,545.49	.00	26,339.60	49.4%
480000 HOSPITALIZATION INS.	151,200	151,200	73,600.00	7,800.00	.00	77,600.00	48.7%
490000 UNEMPLOYMENT BENEFITS	9,000	9,000	.00	.00	.00	9,000.00	.0%
491000 WORKMAN'S COMPENSATION	66,000	66,000	.00	.00	.00	66,000.00	.0%
500300 PAPER	400	400	240.73	.00	.00	159.27	60.2%
501000 OTHER EXPENDABLE OFF.SPL	600	600	206.12	.00	.00	393.88	34.4%
502000 MINOR OFFICE EQUIP/FURN.	2,500	2,500	.00	.00	.00	2,500.00	.0%
510000 CLEANING/JANITORIAL SPLY	3,000	3,000	2,937.80	.00	.00	62.20	97.9%
511000 HOUSEHOLD SUPPLIES	1,000	1,000	975.30	975.30	.00	24.70	97.5%
513000 CHEMICALS	6,000	6,000	2,957.15	.00	.00	3,042.85	49.3%
525000 GAS AND OIL	35,000	35,000	13,527.93	.00	.00	21,472.07	38.7%
525500 LUBRICANTS	2,500	2,500	.00	.00	.00	2,500.00	.0%
525700 DIESEL FUEL	40,000	40,000	6,203.25	.00	.00	33,796.75	15.5%
535500 WEARING APPAREL	3,800	3,800	697.22	697.22	.00	3,102.78	18.3%
540000 ASPHALT & ASPHALT PROD.	45,000	45,000	33,143.73	1,245.77	8,797.00	3,059.27	93.2%
540500 CONCRETE, CEMENT, ETC.	20,000	20,000	5,324.50	.00	2,332.00	12,343.50	38.3%
541000 BRICK,STONE,MORTAR,ETC.	20,000	20,000	12,032.25	.00	6,741.73	1,226.02	93.9%
541500 SAND,CLAY,GRVL,FILL DIRT	9,000	9,000	.00	.00	.00	9,000.00	.0%
542000 DRAINAGE PIPE & CULVERTS	8,000	13,000	5,123.00	.00	2,000.00	5,877.00	54.8%
544000 HORT./LANDSCAPING SPLY.	1,000	1,000	.00	.00	.00	1,000.00	.0%
545000 HAND TOOLS	3,500	3,500	.00	.00	.00	3,500.00	.0%
546000 MINOR EQUIPMENT	5,500	5,500	2,078.02	2,078.02	.00	3,421.98	37.8%
555000 STREET MARKING SUPPLIES	2,500	2,500	515.40	515.40	.00	1,984.60	20.6%
559000 OTHER OPERATING MATL/SPLY	20,000	20,000	11,342.44	1,970.96	72.00	8,585.56	57.1%
560000 BUILDING MATERIALS & SPLY	4,000	4,000	2,696.04	.00	.00	1,303.96	67.4%

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
560500 ELECTRICAL SUPPLIES	1,800	1,800	73.31	.00	72.00	1,654.69	8.1%
561000 PLUMBING SUPPLIES	400	400	25.65	.00	.00	374.35	6.4%
562000 STRUCTURAL STEEL & IRON	3,000	3,000	.00	.00	.00	3,000.00	.0%
565000 PAINT AND PAINTING SPLY.	1,200	1,200	.00	.00	.00	1,200.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	85,000	80,000	41,619.55	10,610.69	3,118.35	35,262.10	55.9%
575000 COMMUNICATION REPAIR PTS	1,000	1,000	.00	.00	.00	1,000.00	.0%
575500 AGRICLTRL REPAIR PTS/SPL	15,000	15,000	3,223.82	.00	460.52	11,315.66	24.6%
604900 OTHER PROFESSIONAL SERV.	179,000	195,000	91,801.71	20,030.52	80,525.00	22,673.29	88.4%
611000 TRAVEL EXPENSE	2,000	2,000	330.00	.00	.00	1,670.00	16.5%
612000 FREIGHT	3,000	3,000	746.04	158.88	965.00	1,288.96	57.0%
636099 LONG RANGE PAVING PLAN	873,200	1,277,555	503,101.21	4,800.00	34,475.00	739,978.79	42.1%
638200 MINOR EQUIPMENT R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%
638400 MOTOR VEHICLE EQ. R&M	30,000	35,000	32,102.46	.00	1,397.23	1,500.31	95.7%
638700 AGRICULTURAL EQ. R&M	20,000	15,000	10,588.14	1,537.88	24.70	4,387.16	70.8%
639800 TOW IN CHARGES	1,500	1,500	1,475.00	.00	.00	25.00	98.3%
639900 OTHER REPAIRS AND MAINT.	8,000	8,000	2,632.00	.00	.00	5,368.00	32.9%
642000 MACHINERY RENT	5,000	5,000	.00	.00	.00	5,000.00	.0%
643000 UNIFORM RENT	15,000	15,000	10,657.19	1,473.99	.00	4,342.81	71.0%
684000 DUES AND MEMBERSHIPS	600	600	290.00	.00	.00	310.00	48.3%
684500 REGISTRATION FEE/TUITION	2,000	2,000	225.00	.00	.00	1,775.00	11.3%
699900 SERVICES NOT SPECIFIED	6,000	6,000	.00	.00	.00	6,000.00	.0%
739900 OTHER EQUIPMENT	0	70,000	.00	.00	.00	70,000.00	.0%
743000 HEAVY TRUCKS	0	175,000	.00	.00	.00	175,000.00	.0%
TOTAL STREET DIV.	2,565,300	3,230,655	1,303,965.65	113,243.72	140,980.53	1,785,708.82	44.7%
001202 STREET LIGHTS							
630500 ELECTRICITY	1,355,000	1,355,000	708,665.01	13,241.76	.00	646,334.99	52.3%
TOTAL STREET LIGHTS	1,355,000	1,355,000	708,665.01	13,241.76	.00	646,334.99	52.3%
001203 ENGR/PUBLIC SER							
400000 REGULAR WAGES	435,350	440,630	215,824.91	25,119.45	.00	224,805.09	49.0%
430000 OVERTIME	800	800	317.01	57.23	.00	482.99	39.6%
460000 STATE RETIREMENT	75,900	76,820	37,618.23	4,380.73	.00	39,201.77	49.0%
470000 F.I.C.A. TAXES	33,400	33,810	15,881.43	1,833.72	.00	17,928.57	47.0%
480000 HOSPITALIZATION INS.	67,200	67,200	27,200.00	3,600.00	.00	40,000.00	40.5%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
491000 WORKMAN'S COMPENSATION	8,370	8,370	.00	.00	.00	8,370.00	.0%
500300 PAPER	500	950	.00	.00	771.18	178.82	81.2%
501000 OTHER EXPENDABLE OFF.SPL	2,700	2,700	1,532.56	61.76	954.81	212.63	92.1%
502000 MINOR OFFICE EQUIP/FURN.	1,000	700	.00	.00	.00	700.00	.0%
505000 SUBSCRIPTIONS,MAGS,MAPS	450	300	.00	.00	256.67	43.33	85.6%
508000 COMPUTER SUPPLIES	5,000	5,000	1,527.38	.00	69.95	3,402.67	31.9%
511500 FOOD	100	100	.00	.00	.00	100.00	.0%
525000 GAS AND OIL	2,200	2,200	1,274.59	.00	.00	925.41	57.9%
535500 WEARING APPAREL	250	250	.00	.00	.00	250.00	.0%
546000 MINOR EQUIPMENT	250	250	46.00	.00	.00	204.00	18.4%
559000 OTHER OPERATING MATL/SPLY	200	200	.00	.00	.00	200.00	.0%
560000 BUILDING MATERIALS & SPLY	300	300	.00	.00	85.06	214.94	28.4%
560500 ELECTRICAL SUPPLIES	100	100	.00	.00	.00	100.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	1,000	1,000	.00	.00	.00	1,000.00	.0%
575000 COMMUNICATION REPAIR PTS	100	100	.00	.00	.00	100.00	.0%
599000 OTHER REPAIR/MAINT. SPL.	100	100	.00	.00	.00	100.00	.0%
601500 ENGINEERING	186,672	184,672	128,577.20	22,500.00	10,072.85	46,021.95	75.1%
602000 CONSULTANT SERV/SURVEYS	10,450	10,450	.00	.00	.00	10,450.00	.0%
602300 ABSTRACTING & RECORDING	500	500	28.00	.00	.00	472.00	5.6%
604900 OTHER PROFESSIONAL SERV.	86,500	85,650	73,909.36	.00	.00	11,740.64	86.3%
606000 TELEPHONE AND TELEGRAPH	3,300	3,300	1,708.10	198.37	.00	1,591.90	51.8%
607000 POSTAGE	1,250	1,250	249.98	.00	.00	1,000.02	20.0%
611000 TRAVEL EXPENSE	1,900	3,900	2,884.85	2,884.85	1,000.00	15.15	99.6%
613000 MESSENGER/EXPRESS SERV.	400	400	357.39	77.80	.00	42.61	89.3%
615000 ADVERTISING	700	700	.00	.00	.00	700.00	.0%
620000 PRINTING	300	300	.00	.00	.00	300.00	.0%
630000 GAS	1,500	1,500	1,177.26	127.36	.00	322.74	78.5%
630500 ELECTRICITY	6,000	6,000	2,677.61	.00	.00	3,322.39	44.6%
635000 BUILDING R&M	1,400	1,400	518.27	.00	381.46	500.27	64.3%
638200 MINOR EQUIPMENT R&M	1,000	800	.00	.00	.00	800.00	.0%
638400 MOTOR VEHICLE EQ. R&M	1,000	1,200	233.37	.00	886.30	80.33	93.3%
639400 DISINFECT./EXTERMINATION	750	750	110.00	.00	.00	640.00	14.7%
641000 OFFICE EQUIPMENT RENT	4,000	4,000	2,709.22	2,447.22	.00	1,290.78	67.7%
684000 DUES AND MEMBERSHIPS	400	400	.00	.00	.00	400.00	.0%
684500 REGISTRATION FEE/TUITION	2,450	2,450	1,185.00	.00	.00	1,265.00	48.4%
687000 CUSTODIAL SERVICE	5,940	6,790	2,972.00	424.00	3,816.00	2.00	100.0%
699900 SERVICES NOT SPECIFIED	50,000	50,000	.00	.00	.00	50,000.00	.0%
TOTAL ENGR/PUBLIC SER	1,002,682	1,009,292	520,519.72	63,712.49	18,294.28	470,478.00	53.4%

001204 SHOP DIVISION

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000 REGULAR WAGES	313,840	313,840	141,771.02	19,395.44	.00	172,068.98	45.2%
430000 OVERTIME	12,000	12,000	3,923.77	64.51	.00	8,076.23	32.7%
460000 STATE RETIREMENT	56,700	56,700	25,423.18	3,395.66	.00	31,276.82	44.8%
470000 F.I.C.A. TAXES	24,950	24,950	10,606.96	1,411.42	.00	14,343.04	42.5%
480000 HOSPITALIZATION INS.	67,200	67,200	35,200.00	3,600.00	.00	32,000.00	52.4%
490000 UNEMPLOYMENT BENEFITS	3,000	3,000	.00	.00	.00	3,000.00	.0%
491000 WORKMAN'S COMPENSATION	9,500	9,500	.00	.00	.00	9,500.00	.0%
502000 MINOR OFFICE EQUIP/FURN.	800	800	.00	.00	.00	800.00	.0%
512000 MEDICAL SUPPLIES	350	350	275.88	275.88	.00	74.12	78.8%
513000 CHEMICALS	5,000	5,000	.00	.00	.00	5,000.00	.0%
525000 GAS AND OIL	2,000	2,000	309.92	.00	.00	1,690.08	15.5%
525500 LUBRICANTS	4,500	4,500	1,950.00	.00	.00	2,550.00	43.3%
525700 DIESEL FUEL	2,000	2,000	354.26	.00	.00	1,645.74	17.7%
545000 HAND TOOLS	1,000	1,000	.00	.00	.00	1,000.00	.0%
546000 MINOR EQUIPMENT	1,500	1,500	.00	.00	.00	1,500.00	.0%
559000 OTHER OPERATING MATL/SPLY	4,300	4,300	2,265.84	.00	95.88	1,938.28	54.9%
560000 BUILDING MATERIALS & SPLY	700	700	26.08	.00	.00	673.92	3.7%
560500 ELECTRICAL SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
561000 PLUMBING SUPPLIES	300	300	.00	.00	.00	300.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	3,500	3,500	2,232.65	207.14	181.09	1,086.26	69.0%
575000 COMMUNICATION REPAIR PTS	500	500	.00	.00	.00	500.00	.0%
577000 EXPENDABLE WELDING SPLY.	1,500	1,500	.00	.00	.00	1,500.00	.0%
599000 OTHER REPAIR/MAINT. SPL.	1,000	1,000	.00	.00	.00	1,000.00	.0%
612000 FREIGHT	100	100	.00	.00	.00	100.00	.0%
630000 GAS	12,000	12,000	9,548.29	1,005.09	.00	2,451.71	79.6%
630500 ELECTRICITY	30,000	30,000	15,439.44	2,107.88	.00	14,560.56	51.5%
635500 ELECTRICAL R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
638000 FIXED EQUIPMENT R&M	2,500	1,500	635.76	635.76	.00	864.24	42.4%
638200 MINOR EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
638400 MOTOR VEHICLE EQ. R&M	500	1,500	1,059.80	29.95	.00	440.20	70.7%
639400 DISINFECT./EXTERMINATION	0	0	775.58	.00	.00	-775.58	100.0%
642500 CYLINDER RENT	5,000	5,000	2,614.54	471.05	.00	2,385.46	52.3%
643000 UNIFORM RENT	5,000	5,000	2,050.44	185.67	.00	2,949.56	41.0%
TOTAL SHOP DIVISION	573,740	573,740	256,463.41	32,785.45	276.97	316,999.62	44.7%

001205 G O & F S DIV.

501000 OTHER EXPENDABLE OFF.SPL	800	800	.00	.00	.00	800.00	.0%
502000 MINOR OFFICE EQUIP/FURN.	600	600	206.04	206.04	.00	393.96	34.3%
507000 BOOKS	220	220	.00	.00	.00	220.00	.0%
510000 CLEANING/JANITORIAL SPLY	600	600	.00	.00	.00	600.00	.0%

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
511000 HOUSEHOLD SUPPLIES	500	500	.00	.00	.00	500.00	.0%
512000 MEDICAL SUPPLIES	300	300	.00	.00	.00	300.00	.0%
525700 DIESEL FUEL	1,000	1,000	.00	.00	.00	1,000.00	.0%
559000 OTHER OPERATING MATL/SPLY	500	500	.00	.00	.00	500.00	.0%
560000 BUILDING MATERIALS & SPLY	500	500	.00	.00	.00	500.00	.0%
561000 PLUMBING SUPPLIES	100	100	.00	.00	.00	100.00	.0%
604900 OTHER PROFESSIONAL SERV.	8,000	8,000	4,254.60	956.95	.00	3,745.40	53.2%
606000 TELEPHONE AND TELEGRAPH	8,500	8,500	8,076.65	.00	.00	423.35	95.0%
630500 ELECTRICITY	500	500	448.98	.00	.00	51.02	89.8%
639400 DISINFECT./EXTERMINATION	1,500	1,500	235.00	.00	.00	1,265.00	15.7%
TOTAL G O & F S DIV.	23,620	23,620	13,221.27	1,162.99	.00	10,398.73	56.0%
001206 DRAINAGE DIV.							
525000 GAS AND OIL	5,000	5,000	3,525.09	.00	.00	1,474.91	70.5%
525700 DIESEL FUEL	500	500	253.64	.00	.00	246.36	50.7%
542000 DRAINAGE PIPE & CULVERTS	3,000	3,000	.00	.00	.00	3,000.00	.0%
604900 OTHER PROFESSIONAL SERV.	15,000	15,000	.00	.00	.00	15,000.00	.0%
606000 TELEPHONE AND TELEGRAPH	18,000	18,000	6,983.55	2,150.33	.00	11,016.45	38.8%
636000 STREETS & STRUCTURES R&M	60,000	60,000	8,409.00	8,409.00	.00	51,591.00	14.0%
721501 FACILITIES IMPROVEMENT	150,000	150,000	6,478.05	.00	.00	143,521.95	4.3%
721503 INNSWOOD DRAINAGE	120,000	120,000	.00	.00	.00	120,000.00	.0%
729500 OTHER IMPROVEMENTS	400,000	400,000	241,913.33	19,463.37	10,000.00	148,086.67	63.0%
TOTAL DRAINAGE DIV.	771,500	771,500	267,562.66	30,022.70	10,000.00	493,937.34	36.0%
001207 CONSTRUCTION							
400000 REGULAR WAGES	420,200	420,200	188,066.04	26,800.29	.00	232,133.96	44.8%
430000 OVERTIME	12,000	12,000	5,540.73	1,773.30	.00	6,459.27	46.2%
460000 STATE RETIREMENT	75,200	75,200	33,687.56	4,971.80	.00	41,512.44	44.8%
470000 F.I.C.A. TAXES	33,070	33,070	13,906.44	2,064.49	.00	19,163.56	42.1%
480000 HOSPITALIZATION INS.	92,400	92,400	46,600.00	5,400.00	.00	45,800.00	50.4%
490000 UNEMPLOYMENT BENEFITS	4,000	4,000	.00	.00	.00	4,000.00	.0%
491000 WORKMAN'S COMPENSATION	42,000	42,000	.00	.00	.00	42,000.00	.0%
502000 MINOR OFFICE EQUIP/FURN.	1,000	1,000	.00	.00	.00	1,000.00	.0%
525000 GAS AND OIL	25,000	25,000	10,447.99	.00	.00	14,552.01	41.8%
525500 LUBRICANTS	400	400	.00	.00	.00	400.00	.0%
525700 DIESEL FUEL	1,300	1,300	724.18	.00	.00	575.82	55.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
535500 WEARING APPAREL	1,500	1,500	356.75	.00	.00	1,143.25	23.8%
545000 HAND TOOLS	1,500	1,500	.00	.00	.00	1,500.00	.0%
546000 MINOR EQUIPMENT	4,000	4,000	.00	.00	.00	4,000.00	.0%
559000 OTHER OPERATING MATL/SPLY	7,000	7,000	4,265.31	900.19	521.47	2,213.22	68.4%
560000 BUILDING MATERIALS & SPLY	6,000	6,000	1,230.52	215.87	199.90	4,569.58	23.8%
560500 ELECTRICAL SUPPLIES	35,000	35,000	12,560.68	1,174.51	1,882.42	20,556.90	41.3%
561000 PLUMBING SUPPLIES	2,000	2,000	734.46	357.42	.00	1,265.54	36.7%
562000 STRUCTURAL STEEL & IRON	750	750	.00	.00	.00	750.00	.0%
565000 PAINT AND PAINTING SPLY.	4,000	4,000	1,253.89	.00	.00	2,746.11	31.3%
570000 MTR VEHICLE REP. PTS/SPL	8,000	8,000	6,307.36	118.99	199.95	1,492.69	81.3%
575000 COMMUNICATION REPAIR PTS	2,000	2,000	.00	.00	.00	2,000.00	.0%
575500 AGRICLTRL REPAIR PTS/SPL	500	500	.00	.00	.00	500.00	.0%
599000 OTHER REPAIR/MAINT. SPL.	14,000	14,000	10,806.02	10,286.02	.00	3,193.98	77.2%
599102 REPR/MAINT SPL-DOWNTOWN	8,000	8,000	.00	.00	.00	8,000.00	.0%
604900 OTHER PROFESSIONAL SERV.	1,000	2,000	1,246.83	46.99	.00	753.17	62.3%
606000 TELEPHONE AND TELEGRAPH	1,600	1,600	886.04	126.76	.00	713.96	55.4%
612000 FREIGHT	500	500	77.25	50.66	.00	422.75	15.5%
630500 ELECTRICITY	5,200	5,200	.00	.00	.00	5,200.00	.0%
638300 GENERATOR R&M	70,000	70,000	30,433.28	.00	.00	39,566.72	43.5%
638400 MOTOR VEHICLE EQ. R&M	10,000	12,000	4,682.85	4,072.59	3,567.36	3,749.79	68.8%
639000 COMMUNICATION EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
639100 DOWNTOWN LIGHTS R&M	50,000	48,000	15,054.30	.00	.00	32,945.70	31.4%
639400 DISINFECT./EXTERMINATION	500	500	.00	.00	.00	500.00	.0%
639800 TOW IN CHARGES	300	300	65.00	.00	.00	235.00	21.7%
639900 OTHER REPAIRS AND MAINT.	3,000	2,000	.00	.00	.00	2,000.00	.0%
642500 CYLINDER RENT	3,000	3,000	1,296.46	232.81	.00	1,703.54	43.2%
643000 UNIFORM RENT	3,500	3,500	1,677.83	156.75	.00	1,822.17	47.9%
644900 OTHER RENT	200	200	.00	.00	.00	200.00	.0%
TOTAL CONSTRUCTION	950,620	950,620	391,907.77	58,749.44	6,371.10	552,341.13	41.9%

001220 SANITATION DIV.

400000 REGULAR WAGES	1,160,100	1,160,100	532,524.67	66,725.95	.00	627,575.33	45.9%
430000 OVERTIME	42,000	42,000	16,170.27	1,806.55	.00	25,829.73	38.5%
460000 STATE RETIREMENT	209,200	209,200	95,472.89	11,924.65	.00	113,727.11	45.6%
470000 F.I.C.A. TAXES	91,970	91,970	40,931.15	5,107.48	.00	51,038.85	44.5%
480000 HOSPITALIZATION INS.	285,600	285,600	123,222.50	13,200.00	.00	162,377.50	43.1%
490000 UNEMPLOYMENT BENEFITS	4,000	4,000	.00	.00	.00	4,000.00	.0%
491000 WORKMAN'S COMPENSATION	82,850	82,850	.00	.00	.00	82,850.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	2,500	2,500	1,340.22	98.23	604.55	555.23	77.8%
502000 MINOR OFFICE EQUIP/FURN.	2,500	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
510000 CLEANING/JANITORIAL SPLY	1,700	1,700	1,318.72	.00	106.88	274.40	83.9%
511000 HOUSEHOLD SUPPLIES	1,400	1,400	39.75	.00	594.20	766.05	45.3%
513000 CHEMICALS	15,000	15,000	8,472.07	.00	4,100.00	2,427.93	83.8%
525000 GAS AND OIL	12,000	12,000	6,691.01	.00	.00	5,308.99	55.8%
525700 DIESEL FUEL	150,000	150,000	130,362.15	.00	.00	19,637.85	86.9%
535500 WEARING APPAREL	1,000	1,000	580.00	.00	.00	420.00	58.0%
545000 HAND TOOLS	1,000	400	304.05	.00	.00	95.95	76.0%
546000 MINOR EQUIPMENT	8,000	4,000	2,877.23	.00	.00	1,122.77	71.9%
559000 OTHER OPERATING MATL/SPLY	50,000	42,000	39,290.59	.00	.00	2,709.41	93.5%
559001 OTHER OPERATING SPLY-RECYCLIN	14,000	14,000	3,734.50	.00	.00	10,265.50	26.7%
559100 OTHER OPER.MATLS-FULL R	8,500	8,500	2,027.82	817.00	.00	6,472.18	23.9%
560000 BUILDING MATERIALS & SPLY	1,000	1,000	871.84	249.99	.00	128.16	87.2%
560500 ELECTRICAL SUPPLIES	1,000	1,000	38.48	38.48	.00	961.52	3.8%
570000 MTR VEHICLE REP. PTS/SPL	120,000	135,100	118,644.30	19,160.64	14,914.05	1,541.65	98.9%
575000 COMMUNICATION REPAIR PTS	500	500	90.00	.00	.00	410.00	18.0%
604900 OTHER PROFESSIONAL SERV.	8,000	13,500	2,799.71	127.06	581.22	10,119.07	25.0%
611000 TRAVEL EXPENSE	2,000	2,000	202.53	.00	.00	1,797.47	10.1%
612000 FREIGHT	3,700	3,700	1,485.75	103.49	234.00	1,980.25	46.5%
615001 ADVERTISING-RECYCLING	4,000	4,000	.00	.00	410.65	3,589.35	10.3%
630500 ELECTRICITY	7,000	7,000	3,290.19	394.12	.00	3,709.81	47.0%
638000 FIXED EQUIPMENT R&M	1,000	0	.00	.00	.00	.00	.0%
638200 MINOR EQUIPMENT R&M	3,200	2,700	2,618.89	73.39	.00	81.11	97.0%
638400 MOTOR VEHICLE EQ. R&M	150,000	213,200	159,072.77	12,202.57	35,855.80	18,271.43	91.4%
639400 DISINFECT./EXTERMINATION	50	50	3,178.00	3,130.00	.00	-3,128.00	6356.0%
639800 TOW IN CHARGES	5,000	8,000	7,900.00	375.00	.00	100.00	98.8%
639900 OTHER REPAIRS AND MAINT.	2,500	800	721.54	.00	.00	78.46	90.2%
643000 UNIFORM RENT	15,000	15,000	9,340.74	403.70	.00	5,659.26	62.3%
643500 MOP-MAT-RAG RENT	1,500	1,500	1,087.10	74.60	.00	412.90	72.5%
688000 TIPPING FEES	1,000,000	920,000	454,462.53	2,389.56	.00	465,537.47	49.4%
688500 TIPPING/DISPOSAL OTHER	60,000	40,000	4,264.70	.00	9,754.56	25,980.74	35.0%
688600 HAZARDOUS WASTE GRANT EXPENSE	125,000	125,000	.00	.00	.00	125,000.00	.0%
689000 RECYCLING FEES	180,000	220,000	140,999.08	.00	15,182.14	63,818.78	71.0%
699900 SERVICES NOT SPECIFIED	1,000	1,000	199.67	.00	.00	800.33	20.0%
746000 SANITATION TRUCKS	0	1,345,000	.00	.00	.00	1,345,000.00	.0%
TOTAL SANITATION DIV.	3,834,770	5,188,270	1,916,627.41	138,402.46	82,338.05	3,189,304.54	38.5%
001250 HEALTH DIVISION							
400000 REGULAR WAGES	926,920	926,920	373,885.88	52,394.72	.00	553,034.12	40.3%
430000 OVERTIME	28,000	28,000	11,853.41	1,707.42	.00	16,146.59	42.3%
460000 STATE RETIREMENT	166,160	166,160	67,263.71	9,413.77	.00	98,896.29	40.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
470000 F.I.C.A. TAXES	73,060	73,060	28,764.46	4,015.41	.00	44,295.54	39.4%
480000 HOSPITALIZATION INS.	252,000	252,000	106,400.00	10,800.00	.00	145,600.00	42.2%
490000 UNEMPLOYMENT BENEFITS	6,000	6,000	833.63	.00	.00	5,166.37	13.9%
491000 WORKMAN'S COMPENSATION	24,020	24,020	.00	.00	.00	24,020.00	.0%
513000 CHEMICALS	40,000	40,000	15,388.43	5,607.15	9,362.50	15,249.07	61.9%
525000 GAS AND OIL	32,000	32,000	24,065.13	.00	.00	7,934.87	75.2%
525700 DIESEL FUEL	12,000	12,000	1,457.88	.00	.00	10,542.12	12.1%
535500 WEARING APPAREL	500	500	.00	.00	.00	500.00	.0%
545000 HAND TOOLS	500	500	.00	.00	.00	500.00	.0%
546000 MINOR EQUIPMENT	1,000	1,000	.00	.00	.00	1,000.00	.0%
559000 OTHER OPERATING MATL/SPLY	1,000	1,000	.00	.00	.00	1,000.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	9,000	9,000	5,351.12	1,216.44	2,131.01	1,517.87	83.1%
575500 AGRICLTRL REPAIR PTS/SPL	38,000	38,000	20,180.48	4,328.81	7,215.77	10,603.75	72.1%
612000 FREIGHT	200	200	38.33	.00	.00	161.67	19.2%
638200 MINOR EQUIPMENT R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
638400 MOTOR VEHICLE EQ. R&M	1,500	1,500	1,110.00	.00	.00	390.00	74.0%
638700 AGRICULTURAL EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
639000 COMMUNICATION EQ. R&M	500	500	.00	.00	.00	500.00	.0%
639800 TOW IN CHARGES	200	200	.00	.00	.00	200.00	.0%
684500 REGISTRATION FEE/TUITION	1,000	1,000	.00	.00	.00	1,000.00	.0%
733500 AGRICULTURAL EQUIPMENT	0	60,000	.00	.00	57,664.00	2,336.00	96.1%
TOTAL HEALTH DIVISION	1,615,560	1,675,560	656,592.46	89,483.72	76,373.28	942,594.26	43.7%

001260 ANIMAL CONTROL

400000 REGULAR WAGES	89,470	89,470	44,896.48	4,853.26	.00	44,573.52	50.2%
430000 OVERTIME	2,500	2,500	7,476.56	686.78	.00	-4,976.56	299.1%
460000 STATE RETIREMENT	16,010	16,010	9,112.91	963.97	.00	6,897.09	56.9%
470000 F.I.C.A. TAXES	7,040	7,040	3,746.35	389.26	.00	3,293.65	53.2%
480000 HOSPITALIZATION INS.	25,200	25,200	11,919.15	1,200.00	.00	13,280.85	47.3%
490000 UNEMPLOYMENT BENEFITS	2,000	2,000	.00	.00	.00	2,000.00	.0%
491000 WORKMAN'S COMPENSATION	1,300	1,300	.00	.00	.00	1,300.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	500	500	168.50	.00	296.62	34.88	93.0%
502000 MINOR OFFICE EQUIP/FURN.	150	150	.00	.00	.00	150.00	.0%
505000 SUBSCRIPTIONS,MAGS,MAPS	150	150	.00	.00	.00	150.00	.0%
525000 GAS AND OIL	6,000	6,000	4,626.28	.00	.00	1,373.72	77.1%
535500 WEARING APPAREL	1,500	1,500	953.90	819.90	.00	546.10	63.6%
545000 HAND TOOLS	100	100	.00	.00	.00	100.00	.0%
546000 MINOR EQUIPMENT	1,000	1,600	1,205.93	.00	.00	394.07	75.4%
570000 MTR VEHICLE REP. PTS/SPL	1,500	900	.00	.00	.00	900.00	.0%
603000 VETERINARIAN	1,000	1,000	383.52	383.52	.00	616.48	38.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
606000 TELEPHONE AND TELEGRAPH	250	250	.00	.00	.00	250.00	.0%
611000 TRAVEL EXPENSE	950	950	.00	.00	.00	950.00	.0%
620000 PRINTING	200	200	.00	.00	.00	200.00	.0%
638400 MOTOR VEHICLE EQ. R&M	1,400	1,400	.00	.00	242.99	1,157.01	17.4%
639800 TOW IN CHARGES	100	100	.00	.00	.00	100.00	.0%
684000 DUES AND MEMBERSHIPS	150	150	.00	.00	.00	150.00	.0%
684500 REGISTRATION FEE/TUITION	1,500	1,500	937.05	.00	.00	562.95	62.5%
699900 SERVICES NOT SPECIFIED	180,000	180,000	148,362.10	33,333.34	.00	31,637.90	82.4%
TOTAL ANIMAL CONTROL	339,970	339,970	233,788.73	42,630.03	539.61	105,641.66	68.9%
001280 HUMAN/SOC.ASST							
682007 DOMESTIC ABUSE FAMILY SHLTR	3,500	3,500	.00	.00	.00	3,500.00	.0%
682022 RAILS TO TRAILS	120,000	120,000	119,000.00	.00	.00	1,000.00	99.2%
682023 CTR FOR CHLD ABUSE PR	5,000	5,000	.00	.00	.00	5,000.00	.0%
682037 H'BURG DOWNTOWN ASSN	50,000	50,000	.00	.00	.00	50,000.00	.0%
682038 USM CONTRIBUTIONS - VARIOUS	60,000	60,000	60,000.00	.00	.00	.00	100.0%
682041 HBURG PUB SCH/PASSTHR	52,400	102,400	102,400.00	102,400.00	.00	.00	100.0%
682047 R3SM	25,000	25,000	.00	.00	.00	25,000.00	.0%
682099 UNALLOCATED CONTRIBUTIONS	50,000	100,000	.00	.00	.00	100,000.00	.0%
TOTAL HUMAN/SOC.ASST	365,900	465,900	281,400.00	102,400.00	.00	184,500.00	60.4%
001402 ECONOMIC DEV.							
604900 OTHER PROFESSIONAL SERV.	0	3,451,400	880,295.86	384,496.93	147,606.00	2,423,498.14	29.8%
682001 FCIPC/AREA DEV. PRTRSHIP	0	245,000	183,750.00	61,250.00	.00	61,250.00	75.0%
682037 H'BURG DOWNTOWN ASSN	0	154,000	154,000.00	.00	.00	.00	100.0%
715007 PUBLIC SAFETY COMPLEX	0	46,360	.00	.00	.00	46,360.00	.0%
7150LP LIGHTING PROTECTION SYSTEM	9,998	9,998	.00	.00	.00	9,998.00	.0%
7150MC MECHANICAL SYSTEM CONTROLS	0	18,400	.00	.00	.00	18,400.00	.0%
7150SS SMOKE EVACUATION SYSTEM	5,750	5,750	.00	.00	.00	5,750.00	.0%
729543 RIVER DISTRICT	50,000	50,000	.00	.00	.00	50,000.00	.0%
729551 HWY11 VETERANS BLVD LIGHTING	0	19,465	17,464.64	.00	2,000.00	.00	100.0%
790100 MISCELANEOUS CAP PROJECTS	0	3,379,535	249,469.83	20,040.83	.00	3,130,065.53	7.4%
TOTAL ECONOMIC DEV.	65,748	7,379,908	1,484,980.33	465,787.76	149,606.00	5,745,321.67	22.1%
001460 CAPITAL LEASES							

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
822306 MDB-CHURCH PROJ	22,000	22,000	12,578.51	1,796.93	.00	9,421.49	57.2%
833306 MDB-CHURCH PROJ	3,000	3,000	2,436.67	325.47	.00	563.33	81.2%
840100 LEASE ISSUES	3,000	3,000	3,000.00	.00	.00	.00	100.0%
851500 BUILDING LEASE	99,000	99,000	.00	.00	.00	99,000.00	.0%
851600 PUBLIC SAFETY COMPLEX	220,000	220,000	220,000.00	.00	.00	.00	100.0%
851900 ENERGY PERFORMANCE IMPR	440,685	440,685	218,932.76	.00	.00	221,752.24	49.7%
861500 BUILDING LEASE	4,636	4,636	.00	.00	.00	4,636.00	.0%
861600 PUBLIC SAFETY COMPLEX	185,450	185,450	184,370.52	89,995.52	.00	1,079.48	99.4%
861900 ENERGY PERFORMANCE IMPR	144,622	144,622	73,720.24	.00	.00	70,901.76	51.0%
TOTAL CAPITAL LEASES	1,122,393	1,122,393	715,038.70	92,117.92	.00	407,354.30	63.7%
001500 TRANSFERS							
900002 T/T PARKS & RECREATION	2,317,341	2,317,341	2,317,341.00	1,817,341.00	.00	.00	100.0%
900039 T/T AIRPORT IMPROVEMENT	250,000	250,000	250,000.00	.00	.00	.00	100.0%
900052 T/T 2019 TIF B&I-ELAM ARMS MT	66,407	66,407	66,407.00	.00	.00	.00	100.0%
900073 T/T MASS TRANSIT OPER.	400,000	400,000	400,000.00	400,000.00	.00	.00	100.0%
900077 T/T COMMUNITY CENTERS	850,000	850,000	850,000.00	350,000.00	.00	.00	100.0%
900082 T/T COMMUNITY DEVELOPMENT	36,000	36,000	36,000.00	.00	.00	.00	100.0%
TOTAL TRANSFERS	3,919,748	3,919,748	3,919,748.00	2,567,341.00	.00	.00	100.0%
001551 AIRPORT DIV.							
525000 GAS AND OIL	5,500	5,500	862.21	.00	.00	4,637.79	15.7%
525700 DIESEL FUEL	800	800	528.27	.00	.00	271.73	66.0%
559000 OTHER OPERATING MATL/SPLY	2,400	2,400	55.06	.00	.00	2,344.94	2.3%
560000 BUILDING MATERIALS & SPLY	2,250	2,250	.00	.00	.00	2,250.00	.0%
560500 ELECTRICAL SUPPLIES	4,000	4,000	.00	.00	1,199.52	2,800.48	30.0%
561000 PLUMBING SUPPLIES	700	700	.00	.00	.00	700.00	.0%
565000 PAINT AND PAINTING SPLY.	1,000	1,000	.00	.00	.00	1,000.00	.0%
575500 AGRICLTRL REPAIR PTS/SPL	1,000	1,000	.00	.00	.00	1,000.00	.0%
604900 OTHER PROFESSIONAL SERV.	9,500	9,500	2,471.00	.00	.00	7,029.00	26.0%
630000 GAS	2,500	2,500	279.73	44.66	.00	2,220.27	11.2%
630500 ELECTRICITY	17,000	17,000	9,581.85	1,346.43	.00	7,418.15	56.4%
635000 BUILDING R&M	5,500	5,500	.00	.00	.00	5,500.00	.0%
638000 FIXED EQUIPMENT R&M	2,000	2,000	.00	.00	.00	2,000.00	.0%
638700 AGRICULTURAL EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
639400 DISINFECT./EXTERMINATION	800	800	435.00	300.00	.00	365.00	54.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
639900 OTHER REPAIRS AND MAINT.	1,500	1,500	.00	.00	.00	1,500.00	.0%
644900 OTHER RENT	750	750	.00	.00	.00	750.00	.0%
TOTAL AIRPORT DIV.	58,200	58,200	14,213.12	1,691.09	1,199.52	42,787.36	26.5%
001553 CEMETERY DIV							
400000 REGULAR WAGES	556,950	556,950	216,923.32	25,488.80	.00	340,026.68	38.9%
430000 OVERTIME	31,000	31,000	24,004.47	4,895.54	.00	6,995.53	77.4%
460000 STATE RETIREMENT	102,350	102,350	41,950.31	5,286.86	.00	60,399.69	41.0%
470000 F.I.C.A. TAXES	45,000	45,000	18,071.14	2,271.15	.00	26,928.86	40.2%
480000 HOSPITALIZATION INS.	134,400	134,400	44,500.00	4,800.00	.00	89,900.00	33.1%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	18,400	18,400	.00	.00	.00	18,400.00	.0%
500300 PAPER	200	200	21.59	.00	.00	178.41	10.8%
500500 PRINTED FORMS	300	300	.00	.00	.00	300.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	1,600	1,600	574.64	.00	.00	1,025.36	35.9%
502000 MINOR OFFICE EQUIP/FURN.	900	2,900	2,198.17	1,998.00	.00	701.83	75.8%
510000 CLEANING/JANITORIAL SPLY	1,500	1,500	938.83	.00	.00	561.17	62.6%
513000 CHEMICALS	1,500	1,500	450.00	.00	.00	1,050.00	30.0%
525000 GAS AND OIL	16,000	16,000	8,105.02	.00	.00	7,894.98	50.7%
525700 DIESEL FUEL	14,000	14,000	7,158.40	.00	.00	6,841.60	51.1%
535500 WEARING APPAREL	2,000	2,000	901.85	.00	.00	1,098.15	45.1%
540500 CONCRETE, CEMENT, ETC.	400	400	145.65	.00	115.90	138.45	65.4%
541500 SAND,CLAY,GRVL,FILL DIRT	4,000	4,000	2,650.00	.00	.00	1,350.00	66.3%
544000 HORT./LANDSCAPING SPLY.	5,000	5,000	1,951.14	390.00	260.00	2,788.86	44.2%
545000 HAND TOOLS	800	800	153.75	.00	.00	646.25	19.2%
546000 MINOR EQUIPMENT	4,300	4,300	1,107.96	.00	373.52	2,818.52	34.5%
559000 OTHER OPERATING MATL/SPLY	500	500	45.65	.00	240.00	214.35	57.1%
560000 BUILDING MATERIALS & SPLY	800	800	434.48	38.48	.00	365.52	54.3%
560500 ELECTRICAL SUPPLIES	500	500	.00	.00	.00	500.00	.0%
561000 PLUMBING SUPPLIES	500	500	.00	.00	.00	500.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	16,000	15,000	4,438.82	355.30	.00	10,561.18	29.6%
575000 COMMUNICATION REPAIR PTS	100	100	.00	.00	.00	100.00	.0%
575500 AGRICLTRL REPAIR PTS/SPL	10,000	9,000	5,346.50	914.66	.00	3,653.50	59.4%
599000 OTHER REPAIR/MAINT. SPL.	200	200	.00	.00	.00	200.00	.0%
599500 DISASTER REPAIR SUPPLIES	1,250	1,250	.00	.00	.00	1,250.00	.0%
604900 OTHER PROFESSIONAL SERV.	3,800	3,800	2,589.96	312.33	.00	1,210.04	68.2%
606000 TELEPHONE AND TELEGRAPH	1,800	1,800	830.04	118.76	.00	969.96	46.1%
611000 TRAVEL EXPENSE	900	900	417.17	.00	.00	482.83	46.4%
612000 FREIGHT	575	575	187.13	.00	.00	387.87	32.5%
630000 GAS	1,000	1,000	819.04	99.79	.00	180.96	81.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
630500 ELECTRICITY	7,126	7,126	3,459.61	43.94	.00	3,666.39	48.5%
635000 BUILDING R&M	1,400	1,400	.00	.00	.00	1,400.00	.0%
636000 STREETS & STRUCTURES R&M	2,000	2,000	.00	.00	.00	2,000.00	.0%
636500 OFFICE EQUIPMENT R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
638000 FIXED EQUIPMENT R&M	3,000	3,000	287.00	.00	.00	2,713.00	9.6%
638400 MOTOR VEHICLE EQ. R&M	19,000	19,000	11,021.89	5,877.10	.00	7,978.11	58.0%
638600 CONSTRUCTION EQUIP R&M	9,500	9,500	2,193.66	1,253.92	1,996.79	5,309.55	44.1%
638700 AGRICULTURAL EQ. R&M	700	700	50.00	.00	.00	650.00	7.1%
639400 DISINFECT./EXTERMINATION	1,000	1,000	100.00	.00	.00	900.00	10.0%
639800 TOW IN CHARGES	550	550	375.00	375.00	.00	175.00	68.2%
639900 OTHER REPAIRS AND MAINT.	1,500	1,100	.00	.00	.00	1,100.00	.0%
642000 MACHINERY RENT	0	400	.00	.00	.00	400.00	.0%
643000 UNIFORM RENT	3,500	3,500	2,284.19	202.37	.00	1,215.81	65.3%
643500 MOP-MAT-RAG RENT	1,350	1,350	1,021.02	120.12	.00	328.98	75.6%
681800 THEFT LOSS	10	10	.00	.00	.00	10.00	.0%
684000 DUES AND MEMBERSHIPS	240	240	165.00	.00	.00	75.00	68.8%
684500 REGISTRATION FEE/TUITION	350	350	150.00	.00	.00	200.00	42.9%
700000 LAND	5,000	5,000	525.00	350.00	.00	4,475.00	10.5%
704500 SITE IMPROVEMENT	5,000	5,000	.00	.00	.00	5,000.00	.0%
721200 FENCES/RAILINGS	10,000	10,000	.00	.00	.00	10,000.00	.0%
723000 STREETS & ROADWAYS	15,000	15,000	4,800.00	.00	.00	10,200.00	32.0%
725000 LANDSCAPING	4,000	4,000	2,550.00	.00	.00	1,450.00	63.8%
732800 SOFTWARE	0	28,500	.00	.00	28,100.00	400.00	98.6%
733500 AGRICULTURAL EQUIPMENT	20,000	12,500	908.99	.00	.00	11,591.01	7.3%
735500 COMMUNICATION EQUIPMENT	1,500	1,500	.00	.00	.00	1,500.00	.0%
739900 OTHER EQUIPMENT	0	235,000	.00	.00	198,185.00	36,815.00	84.3%
TOTAL CEMETERY DIV	1,092,251	1,348,251	416,806.39	55,192.12	229,271.21	702,173.40	47.9%
001560 PARKING OPER.							
400000 REGULAR WAGES	67,500	67,500	15,357.38	2,250.00	.00	52,142.62	22.8%
430000 OVERTIME	1,000	1,000	.00	.00	.00	1,000.00	.0%
460000 STATE RETIREMENT	11,920	11,920	.00	.00	.00	11,920.00	.0%
470000 F.I.C.A. TAXES	5,240	5,240	1,174.83	172.13	.00	4,065.17	22.4%
490000 UNEMPLOYMENT BENEFITS	2,500	2,500	.00	.00	.00	2,500.00	.0%
491000 WORKMAN'S COMPENSATION	3,000	3,000	.00	.00	.00	3,000.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	400	400	.00	.00	.00	400.00	.0%
502000 MINOR OFFICE EQUIP/FURN.	400	400	.00	.00	.00	400.00	.0%
525000 GAS AND OIL	250	250	102.89	.00	.00	147.11	41.2%
565000 PAINT AND PAINTING SPLY.	1,000	1,000	.00	.00	.00	1,000.00	.0%
630500 ELECTRICITY	15,000	15,000	6,859.95	.00	.00	8,140.05	45.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
635700 PLUMBING EQUIPMENT R&M	100	100	.00	.00	.00	100.00	.0%
636500 OFFICE EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
638000 FIXED EQUIPMENT R&M	7,000	7,000	.00	.00	.00	7,000.00	.0%
638400 MOTOR VEHICLE EQ. R&M	500	500	.00	.00	.00	500.00	.0%
639600 SIGN PAINTING	150	150	.00	.00	.00	150.00	.0%
639900 OTHER REPAIRS AND MAINT.	6,000	6,000	309.01	242.61	.00	5,690.99	5.2%
640200 PARKING GARAGE/LOT RENT	25,000	25,000	7,100.70	.00	.00	17,899.30	28.4%
644900 OTHER RENT	100	100	.00	.00	.00	100.00	.0%
TOTAL PARKING OPER.	147,560	147,560	30,904.76	2,664.74	.00	116,655.24	20.9%
TOTAL EXPENSES	58,196,918	70,165,524	32,797,086.45	6,227,812.42	1,385,171.77	35,983,265.78	

002 PARKS & RECREATION FUND

002300 PKS/REC-RECREATION MAINT. DIV.

400000 REGULAR WAGES	1,097,690	1,114,575	528,468.49	77,084.51	.00	586,106.51	47.4%
430000 OVERTIME	40,000	40,000	35,108.83	8,399.60	.00	4,891.17	87.8%
460000 STATE RETIREMENT	198,020	200,970	98,062.54	14,874.26	.00	102,907.46	48.8%
470000 F.I.C.A. TAXES	87,060	88,360	42,012.01	6,389.13	.00	46,347.99	47.5%
480000 HOSPITALIZATION INS.	277,200	277,200	124,345.00	17,110.00	.00	152,855.00	44.9%
490000 UNEMPLOYMENT BENEFITS	6,000	6,000	.00	.00	.00	6,000.00	.0%
491000 WORKMAN'S COMPENSATION	33,000	33,000	.00	.00	.00	33,000.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	3,300	3,300	2,220.93	.00	100.00	979.07	70.3%
502000 MINOR OFFICE EQUIP/FURN.	2,000	8,000	4,608.00	.00	1,814.80	1,577.20	80.3%
510000 CLEANING/JANITORIAL SPLY	18,000	18,000	10,863.38	2,067.33	2,577.20	4,559.42	74.7%
511100 SUPPLIES - COVID 19	3,000	3,000	1,464.29	.00	.00	1,535.71	48.8%
513000 CHEMICALS	21,000	31,000	27,195.65	1,905.13	1,081.60	2,722.75	91.2%
525000 GAS AND OIL	56,000	56,000	39,718.64	.00	.00	16,281.36	70.9%
525500 LUBRICANTS	6,000	3,000	1,975.67	825.64	.00	1,024.33	65.9%
525700 DIESEL FUEL	1,000	1,000	1,566.74	.00	.00	-566.74	156.7%
535500 WEARING APPAREL	3,000	3,000	2,222.43	.00	.00	777.57	74.1%
540500 CONCRETE, CEMENT, ETC.	1,000	1,000	61.66	.00	.00	938.34	6.2%
541500 SAND,CLAY,GRVL,FILL DIRT	10,000	7,000	2,535.00	.00	2,680.00	1,785.00	74.5%
544000 HORT./LANDSCAPING SPLY.	42,000	42,000	39,960.66	3,782.20	2,030.00	9.34	100.0%
545000 HAND TOOLS	0	2,000	1,154.77	1,154.77	.00	845.23	57.7%
546000 MINOR EQUIPMENT	5,300	5,300	3,451.40	432.50	.00	1,848.60	65.1%
551000 RECREATIONAL SUPPLIES	35,000	58,000	25,979.31	5,806.57	30,909.95	1,110.74	98.1%
559000 OTHER OPERATING MATL/SPLY	6,000	6,000	2,278.77	1,589.17	2,877.00	844.23	85.9%
560000 BUILDING MATERIALS & SPLY	19,500	8,000	6,371.79	2,831.30	.00	1,628.21	79.6%
560500 ELECTRICAL SUPPLIES	17,000	14,500	10,983.07	2,034.28	2,284.86	1,232.07	91.5%

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002	PARKS & RECREATION FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
561000	PLUMBING SUPPLIES	7,000	7,000	2,914.68	746.34	417.90	3,667.42	47.6%
562000	STRUCTURAL STEEL & IRON	500	500	.00	.00	.00	500.00	.0%
565000	PAINT AND PAINTING SPLY.	24,000	33,000	29,779.93	9,339.82	1,832.93	1,387.14	95.8%
570000	MTR VEHICLE REP. PTS/SPL	30,000	21,500	15,477.58	3,119.20	715.92	5,306.50	75.3%
575000	COMMUNICATION REPAIR PTS	1,700	1,700	155.00	.00	.00	1,545.00	9.1%
575500	AGRICLTRL REPAIR PTS/SPL	30,000	41,500	33,254.01	8,254.58	3,379.31	4,866.68	88.3%
599000	OTHER REPAIR/MAINT. SPL.	1,500	1,500	155.86	.00	.00	1,344.14	10.4%
602000	CONSULTANT SERV/SURVEYS	21,904	21,904	.00	.00	3,967.20	17,936.80	18.1%
604900	OTHER PROFESSIONAL SERV.	26,947	24,487	24,316.49	9,048.00	.00	170.51	99.3%
606000	TELEPHONE AND TELEGRAPH	5,000	5,000	4,258.39	694.26	.00	741.61	85.2%
611000	TRAVEL EXPENSE	450	450	.00	.00	.00	450.00	.0%
612000	FREIGHT	7,778	7,778	2,924.63	479.89	947.82	3,905.55	49.8%
615000	ADVERTISING	750	750	.00	.00	.00	750.00	.0%
630500	ELECTRICITY	13,800	13,800	7,147.60	52.54	.00	6,652.40	51.8%
635000	BUILDING R&M	5,000	5,000	.00	.00	.00	5,000.00	.0%
635500	ELECTRICAL R&M	35,000	25,000	12,438.60	7,974.68	5,890.00	6,671.40	73.3%
635700	PLUMBING EQUIPMENT R&M	12,000	12,000	2,344.72	.00	.00	9,655.28	19.5%
636000	STREETS & STRUCTURES R&M	20,000	10,000	.00	.00	.00	10,000.00	.0%
638000	FIXED EQUIPMENT R&M	21,000	11,000	.00	.00	10,830.00	170.00	98.5%
638400	MOTOR VEHICLE EQ. R&M	16,000	13,000	8,167.70	1,658.60	259.90	4,572.40	64.8%
638700	AGRICULTURAL EQ. R&M	18,500	21,500	14,436.09	5,145.28	2,937.21	4,126.70	80.8%
639000	COMMUNICATION EQ. R&M	1,500	1,500	253.45	.00	.00	1,246.55	16.9%
639400	DISINFECT./EXTERMINATION	1,800	1,800	52.96	.00	.00	1,747.04	2.9%
639600	SIGN PAINTING	9,500	9,500	1,693.30	105.83	945.26	6,861.44	27.8%
639800	TOW IN CHARGES	1,250	1,750	1,720.75	.00	.00	29.25	98.3%
639900	OTHER REPAIRS AND MAINT.	1,500	1,500	315.34	.00	.00	1,184.66	21.0%
642000	MACHINERY RENT	850	850	.00	.00	.00	850.00	.0%
643000	UNIFORM RENT	8,000	8,000	7,818.28	922.70	.00	181.72	97.7%
644900	OTHER RENT	39,850	64,850	27,714.51	1,605.15	18,028.00	19,107.49	70.5%
684500	REGISTRATION FEE/TUITION	1,800	1,800	-133.01	.00	.00	1,933.01	-7.4%
687000	CUSTODIAL SERVICE	4,560	7,020	3,886.00	521.00	3,129.60	4.40	99.9%
699900	SERVICES NOT SPECIFIED	207,240	211,740	86,725.97	15,962.50	59,900.13	65,113.90	69.2%
733500	AGRICULTURAL EQUIPMENT	0	150,000	132,733.21	10,348.00	.00	17,266.79	88.5%
TOTAL PKS/REC-RECREATION MAINT. D		2,564,749	2,768,884	1,433,161.07	222,264.76	159,536.59	1,176,186.34	57.5%

002315 PKS/REC-REC.ADMIN/COM.REL.

400000	REGULAR WAGES	453,770	453,770	142,532.53	17,367.71	.00	311,237.47	31.4%
430000	OVERTIME	6,000	6,000	.00	.00	.00	6,000.00	.0%
460000	STATE RETIREMENT	49,250	49,250	23,215.74	3,021.96	.00	26,034.26	47.1%
470000	F.I.C.A. TAXES	35,180	35,180	10,704.10	1,293.64	.00	24,475.90	30.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
480000 HOSPITALIZATION INS.	50,400	50,400	18,200.00	2,700.00	.00	32,200.00	36.1%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	16,000	16,000	.00	.00	.00	16,000.00	.0%
500300 PAPER	500	500	.00	.00	55.92	444.08	11.2%
500500 PRINTED FORMS	350	350	.00	.00	.00	350.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	1,250	2,150	1,906.20	.00	.00	243.80	88.7%
508000 COMPUTER SUPPLIES	1,500	1,500	1,420.62	.00	.00	79.38	94.7%
511500 FOOD	500	500	21.40	.00	.00	478.60	4.3%
512000 MEDICAL SUPPLIES	200	200	.00	.00	.00	200.00	.0%
513000 CHEMICALS	14,000	14,000	11,926.00	.00	.00	2,074.00	85.2%
515500 SERVE-SAFE SUPPLIES	200	200	.00	.00	.00	200.00	.0%
525000 GAS AND OIL	2,500	2,500	287.93	.00	.00	2,212.07	11.5%
535500 WEARING APPAREL	900	900	402.00	232.00	.00	498.00	44.7%
546000 MINOR EQUIPMENT	700	200	.00	.00	.00	200.00	.0%
551000 RECREATIONAL SUPPLIES	49,000	79,600	46,697.74	3,650.22	1,230.11	31,672.15	60.2%
551001 RECREATIONAL SUPP-ARTS CENTER	5,000	5,000	1,173.98	376.76	1,980.80	1,845.22	63.1%
560000 BUILDING MATERIALS & SPLY	300	300	95.37	.00	.00	204.63	31.8%
560001 BLDG MATERIALS & SPLY GRANTS	6,660	6,660	393.47	.00	.00	6,266.53	5.9%
565000 PAINT AND PAINTING SPLY.	400	400	.00	.00	.00	400.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	3,000	2,000	716.00	.00	.00	1,284.00	35.8%
603200 CONTRACTUAL SERVICES	1,000	1,000	.00	.00	.00	1,000.00	.0%
603400 OFFICIALS	44,000	44,000	8,295.00	2,640.00	.00	35,705.00	18.9%
604900 OTHER PROFESSIONAL SERV.	175,267	175,267	129,357.25	4,612.00	2,072.64	43,837.11	75.0%
604919 OTH PROF SERV-ART CENTER	10,000	10,000	3,680.00	350.00	.00	6,320.00	36.8%
604920 OTH PROF SERV-HHS THEATER ASP	15,000	15,000	15,000.00	.00	.00	.00	100.0%
606000 TELEPHONE AND TELEGRAPH	2,000	2,000	.00	.00	.00	2,000.00	.0%
611000 TRAVEL EXPENSE	4,600	4,600	1,509.33	.00	.00	3,090.67	32.8%
612000 FREIGHT	500	500	.00	.00	.00	500.00	.0%
613000 MESSENGER/EXPRESS SERV.	500	500	.00	.00	.00	500.00	.0%
615200 ADVERTISING-SPEC. EVENTS	1,000	850	157.03	.00	.00	692.97	18.5%
615400 ADVERTISING-SENIOR FARE	1,500	1,500	.00	.00	.00	1,500.00	.0%
630000 GAS	4,000	4,000	4,139.75	20.00	.00	-139.75	103.5%
630500 ELECTRICITY	175,000	175,000	114,547.60	6,347.69	.00	60,452.40	65.5%
635000 BUILDING R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
638400 MOTOR VEHICLE EQ. R&M	1,000	1,000	274.00	.00	.00	726.00	27.4%
638800 RECREATIONAL EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
639400 DISINFECT./EXTERMINATION	2,000	2,000	709.00	.00	.00	1,291.00	35.5%
639600 SIGN PAINTING	400	400	.00	.00	.00	400.00	.0%
639800 TOW IN CHARGES	500	500	.00	.00	.00	500.00	.0%
683000 PROP.TAX COLL. FEES .05	7,000	7,000	2,475.37	456.10	.00	4,524.63	35.4%
683100 PROP.TAX COLL. FEES.005	8,000	8,000	5,593.91	57.57	.00	2,406.09	69.9%
683200 BANK SERV/TRF FEE	325	250	.00	.00	.00	250.00	.0%
684000 DUES AND MEMBERSHIPS	1,500	1,650	580.00	.00	256.09	813.91	50.7%
684500 REGISTRATION FEE/TUITION	2,000	2,000	1,220.00	.00	.00	780.00	61.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
699900 SERVICES NOT SPECIFIED	0	75	75.00	.00	.00	.00	100.0%
TOTAL PKS/REC-REC.ADMIN/COM.REL.	1,157,652	1,187,652	547,306.32	43,125.65	5,595.56	634,750.12	46.6%
002341 PKS/REC-KAMPER PARK ZOO DIV.							
630500 ELECTRICITY	0	0	4,195.11	.00	.00	-4,195.11	100.0%
TOTAL PKS/REC-KAMPER PARK ZOO DIV	0	0	4,195.11	.00	.00	-4,195.11	100.0%
TOTAL EXPENSES	3,722,401	3,956,536	1,984,662.50	265,390.41	165,132.15	1,806,741.35	
004 LIBRARY FUND							
004369 LIBRARY FUND EXPENDITURES							
683000 PROP.TAX COLL. FEES .05	0	0	2,416.12	445.18	.00	-2,416.12	100.0%
683100 PROP.TAX COLL. FEES.005	0	0	5,460.00	56.19	.00	-5,460.00	100.0%
TOTAL LIBRARY FUND EXPENDITURES	0	0	7,876.12	501.37	.00	-7,876.12	100.0%
TOTAL EXPENSES	0	0	7,876.12	501.37	.00	-7,876.12	
005 HATT.MUNICIPAL FIRE PROTECTION							
005160 H.M.F.P.FUND-FIRE DIVISION							
535500 WEARING APPAREL	55,000	55,000	.00	.00	46,111.20	8,888.80	83.8%
546200 MINOR FIRE FIGHTING EQUIP.	5,000	5,000	.00	.00	.00	5,000.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	6,000	6,000	.00	.00	.00	6,000.00	.0%
575000 COMMUNICATION REPAIR PTS	3,500	3,500	.00	.00	.00	3,500.00	.0%
638400 MOTOR VEHICLE EQ. R&M	50,000	50,000	.00	.00	.00	50,000.00	.0%
684500 REGISTRATION FEE/TUITION	5,000	5,000	.00	.00	.00	5,000.00	.0%
710020 FIRE STATIONS	10,000	7,438	4,920.00	.00	.00	2,518.00	66.1%
731500 FIRE FIGHTING	50,000	50,000	.00	.00	.00	50,000.00	.0%
735500 COMMUNICATION EQUIPMENT	15,000	17,562	17,562.00	.00	.00	.00	100.0%
742000 PICK UP TRUCKS	0	93,500	.00	.00	83,046.00	10,454.00	88.8%
743500 FIRE TRUCKS	0	685,000	.00	.00	684,159.55	840.45	99.9%
TOTAL H.M.F.P.FUND-FIRE DIVISION	199,500	978,000	22,482.00	.00	813,316.75	142,201.25	85.5%

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FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
005460 H.M.F.P.FUND-CAPITAL LEASES							
852800 FIRE TRUCKS LEASE-'18	65,958	65,958	26,896.41	.00	.00	39,061.59	40.8%
862800 FIRE TRUCKS LEASE-'18	4,081	4,081	2,286.44	.00	.00	1,794.56	56.0%
TOTAL H.M.F.P.FUND-CAPITAL LEASES	70,039	70,039	29,182.85	.00	.00	40,856.15	41.7%
TOTAL EXPENSES	269,539	1,048,039	51,664.85	.00	813,316.75	183,057.40	
008 SPECIAL STREET IMPR.FUND							
008201 SPEC.ST.IMPR-STREET DIV.							
636000 STREETS & STRUCTURES R&M	326,800	326,800	.00	.00	.00	326,800.00	.0%
TOTAL SPEC.ST.IMPR-STREET DIV.	326,800	326,800	.00	.00	.00	326,800.00	.0%
TOTAL EXPENSES	326,800	326,800	.00	.00	.00	326,800.00	
009 WATER & SEWER OPERATION/MAINT.							
009660 W&S O&M-CUSTOMER ACCT. DIV.							
400000 REGULAR WAGES	567,800	567,800	279,609.52	37,387.03	.00	288,190.48	49.2%
430000 OVERTIME	6,000	6,000	3,553.39	351.29	.00	2,446.61	59.2%
460000 STATE RETIREMENT	99,900	99,900	49,280.00	6,566.47	.00	50,620.00	49.3%
470000 F.I.C.A. TAXES	43,900	43,900	21,067.76	2,801.51	.00	22,832.24	48.0%
480000 HOSPITALIZATION INS.	126,000	126,000	61,800.00	8,400.00	.00	64,200.00	49.0%
490000 UNEMPLOYMENT BENEFITS	1,200	1,200	.00	.00	.00	1,200.00	.0%
491000 WORKMAN'S COMPENSATION	4,120	4,120	.00	.00	.00	4,120.00	.0%
500300 PAPER	3,000	3,000	182.80	.00	.00	2,817.20	6.1%
501000 OTHER EXPENDABLE OFF.SPL	6,000	6,000	4,959.02	.00	968.63	72.35	98.8%
502000 MINOR OFFICE EQUIP/FURN.	26,000	26,000	11,575.43	999.00	4,869.00	9,555.57	63.2%
510000 CLEANING/JANITORIAL SPLY	1,500	1,500	1,117.37	140.90	.00	382.63	74.5%
525000 GAS AND OIL	18,000	18,000	9,018.86	.00	.00	8,981.14	50.1%
545000 HAND TOOLS	3,000	3,000	1,171.36	.00	580.90	1,247.74	58.4%
546000 MINOR EQUIPMENT	4,000	4,000	1,289.25	.00	.00	2,710.75	32.2%
546700 METER LOCKS	5,000	5,000	.00	.00	.00	5,000.00	.0%

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009	WATER & SEWER OPERATION/MAINT.	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
559000	OTHER OPERATING MATL/SPLY	1,500	1,500	849.83	.00	.00	650.17	56.7%
560500	ELECTRICAL SUPPLIES	800	800	.00	.00	.00	800.00	.0%
570000	MTR VEHICLE REP. PTS/SPL	5,000	5,000	645.33	279.23	.00	4,354.67	12.9%
599000	OTHER REPAIR/MAINT. SPL.	500	500	.00	.00	24.95	475.05	5.0%
601000	AUDITING AND ACCOUNTING	25,000	25,000	.00	.00	.00	25,000.00	.0%
604900	OTHER PROFESSIONAL SERV.	295,000	294,300	142,969.72	4,926.87	6,647.43	144,682.85	50.8%
606000	TELEPHONE AND TELEGRAPH	12,000	12,000	4,178.78	596.98	.00	7,821.22	34.8%
607000	POSTAGE	94,000	94,000	45,306.07	6,922.08	.00	48,693.93	48.2%
612000	FREIGHT	500	500	154.84	.00	40.00	305.16	39.0%
620000	PRINTING	30,000	30,000	15,786.70	2,568.02	.00	14,213.30	52.6%
630000	GAS	1,200	1,200	918.61	99.79	.00	281.39	76.6%
630500	ELECTRICITY	6,000	6,000	3,693.53	547.61	.00	2,306.47	61.6%
635000	BUILDING R&M	2,000	2,000	1,400.11	295.00	.00	599.89	70.0%
636500	OFFICE EQUIPMENT R&M	2,500	2,500	.00	.00	.00	2,500.00	.0%
638000	FIXED EQUIPMENT R&M	800	800	.00	.00	.00	800.00	.0%
638400	MOTOR VEHICLE EQ. R&M	11,000	11,000	10,929.10	.00	.00	70.90	99.4%
639000	COMMUNICATION EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
639400	DISINFECT./EXTERMINATION	900	900	340.00	.00	.00	560.00	37.8%
639900	OTHER REPAIRS AND MAINT.	300	300	191.48	.00	.00	108.52	63.8%
643000	UNIFORM RENT	3,000	3,000	1,577.95	239.13	.00	1,422.05	52.6%
684500	REGISTRATION FEE/TUITION	1,100	1,100	.00	.00	.00	1,100.00	.0%
687000	CUSTODIAL SERVICE	6,600	7,300	3,472.00	424.00	3,816.00	12.00	99.8%
699900	SERVICES NOT SPECIFIED	5,000	5,000	980.72	.00	.00	4,019.28	19.6%
742000	PICK UP TRUCKS	25,000	35,000	34,255.00	.00	.00	745.00	97.9%
	TOTAL W&S O&M-CUSTOMER ACCT. DIV.	1,446,120	1,456,120	712,274.53	73,544.91	16,946.91	726,898.56	50.1%

009672 W&S O&M-WATER TRANSMISSION DIV

400000	REGULAR WAGES	670,560	679,170	383,725.95	50,882.05	.00	295,444.05	56.5%
430000	OVERTIME	45,000	45,000	30,974.79	2,331.02	.00	14,025.21	68.8%
460000	STATE RETIREMENT	124,500	126,000	72,220.64	9,259.08	.00	53,779.36	57.3%
470000	F.I.C.A. TAXES	54,800	55,460	31,398.47	4,022.26	.00	24,061.53	56.6%
480000	HOSPITALIZATION INS.	142,800	142,800	76,400.00	9,600.00	.00	66,400.00	53.5%
490000	UNEMPLOYMENT BENEFITS	4,000	4,000	.00	.00	.00	4,000.00	.0%
491000	WORKMAN'S COMPENSATION	16,170	16,170	.00	.00	.00	16,170.00	.0%
525000	GAS AND OIL	45,000	45,000	37,330.38	.00	.00	7,669.62	83.0%
525700	DIESEL FUEL	4,000	4,000	8,579.95	.00	.00	-4,579.95	214.5%
535500	WEARING APPAREL	5,000	5,000	538.61	538.61	915.59	3,545.80	29.1%
540000	ASPHALT & ASPHALT PROD.	20,000	20,000	13,904.71	4,388.89	338.97	5,756.32	71.2%
540500	CONCRETE, CEMENT, ETC.	2,000	2,000	.00	.00	.00	2,000.00	.0%
541000	BRICK, STONE, MORTAR, ETC.	1,000	1,000	.00	.00	.00	1,000.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
541500 SAND,CLAY,GRVL,FILL DIRT	10,000	10,000	3,756.83	901.23	1,110.67	5,132.50	48.7%
545000 HAND TOOLS	7,000	7,000	2,038.45	87.27	.00	4,961.55	29.1%
546000 MINOR EQUIPMENT	3,000	3,000	2,037.12	1,883.64	.00	962.88	67.9%
548500 METER PARTS	2,000	2,000	.00	.00	.00	2,000.00	.0%
559000 OTHER OPERATING MATL/SPLY	2,000	2,000	1,848.38	1,492.38	.00	151.62	92.4%
561000 PLUMBING SUPPLIES	980,000	640,000	73,247.94	3,649.07	179,902.85	386,849.21	39.6%
565000 PAINT AND PAINTING SPLY.	1,500	1,500	.00	.00	.00	1,500.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	30,000	30,000	20,482.78	1,161.40	4,270.42	5,246.80	82.5%
599000 OTHER REPAIR/MAINT. SPL.	8,000	8,000	3,316.83	.00	2,130.12	2,553.05	68.1%
604900 OTHER PROFESSIONAL SERV.	50,000	150,000	59,836.11	11,209.82	.00	90,163.89	39.9%
636000 STREETS & STRUCTURES R&M	2,100,000	2,100,000	1,535,937.63	271,959.75	.00	564,062.37	73.1%
638400 MOTOR VEHICLE EQ. R&M	15,000	15,000	14,359.87	112.00	612.68	27.45	99.8%
638600 CONSTRUCTION EQUIP R&M	10,000	10,000	4,645.90	1,193.23	.00	5,354.10	46.5%
639800 TOW IN CHARGES	1,000	1,000	455.00	.00	.00	545.00	45.5%
639900 OTHER REPAIRS AND MAINT.	1,800	1,800	.00	.00	.00	1,800.00	.0%
642000 MACHINERY RENT	1,500	1,500	.00	.00	.00	1,500.00	.0%
643000 UNIFORM RENT	5,000	5,000	4,769.35	.00	.00	230.65	95.4%
644900 OTHER RENT	3,000	3,000	.00	.00	.00	3,000.00	.0%
739900 OTHER EQUIPMENT	60,000	60,000	58,883.00	.00	.00	1,117.00	98.1%
742000 PICK UP TRUCKS	160,000	160,000	.00	.00	.00	160,000.00	.0%
TOTAL W&S O&M-WATER TRANSMISSION	4,585,630	4,356,400	2,440,688.69	374,671.70	189,281.30	1,726,430.01	60.4%

009673 W&S O&M-WATER PLANT DIVISION

400000 REGULAR WAGES	379,600	379,600	211,127.38	29,476.75	.00	168,472.62	55.6%
430000 OVERTIME	35,000	35,000	27,345.39	2,952.11	.00	7,654.61	78.1%
460000 STATE RETIREMENT	72,140	72,140	41,494.28	5,642.61	.00	30,645.72	57.5%
470000 F.I.C.A. TAXES	31,720	31,720	17,946.28	2,437.44	.00	13,773.72	56.6%
480000 HOSPITALIZATION INS.	92,400	92,400	53,800.00	6,000.00	.00	38,600.00	58.2%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	8,490	8,490	.00	.00	.00	8,490.00	.0%
500300 PAPER	300	300	182.80	.00	.00	117.20	60.9%
500500 PRINTED FORMS	2,500	2,500	.00	.00	545.00	1,955.00	21.8%
501000 OTHER EXPENDABLE OFF.SPL	3,000	3,000	2,267.93	447.45	.00	732.07	75.6%
502000 MINOR OFFICE EQUIP/FURN.	100	100	.00	.00	.00	100.00	.0%
508000 COMPUTER SUPPLIES	500	500	.00	.00	.00	500.00	.0%
510000 CLEANING/JANITORIAL SPLY	2,500	2,500	.00	.00	.00	2,500.00	.0%
512000 MEDICAL SUPPLIES	2,000	2,000	.00	.00	.00	2,000.00	.0%
513000 CHEMICALS	50,000	450,000	153,564.43	41,790.00	38,610.00	257,825.57	42.7%
525000 GAS AND OIL	7,000	7,000	5,532.94	.00	.00	1,467.06	79.0%
525700 DIESEL FUEL	7,000	7,000	.00	.00	.00	7,000.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
526000 OTHER FUEL	500	500	.00	.00	.00	500.00	.0%
535500 WEARING APPAREL	100	100	47.52	.00	.00	52.48	47.5%
545000 HAND TOOLS	500	500	.00	.00	.00	500.00	.0%
546000 MINOR EQUIPMENT	2,000	2,000	1,323.73	.00	.00	676.27	66.2%
549500 PUMPING EQUIPMENT PARTS	15,000	15,000	.00	.00	.00	15,000.00	.0%
559000 OTHER OPERATING MATL/SPLY	5,000	5,000	.00	.00	2,350.00	2,650.00	47.0%
560000 BUILDING MATERIALS & SPLY	5,000	5,000	.00	.00	.00	5,000.00	.0%
560500 ELECTRICAL SUPPLIES	7,000	7,000	.00	.00	.00	7,000.00	.0%
561000 PLUMBING SUPPLIES	2,000	2,000	.00	.00	.00	2,000.00	.0%
565000 PAINT AND PAINTING SPLY.	2,000	2,000	.00	.00	.00	2,000.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	10,000	10,000	1,080.95	.00	.00	8,919.05	10.8%
570500 GENERATOR REP. PTS/SPL	7,000	7,000	.00	.00	.00	7,000.00	.0%
575000 COMMUNICATION REPAIR PTS	3,000	3,000	.00	.00	.00	3,000.00	.0%
599000 OTHER REPAIR/MAINT. SPL.	8,000	8,000	1,746.00	.00	3,245.73	3,008.27	62.4%
604900 OTHER PROFESSIONAL SERV.	485,000	483,940	365,918.37	95,002.14	5,774.30	112,247.33	76.8%
606000 TELEPHONE AND TELEGRAPH	3,000	3,000	.00	.00	.00	3,000.00	.0%
607000 POSTAGE	2,500	2,500	.00	.00	.00	2,500.00	.0%
611000 TRAVEL EXPENSE	2,000	2,000	.00	.00	.00	2,000.00	.0%
612000 FREIGHT	1,000	1,000	6.99	.00	228.04	764.97	23.5%
630000 GAS	4,000	4,000	593.81	.00	.00	3,406.19	14.8%
630500 ELECTRICITY	710,000	710,000	469,148.04	59,481.91	.00	240,851.96	66.1%
635000 BUILDING R&M	80,000	80,000	.00	.00	.00	80,000.00	.0%
635500 ELECTRICAL R&M	35,000	35,000	.00	.00	.00	35,000.00	.0%
635700 PLUMBING EQUIPMENT R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
638200 MINOR EQUIPMENT R&M	4,000	4,000	.00	.00	.00	4,000.00	.0%
638300 GENERATOR R&M	75,000	75,000	4,955.00	.00	.00	70,045.00	6.6%
638400 MOTOR VEHICLE EQ. R&M	5,000	5,000	732.78	68.31	1,597.50	2,669.72	46.6%
638700 AGRICULTURAL EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
639000 COMMUNICATION EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
639400 DISINFECT./EXTERMINATION	1,000	1,000	296.00	.00	.00	704.00	29.6%
639900 OTHER REPAIRS AND MAINT.	11,000	11,000	.00	.00	.00	11,000.00	.0%
643000 UNIFORM RENT	3,000	3,000	2,815.64	258.95	.00	184.36	93.9%
643500 MOP-MAT-RAG RENT	1,000	1,000	917.28	152.88	.00	82.72	91.7%
644900 OTHER RENT	6,000	6,000	.00	.00	.00	6,000.00	.0%
684000 DUES AND MEMBERSHIPS	1,000	1,000	50.00	.00	.00	950.00	5.0%
684500 REGISTRATION FEE/TUITION	2,000	2,000	.00	.00	.00	2,000.00	.0%
687000 CUSTODIAL SERVICE	5,500	6,560	3,658.00	483.00	2,893.76	8.24	99.9%
699900 SERVICES NOT SPECIFIED	2,000	2,000	.00	.00	.00	2,000.00	.0%
739900 OTHER EQUIPMENT	90,000	90,000	57,910.00	.00	.00	32,090.00	64.3%
TOTAL W&S O&M-WATER PLANT DIVISIO	2,294,350	2,694,350	1,424,461.54	244,193.55	55,244.33	1,214,644.13	54.9%

009676 W&S O&M-SEWER DIVISION

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000 REGULAR WAGES	306,120	306,120	128,677.08	15,630.40	.00	177,442.92	42.0%
430000 OVERTIME	30,000	30,000	11,361.28	1,128.99	.00	18,638.72	37.9%
460000 STATE RETIREMENT	58,500	58,500	24,366.66	2,916.14	.00	34,133.34	41.7%
470000 F.I.C.A. TAXES	25,800	25,800	10,566.88	1,262.80	.00	15,233.12	41.0%
480000 HOSPITALIZATION INS.	75,600	75,600	37,600.00	3,600.00	.00	38,000.00	49.7%
490000 UNEMPLOYMENT BENEFITS	2,000	2,000	.00	.00	.00	2,000.00	.0%
491000 WORKMAN'S COMPENSATION	15,900	15,900	.00	.00	.00	15,900.00	.0%
513000 CHEMICALS	165,000	165,000	164,108.34	.00	.00	891.66	99.5%
525000 GAS AND OIL	10,000	10,000	464.89	.00	.00	9,535.11	4.6%
525700 DIESEL FUEL	15,000	15,000	4,317.12	.00	.00	10,682.88	28.8%
535500 WEARING APPAREL	3,000	3,000	505.00	.00	350.00	2,145.00	28.5%
540000 ASPHALT & ASPHALT PROD.	20,000	20,000	.00	.00	.00	20,000.00	.0%
540500 CONCRETE, CEMENT, ETC.	1,000	1,000	.00	.00	.00	1,000.00	.0%
541500 SAND,CLAY,GRVL,FILL DIRT	20,000	20,000	4,715.87	4,715.87	176.63	15,107.50	24.5%
544000 HORT./LANDSCAPING SPLY.	500	500	225.00	225.00	.00	275.00	45.0%
545000 HAND TOOLS	6,500	6,500	1,061.26	228.35	.00	5,438.74	16.3%
546000 MINOR EQUIPMENT	5,000	5,000	4,719.27	.00	.00	280.73	94.4%
549500 PUMPING EQUIPMENT PARTS	100	100	.00	.00	.00	100.00	.0%
559000 OTHER OPERATING MATL/SPLY	7,000	7,000	5,666.95	29.95	432.76	900.29	87.1%
560000 BUILDING MATERIALS & SPLY	2,000	2,000	.00	.00	.00	2,000.00	.0%
560500 ELECTRICAL SUPPLIES	2,500	2,500	.00	.00	.00	2,500.00	.0%
561000 PLUMBING SUPPLIES	30,000	30,000	4,807.14	.00	3,875.00	21,317.86	28.9%
565000 PAINT AND PAINTING SPLY.	500	500	.00	.00	.00	500.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	25,000	25,000	5,071.08	978.88	2,410.35	17,518.57	29.9%
599000 OTHER REPAIR/MAINT. SPL.	2,000	2,000	1,893.52	.00	.00	106.48	94.7%
599500 DISASTER REPAIR SUPPLIES	15,000	15,000	.00	.00	.00	15,000.00	.0%
604900 OTHER PROFESSIONAL SERV.	32,000	32,000	2,511.00	.00	.00	29,489.00	7.8%
611000 TRAVEL EXPENSE	1,200	1,200	.00	.00	.00	1,200.00	.0%
612000 FREIGHT	600	600	438.93	24.42	.00	161.07	73.2%
630000 GAS	200	200	.00	.00	.00	200.00	.0%
630500 ELECTRICITY	100,000	100,000	68,679.12	5,234.09	.00	31,320.88	68.7%
635500 ELECTRICAL R&M	5,000	5,000	.00	.00	.00	5,000.00	.0%
636000 STREETS & STRUCTURES R&M	2,345,000	2,345,000	1,953,156.06	323,246.38	.00	391,843.94	83.3%
638000 FIXED EQUIPMENT R&M	2,000	2,000	.00	.00	.00	2,000.00	.0%
638200 MINOR EQUIPMENT R&M	2,500	2,500	2,448.60	.00	.00	51.40	97.9%
638400 MOTOR VEHICLE EQ. R&M	35,000	35,000	3,046.50	40.00	1,252.50	30,701.00	12.3%
638600 CONSTRUCTION EQUIP R&M	20,000	20,000	9,443.21	3,551.20	570.18	9,986.61	50.1%
639000 COMMUNICATION EQ. R&M	2,000	2,000	.00	.00	.00	2,000.00	.0%
639800 TOW IN CHARGES	2,000	2,000	300.00	.00	.00	1,700.00	15.0%
642000 MACHINERY RENT	7,500	7,500	.00	.00	.00	7,500.00	.0%
643000 UNIFORM RENT	3,500	3,500	725.14	725.14	.00	2,774.86	20.7%
684500 REGISTRATION FEE/TUITION	1,000	1,000	.00	.00	.00	1,000.00	.0%
739900 OTHER EQUIPMENT	60,000	60,000	3,230.98	.00	.00	56,769.02	5.4%
745000 SPECIAL TRUCKS	350,000	350,000	.00	.00	.00	350,000.00	.0%
TOTAL W&S O&M-SEWER DIVISION	3,813,520	3,813,520	2,454,106.88	363,537.61	9,067.42	1,350,345.70	64.6%

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009677 W&S O&M-SEWER LAGOON DIV.							
400000 REGULAR WAGES	206,700	206,700	108,571.33	15,832.86	.00	98,128.67	52.5%
430000 OVERTIME	25,000	25,000	16,306.85	1,378.39	.00	8,693.15	65.2%
460000 STATE RETIREMENT	40,400	40,400	21,728.83	2,994.77	.00	18,671.17	53.8%
470000 F.I.C.A. TAXES	17,800	17,800	9,272.41	1,274.61	.00	8,527.59	52.1%
480000 HOSPITALIZATION INS.	50,400	50,400	30,200.00	3,600.00	.00	20,200.00	59.9%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	5,870	5,870	.00	.00	.00	5,870.00	.0%
513000 CHEMICALS	160,000	160,000	154,400.00	.00	4,540.00	1,060.00	99.3%
525000 GAS AND OIL	10,000	10,000	3,446.54	.00	.00	6,553.46	34.5%
525500 LUBRICANTS	4,000	4,000	.00	.00	.00	4,000.00	.0%
525700 DIESEL FUEL	5,000	5,000	2,216.59	.00	.00	2,783.41	44.3%
535500 WEARING APPAREL	500	500	.00	.00	.00	500.00	.0%
545000 HAND TOOLS	1,000	1,000	.00	.00	.00	1,000.00	.0%
546000 MINOR EQUIPMENT	65,000	65,000	.00	.00	.00	65,000.00	.0%
549500 PUMPING EQUIPMENT PARTS	80,000	80,000	.00	.00	.00	80,000.00	.0%
559000 OTHER OPERATING MATL/SPLY	4,000	4,000	.00	.00	.00	4,000.00	.0%
560500 ELECTRICAL SUPPLIES	25,000	25,000	.00	.00	.00	25,000.00	.0%
561000 PLUMBING SUPPLIES	16,720	16,720	.00	.00	.00	16,720.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	6,000	6,000	.00	.00	.00	6,000.00	.0%
602000 CONSULTANT SERV/SURVEYS	13,000	13,000	.00	.00	.00	13,000.00	.0%
602500 LEGAL	187,000	187,000	43,164.31	7,870.50	.00	143,835.69	23.1%
604900 OTHER PROFESSIONAL SERV.	85,000	85,000	82,854.08	.00	.00	2,145.92	97.5%
611000 TRAVEL EXPENSE	2,000	2,000	.00	.00	.00	2,000.00	.0%
612000 FREIGHT	500	500	.00	.00	.00	500.00	.0%
630500 ELECTRICITY	770,000	770,000	420,734.45	56,363.32	.00	349,265.55	54.6%
635500 ELECTRICAL R&M	24,000	24,000	15,250.00	.00	.00	8,750.00	63.5%
638000 FIXED EQUIPMENT R&M	1,270,000	1,270,000	556,366.96	83,312.21	.00	713,633.04	43.8%
638400 MOTOR VEHICLE EQ. R&M	4,000	4,000	.00	.00	.00	4,000.00	.0%
639400 DISINFECT./EXTERMINATION	600	600	240.00	.00	.00	360.00	40.0%
639800 TOW IN CHARGES	300	300	.00	.00	.00	300.00	.0%
639900 OTHER REPAIRS AND MAINT.	1,000	1,000	.00	.00	.00	1,000.00	.0%
643000 UNIFORM RENT	2,000	2,000	.00	.00	.00	2,000.00	.0%
684000 DUES AND MEMBERSHIPS	1,000	1,000	.00	.00	.00	1,000.00	.0%
684500 REGISTRATION FEE/TUITION	1,000	1,000	.00	.00	.00	1,000.00	.0%
699900 SERVICES NOT SPECIFIED	13,000	13,000	.00	.00	.00	13,000.00	.0%
TOTAL W&S O&M-SEWER LAGOON DIV.	3,098,790	3,098,790	1,464,752.35	172,626.66	4,540.00	1,629,497.65	47.4%
TOTAL EXPENSES	15,238,410	15,419,180	8,496,283.99	1,228,574.43	275,079.96	6,647,816.05	

010 WATER & SEWER B & I**010451 W&S B&I-REVENUE OBLIGATIONS**

EXPENDITURE REPORT

FOR 2023 07

010	WATER & SEWER B & I	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
800000	GENERAL ISSUES-PRINCIPAL	850,000	850,000	655,000.00	.00	.00	195,000.00	77.1%
801000	REVENUE ISSUES-PRINCIPAL	4,900,000	4,900,000	2,295,000.00	620,000.00	.00	2,605,000.00	46.8%
810000	GENERAL ISSUES-INTEREST	77,899	77,899	43,456.88	.00	.00	34,442.12	55.8%
811000	REVENUE ISSUES-INTEREST	1,890,010	1,890,010	488,149.34	18,900.00	.00	1,401,860.66	25.8%
840000	GENERAL ISSUES	8,000	8,000	540.00	.00	.00	7,460.00	6.8%
841000	REVENUE ISSUES	7,000	7,000	1,000.00	.00	.00	6,000.00	14.3%
	TOTAL W&S B&I-REVENUE OBLIGATIONS	7,732,909	7,732,909	3,483,146.22	638,900.00	.00	4,249,762.78	45.0%
	TOTAL EXPENSES	7,732,909	7,732,909	3,483,146.22	638,900.00	.00	4,249,762.78	
011 WATER & SEWER FUND								
011451 WATER & SEWER-REV.OBLIGATN								
841000	REVENUE ISSUES	10,000	10,000	6,100.00	.00	.00	3,900.00	61.0%
	TOTAL WATER & SEWER-REV.OBLIGATN	10,000	10,000	6,100.00	.00	.00	3,900.00	61.0%
011500 WATER & SEWER-TRANSFERS								
900001	T/T GENERAL FUND	824,000	824,000	.00	.00	.00	824,000.00	.0%
900009	T/T WATER & SEWER O&M	14,000,000	14,000,000	8,166,662.00	1,166,666.00	.00	5,833,338.00	58.3%
900017	T/T WATER & SEWER CONT.	50,000	50,000	.00	.00	.00	50,000.00	.0%
90001B	T/T WATER & SEWER B&I	640,000	640,000	106,666.00	.00	.00	533,334.00	16.7%
90001C	T/T WATER & SEWER B&I	1,500,000	1,500,000	250,000.00	.00	.00	1,250,000.00	16.7%
90001D	T/T WATER & SEWER B&I	2,680,000	2,680,000	446,666.00	.00	.00	2,233,334.00	16.7%
900021	T/T 21 REFUNDING	3,000,000	3,000,000	1,750,000.00	250,000.00	.00	1,250,000.00	58.3%
900075	T/T W & S CONSTRUCTION	1,639,000	1,639,000	2,864,713.91	75,949.07	.00	-1,225,713.91	174.8%
9000B	T/T WATER & SEWER B&I '12	0	0	266,665.00	53,333.00	.00	-266,665.00	100.0%
9000C	T/T WATER & SEWER B&I '13	0	0	625,000.00	125,000.00	.00	-625,000.00	100.0%
9000D	T/T WATER & SEWER B&I '16	0	0	1,116,665.00	223,333.00	.00	-1,116,665.00	100.0%
9000GO	T/T 2010 W&S GO BOND	250,000	250,000	145,831.00	20,833.00	.00	104,169.00	58.3%
9000M	T/T W&SB&I (METER GO)	680,000	680,000	396,662.00	56,666.00	.00	283,338.00	58.3%
	TOTAL WATER & SEWER-TRANSFERS	25,263,000	25,263,000	16,135,530.91	1,971,780.07	.00	9,127,469.09	63.9%
011660 WATER & SEWER-CUST.ACCT.DIV.								

EXPENDITURE REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
641000 OFFICE EQUIPMENT RENT	1,000	1,000	.00	.00	.00	1,000.00	.0%
683200 BANK SERV/TRF FEE	3,500	3,500	2,224.85	328.84	.00	1,275.15	63.6%
6835WT WATER RELATED REFUND	60,000	60,000	16,156.28	.00	.00	43,843.72	26.9%
683800 BANK NSF FEES	1,500	1,500	.00	.00	.00	1,500.00	.0%
683900 OTHER INCOME EXPENSE	5,000	5,000	27.00	.00	.00	4,973.00	.5%
TOTAL WATER & SEWER-CUST.ACCT.DIV	71,000	71,000	18,408.13	328.84	.00	52,591.87	25.9%
TOTAL EXPENSES	25,344,000	25,344,000	16,160,039.04	1,972,108.91	.00	9,183,960.96	
012 2019 TIF B&I-PLANET FITNESS							
012452 TIF B&I-PLANET FIT-GEN OBLIGA							
683200 BANK SERV/TRF FEE	100	100	.00	.00	.00	100.00	.0%
802000 IND/ECON DEV ISSUES-PRINCIPAL	38,685	38,685	.00	.00	.00	38,685.00	.0%
812000 IND/ECON DEV ISSUES-INTEREST	19,928	19,928	.00	.00	.00	19,928.00	.0%
TOTAL TIF B&I-PLANET FIT-GEN OBLI	58,713	58,713	.00	.00	.00	58,713.00	.0%
TOTAL EXPENSES	58,713	58,713	.00	.00	.00	58,713.00	
013 CITY B & I							
013450 CITY B&I-GENERAL OBLIGATIONS							
683000 PROP.TAX COLL. FEES .05	12,000	12,000	6,194.27	1,141.45	.00	5,805.73	51.6%
683100 PROP.TAX COLL. FEES.005	18,000	18,000	13,999.83	144.07	.00	4,000.17	77.8%
802100 5 YEAR NOTE PRINCIPAL	819,285	819,285	819,285.00	.00	.00	.00	100.0%
810000 GENERAL ISSUES-INTEREST	1,980,382	1,980,382	989,743.64	.00	.00	990,638.36	50.0%
812100 5 YEAR NOTE INTEREST	38,633	38,633	23,107.30	.00	.00	15,525.70	59.8%
840000 GENERAL ISSUES	20,000	20,000	4,550.00	.00	.00	15,450.00	22.8%
TOTAL CITY B&I-GENERAL OBLIGATION	2,888,300	2,888,300	1,856,880.04	1,285.52	.00	1,031,419.96	64.3%
TOTAL EXPENSES	2,888,300	2,888,300	1,856,880.04	1,285.52	.00	1,031,419.96	

014 SCHOOL FUND**014599 SCHOOL FUND-MISC.CHARGES**

EXPENDITURE REPORT

FOR 2023 07

014	SCHOOL FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
683000	PROP.TAX COLL. FEES .05	0	0	55,881.38	10,318.31	.00	-55,881.38	100.0%
683100	PROP.TAX COLL. FEES.005	0	0	102,710.88	1,067.47	.00	-102,710.88	100.0%
	TOTAL SCHOOL FUND-MISC.CHARGES	0	0	158,592.26	11,385.78	.00	-158,592.26	100.0%
	TOTAL EXPENSES	0	0	158,592.26	11,385.78	.00	-158,592.26	
017 SUPP. ENVIRONMENTAL PROJECT								
017695 SUPP. ENVIRONMENTAL PROJECT								
699900	SERVICES NOT SPECIFIED	100,000	100,000	.00	.00	.00	100,000.00	.0%
	TOTAL SUPP. ENVIRONMENTAL PROJECT	100,000	100,000	.00	.00	.00	100,000.00	.0%
	TOTAL EXPENSES	100,000	100,000	.00	.00	.00	100,000.00	
018 POLICE & FIREMAN DIS. & RELIEF								
018701 P&FD&R-TRUST AND AGENCY								
682500	PENSION EXPENSE	0	0	83,957.54	.00	.00	-83,957.54	100.0%
683000	PROP.TAX COLL. FEES .05	0	0	2,728.95	466.60	.00	-2,728.95	100.0%
683100	PROP.TAX COLL. FEES.005	0	0	5,718.55	59.76	.00	-5,718.55	100.0%
	TOTAL P&FD&R-TRUST AND AGENCY	0	0	92,405.04	526.36	.00	-92,405.04	100.0%
	TOTAL EXPENSES	0	0	92,405.04	526.36	.00	-92,405.04	
019 POLICE FORFEITURES FUND								
019100 POL.FORFEITURES-POLICE DIV.								
559000	OTHER OPERATING MATL/SPLY	0	16,876	2,618.98	.00	2,834.52	11,422.50	32.3%
559200	OTHER OPER.MATLS-D.A.R.E.	0	21,089	1,919.30	.00	1,257.48	17,912.22	15.1%
681700	EVIDENCE BUY MONEY	0	7,500	.00	.00	.00	7,500.00	.0%
684000	DUES AND MEMBERSHIPS	0	2,500	2,500.00	.00	.00	.00	100.0%
	TOTAL POL.FORFEITURES-POLICE DIV.	0	47,965	7,038.28	.00	4,092.00	36,834.72	23.2%
	TOTAL EXPENSES	0	47,965	7,038.28	.00	4,092.00	36,834.72	

EXPENDITURE REPORT

FOR 2023 07

020	2002 TIF B&I-SOUTHERN POINTE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
020 2002 TIF B&I-SOUTHERN POINTE								
020452 2002 TIF B&I-S/P GEN OBLIGA								
802000	IND/ECON DEV ISSUES-PRINCIPAL	180,000	180,000	180,000.00	.00	.00	.00	100.0%
812000	IND/ECON DEV ISSUES-INTEREST	65,475	65,475	34,920.00	.00	.00	30,555.00	53.3%
842000	IND/ECON DEV ISSUES	2,000	2,000	1,250.00	.00	.00	750.00	62.5%
TOTAL 2002 TIF B&I-S/P GEN OBLIGA		247,475	247,475	216,170.00	.00	.00	31,305.00	87.4%
TOTAL EXPENSES		247,475	247,475	216,170.00	.00	.00	31,305.00	
022 2003 TIF B&I-CHAUVET SQUARE								
022452 2003 TIF B&I-C/S GEN OBLIGA								
802000	IND/ECON DEV ISSUES-PRINCIPAL	155,000	155,000	65,000.00	.00	.00	90,000.00	41.9%
812000	IND/ECON DEV ISSUES-INTEREST	38,790	38,790	33,975.00	.00	.00	4,815.00	87.6%
842000	IND/ECON DEV ISSUES	2,500	2,500	1,000.00	.00	.00	1,500.00	40.0%
TOTAL 2003 TIF B&I-C/S GEN OBLIGA		196,290	196,290	99,975.00	.00	.00	96,315.00	50.9%
TOTAL EXPENSES		196,290	196,290	99,975.00	.00	.00	96,315.00	
023 2006 TIF B&I-TURTLE CROSSING								
023452 2007 TIF B&I-T/C GEN OBLIGA								
802000	IND/ECON DEV ISSUES-PRINCIPAL	105,000	105,000	105,000.00	25,000.00	.00	.00	100.0%
812000	IND/ECON DEV ISSUES-INTEREST	33,685	33,685	33,685.00	4,260.00	.00	.00	100.0%
842000	IND/ECON DEV ISSUES	2,500	2,500	2,250.00	1,000.00	.00	250.00	90.0%
TOTAL 2007 TIF B&I-T/C GEN OBLIGA		141,185	141,185	140,935.00	30,260.00	.00	250.00	99.8%
TOTAL EXPENSES		141,185	141,185	140,935.00	30,260.00	.00	250.00	
024 2008 TIF B&I-LINCOLN CENTER								
024452 2008 TIF B&I-L/C GEN OBLIGA								

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024	2008 TIF B&I-LINCOLN CENTER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
802000	IND/ECON DEV ISSUES-PRINCIPAL	50,000	50,000	50,000.00	.00	.00	.00	100.0%
812000	IND/ECON DEV ISSUES-INTEREST	2,000	2,000	2,000.00	.00	.00	.00	100.0%
842000	IND/ECON DEV ISSUES	1,000	1,000	500.00	.00	.00	500.00	50.0%
	TOTAL 2008 TIF B&I-L/C GEN OBLIGA	53,000	53,000	52,500.00	.00	.00	500.00	99.1%
	TOTAL EXPENSES	53,000	53,000	52,500.00	.00	.00	500.00	
025 2011 TIF B&I-KOHL'S								
025500 CITY B&I TRANSFER								
900001	T/T GENERAL FUND	0	1,255	.00	.00	.00	1,255.00	.0%
	TOTAL CITY B&I TRANSFER	0	1,255	.00	.00	.00	1,255.00	.0%
	TOTAL EXPENSES	0	1,255	.00	.00	.00	1,255.00	
026 2016 TIF B&I-WHISPERING PINES								
026452 2016 TIF B&I-WHISP PINES EXPEN								
802000	IND/ECON DEV ISSUES-PRINCIPAL	190,000	190,000	.00	.00	.00	190,000.00	.0%
812000	IND/ECON DEV ISSUES-INTEREST	90,103	90,103	45,051.25	.00	.00	45,051.75	50.0%
842000	IND/ECON DEV ISSUES	2,000	2,000	1,940.00	.00	.00	60.00	97.0%
	TOTAL 2016 TIF B&I-WHISP PINES EX	282,103	282,103	46,991.25	.00	.00	235,111.75	16.7%
	TOTAL EXPENSES	282,103	282,103	46,991.25	.00	.00	235,111.75	
027 TAX COLLECTOR'S FUND								
027500 TAX COLLECTOR'S-TRANSFERS								
900001	T/T GENERAL FUND	0	0	17,918,769.03	521,419.04	.00	-17,918,769.03	100.0%
900002	T/T PARKS & RECREATION	0	0	895,678.11	18,961.08	.00	-895,678.11	100.0%
900004	T/T LIBRARY	0	0	874,239.00	18,507.23	.00	-874,239.00	100.0%

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027	TAX COLLECTOR'S FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
900012	T/T PLANET FITNESS TIF B&I	0	0	26,485.00	.00	.00	-26,485.00	100.0%
900013	T/T CITY B & I	0	0	2,241,515.32	47,453.13	.00	-2,241,515.32	100.0%
900014	T/T SCHOOL FUND	0	0	17,992,296.04	368,245.75	.00	-17,992,296.04	100.0%
900018	T/T POL/FIRE DIS./RELIEF	0	0	922,557.39	19,563.65	.00	-922,557.39	100.0%
900020	T/T 2002 TIF B&I-S/P	0	0	138,876.00	.00	.00	-138,876.00	100.0%
900022	T/T 2003 TIF B&I-CHAUVET SQ.	0	0	200,000.00	.00	.00	-200,000.00	100.0%
900023	T/T 2007 TIF B&I-T/C	0	0	115,000.00	.00	.00	-115,000.00	100.0%
900026	T/T '16 TIF B&I-WHISPERNG PIN	0	0	167,296.00	.00	.00	-167,296.00	100.0%
900028	T/T 2016 TIF B&I-HBURG CLINIC	0	0	34,040.00	.00	.00	-34,040.00	100.0%
900050	T/T RIDGE AT TURTLE CREEK TIF	0	0	89,571.00	.00	.00	-89,571.00	100.0%
900051	T/T MIDTOWN MARKET	0	0	10,707.00	.00	.00	-10,707.00	100.0%
900052	T/T 2019 TIF B&I-ELAM ARMS MT	0	0	133,642.00	.00	.00	-133,642.00	100.0%
900073	T/T MASS TRANSIT OPER.	0	0	226,271.96	4,790.70	.00	-226,271.96	100.0%
9000EB	T/T GENERAL FD-EXCESS BID	0	0	182,854.03	.00	.00	-182,854.03	100.0%
9000IP	T/T GENERAL FD-INT/PEN	0	0	112,101.60	14,096.08	.00	-112,101.60	100.0%
9000SB	T/T SCHOOL-1988 SCH.BONDS	0	0	2,428,400.08	49,526.19	.00	-2,428,400.08	100.0%
	TOTAL TAX COLLECTOR'S-TRANSFERS	0	0	44,710,299.56	1,062,562.85	.00	-44,710,299.56	100.0%
	TOTAL EXPENSES	0	0	44,710,299.56	1,062,562.85	.00	-44,710,299.56	
028 2016 TIF B&I-HBRG CLINIC MIDTN								
028452 2016 TIF B&I-HBRG CLINIC MIDTN								
802000	IND/ECON DEV ISSUES-PRINCIPAL	53,000	53,000	51,000.00	.00	.00	2,000.00	96.2%
812000	IND/ECON DEV ISSUES-INTEREST	22,605	22,605	24,645.12	.00	.00	-2,040.12	109.0%
	TOTAL 2016 TIF B&I-HBRG CLINIC MI	75,605	75,605	75,645.12	.00	.00	-40.12	100.1%
	TOTAL EXPENSES	75,605	75,605	75,645.12	.00	.00	-40.12	
039 AIRPORT IMPROVEMENT FUND								
039551 AIRPORT IMPR.-AIRPORT DIV								
601500	ENGINEERING	50,000	50,000	7,222.78	.00	.00	42,777.22	14.4%
729502	AIRPORT IMP-FAA	3,700,000	3,236,783	28,620.00	5,321.35	.00	3,208,163.00	.9%
729599	MISC.OTHER IMPROVEMENTS	0	122,500	119,860.00	.00	.00	2,640.00	97.8%
	TOTAL AIRPORT IMPR.-AIRPORT DIV	3,750,000	3,409,283	155,702.78	5,321.35	.00	3,253,580.22	4.6%
	TOTAL EXPENSES	3,750,000	3,409,283	155,702.78	5,321.35	.00	3,253,580.22	

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050	2015A TIF B&I-RIDGE/TURTLE CRK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
050 2015A TIF B&I-RIDGE/TURTLE CRK								
050452 2015A TIF B&I-RIDGE/TURTLE CRK								
802000	IND/ECON DEV ISSUES-PRINCIPAL	75,000	75,000	75,000.00	.00	.00	.00	100.0%
812000	IND/ECON DEV ISSUES-INTEREST	44,413	44,413	44,412.50	21,175.00	.00	.50	100.0%
842000	IND/ECON DEV ISSUES	2,000	2,000	1,940.00	.00	.00	60.00	97.0%
TOTAL 2015A TIF B&I-RIDGE/TURTLE		121,413	121,413	121,352.50	21,175.00	.00	60.50	100.0%
TOTAL EXPENSES		121,413	121,413	121,352.50	21,175.00	.00	60.50	
051 2015B TIF B&I-MIDTOWN MARKET								
051452 2015B TIF B&I-MIDTOWN MARKET								
802000	IND/ECON DEV ISSUES-PRINCIPAL	13,000	13,000	13,000.00	.00	.00	.00	100.0%
812000	IND/ECON DEV ISSUES-INTEREST	7,673	7,673	7,672.50	3,657.50	.00	.50	100.0%
842000	IND/ECON DEV ISSUES	2,000	2,000	1,940.00	.00	.00	60.00	97.0%
TOTAL 2015B TIF B&I-MIDTOWN MARKE		22,673	22,673	22,612.50	3,657.50	.00	60.50	99.7%
TOTAL EXPENSES		22,673	22,673	22,612.50	3,657.50	.00	60.50	
052 2019 TIF B&I-ELAM ARMS MIDTOWN								
052452 2019 TIF B&I ELAM ARMS MIDTOWN								
802000	IND/ECON DEV ISSUES-PRINCIPAL	172,000	172,000	172,000.00	.00	.00	.00	100.0%
812000	IND/ECON DEV ISSUES-INTEREST	119,935	119,935	119,935.00	.00	.00	.00	100.0%
842000	IND/ECON DEV ISSUES	2,500	2,500	2,000.00	.00	.00	500.00	80.0%
TOTAL 2019 TIF B&I ELAM ARMS MIDT		294,435	294,435	293,935.00	.00	.00	500.00	99.8%
TOTAL EXPENSES		294,435	294,435	293,935.00	.00	.00	500.00	
072 MUNICIPAL ROAD & BRIDGE								
072201 MUN.ROAD&BRIDGE-STREET DIV								

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072	MUNICIPAL ROAD & BRIDGE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
601500	ENGINEERING	200,000	202,617	201,969.04	.00	.00	647.72	99.7%
601501	ENGINEERING-I&I STUDY	100,000	31,497	10,535.86	.00	.00	20,961.18	33.5%
601502	ENGINEERING-MIDTOWN	0	110,886	88,392.88	27,870.31	.00	22,493.32	79.7%
602500	LEGAL	0	5,000	2,431.00	835.50	.00	2,569.00	48.6%
636000	STREETS & STRUCTURES R&M	1,240,000	1,190,000	59,960.26	.00	.00	1,130,039.74	5.0%
683200	BANK SERV/TRF FEE	0	0	1,896.68	.00	.00	-1,896.68	100.0%
722509	EDWARDS ST PATHWAY	250,000	250,000	.00	.00	.00	250,000.00	.0%
722512	38TH AVE SIDEWALKS	100,000	100,000	.00	.00	.00	100,000.00	.0%
722522	GORDONS CREEK COMMONS	700,000	536,793	26,708.70	.00	.00	510,084.30	5.0%
723014	LAMAR BLVD-REGIONS	200,000	284,560	284,559.16	.00	.00	.47	100.0%
723025	CTRY.CLUB RD. INTERSECTN.	800,000	799,025	385,686.99	.00	.00	413,338.01	48.3%
723043	MDOT-MARTIN LUTHER KIN	50,000	50,000	29,037.50	.00	.00	20,962.50	58.1%
723099	OTHER STREET IMPR.	284,976	201,391	.00	.00	.00	201,391.37	.0%
TOTAL MUN.ROAD&BRIDGE-STREET DIV		3,924,976	3,761,769	1,091,178.07	28,705.81	.00	2,670,590.93	29.0%
TOTAL EXPENSES		3,924,976	3,761,769	1,091,178.07	28,705.81	.00	2,670,590.93	
073 MASS TRANSIT FUND								
073570 MASS TRANSIT-TRANSPORTATION								
400000	REGULAR WAGES	915,790	915,790	468,599.73	63,169.72	.00	447,190.27	51.2%
430000	OVERTIME	65,000	65,000	33,956.03	4,968.36	.00	31,043.97	52.2%
460000	STATE RETIREMENT	170,660	170,660	86,246.28	11,856.00	.00	84,413.72	50.5%
470000	F.I.C.A. TAXES	75,030	75,030	37,665.13	5,098.72	.00	37,364.87	50.2%
480000	HOSPITALIZATION INS.	201,600	201,600	94,000.00	12,000.00	.00	107,600.00	46.6%
490000	UNEMPLOYMENT BENEFITS	6,500	6,500	.00	.00	.00	6,500.00	.0%
491000	WORKMAN'S COMPENSATION	18,000	18,000	.00	.00	.00	18,000.00	.0%
500300	PAPER	500	1,000	492.00	.00	485.12	22.88	97.7%
500500	PRINTED FORMS	100	100	.00	.00	.00	100.00	.0%
501000	OTHER EXPENDABLE OFF.SPL	1,500	1,500	234.36	.00	348.73	916.91	38.9%
502000	MINOR OFFICE EQUIP/FURN.	5,000	5,000	.00	.00	1,640.59	3,359.41	32.8%
505000	SUBSCRIPTIONS,MAGS,MAPS	200	200	.00	.00	.00	200.00	.0%
508000	COMPUTER SUPPLIES	2,500	2,000	502.00	.00	1,443.91	54.09	97.3%
510000	CLEANING/JANITORIAL SPLY	3,000	3,000	.00	.00	.00	3,000.00	.0%
511100	SUPPLIES - COVID 19	5,710	5,710	2,356.43	1,820.05	.00	3,353.57	41.3%
511500	FOOD	200	200	.00	.00	.00	200.00	.0%
513000	CHEMICALS	100	100	.00	.00	.00	100.00	.0%
525000	GAS AND OIL	13,000	13,300	15,899.01	.00	.00	-2,599.01	119.5%
525500	LUBRICANTS	1,000	1,000	382.17	.00	513.87	103.96	89.6%

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073	MASS TRANSIT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
525700	DIESEL FUEL	114,000	114,000	83,692.02	.00	.00	30,307.98	73.4%
526000	OTHER FUEL	300	0	.00	.00	.00	.00	.0%
535500	WEARING APPAREL	2,000	2,000	.00	.00	.00	2,000.00	.0%
540500	CONCRETE, CEMENT, ETC.	100	100	.00	.00	.00	100.00	.0%
545000	HAND TOOLS	6,000	6,000	1,754.72	.00	1,415.46	2,829.82	52.8%
546000	MINOR EQUIPMENT	6,000	6,000	.00	.00	740.35	5,259.65	12.3%
559000	OTHER OPERATING MATL/SPLY	700	700	.00	.00	182.80	517.20	26.1%
560000	BUILDING MATERIALS & SPLY	1,000	1,000	.00	.00	.00	1,000.00	.0%
560500	ELECTRICAL SUPPLIES	500	500	.00	.00	.00	500.00	.0%
561000	PLUMBING SUPPLIES	500	500	.00	.00	.00	500.00	.0%
565000	PAINT AND PAINTING SPLY.	500	500	.00	.00	.00	500.00	.0%
570000	MTR VEHICLE REP. PTS/SPL	2,500	4,300	4,036.35	.00	151.80	111.85	97.4%
571001	REPAIR PARTS - FIXED ROUTE	60,000	73,200	23,344.79	1,121.99	7,391.28	42,463.93	42.0%
571002	REPAIR PARTS - PARATRANSIT	15,000	15,000	3,591.31	1,817.59	1,191.63	10,217.06	31.9%
575000	COMMUNICATION REPAIR PTS	1,500	1,500	125.00	125.00	.00	1,375.00	8.3%
599000	OTHER REPAIR/MAINT. SPL.	3,000	3,000	1,445.33	.00	310.84	1,243.83	58.5%
602000	CONSULTANT SERV/SURVEYS	45,375	14,109	.00	.00	.00	14,109.00	.0%
602100	BUILDING SECURITY	1,000	1,000	359.40	.00	.00	640.60	35.9%
604900	OTHER PROFESSIONAL SERV.	5,000	2,200	1,829.19	.00	265.60	105.21	95.2%
606000	TELEPHONE AND TELEGRAPH	6,500	8,500	6,844.53	469.24	.00	1,655.47	80.5%
607000	POSTAGE	200	200	.00	.00	.00	200.00	.0%
609900	OTHER COMMUNICATION EXP.	20,200	18,200	.00	.00	9,325.63	8,874.37	51.2%
611000	TRAVEL EXPENSE	4,000	4,000	.00	.00	.00	4,000.00	.0%
612000	FREIGHT	1,000	1,000	30.00	.00	.00	970.00	3.0%
615000	ADVERTISING	7,000	5,200	68.12	.00	.00	5,131.88	1.3%
620000	PRINTING	3,000	3,000	30.50	.00	48.50	2,921.00	2.6%
625500	PUBLIC LIAB/PROPERTY DAM	61,000	69,266	69,266.00	.00	.00	.00	100.0%
630500	ELECTRICITY	19,000	19,000	12,087.21	1,398.55	.00	6,912.79	63.6%
635000	BUILDING R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%
635500	ELECTRICAL R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%
636500	OFFICE EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
638400	MOTOR VEHICLE EQ. R&M	2,000	2,000	1,846.43	.00	.00	153.57	92.3%
638501	BUS EQUIP R&M-FIXED ROUTE	90,000	121,300	37,762.43	2,614.57	48,744.83	34,792.74	71.3%
638502	BUS EQUIP R&M-PARATRANSIT	30,000	30,000	11,492.87	7,128.04	15,228.36	3,278.77	89.1%
639000	COMMUNICATION EQ. R&M	2,500	2,500	.00	.00	.00	2,500.00	.0%
639400	DISINFECT./EXTERMINATION	250	250	96.00	.00	.00	154.00	38.4%
639600	SIGN PAINTING	1,200	1,200	.00	.00	.00	1,200.00	.0%
639800	TOW IN CHARGES	2,000	4,800	3,800.00	500.00	.00	1,000.00	79.2%
639900	OTHER REPAIRS AND MAINT.	2,500	2,500	523.23	.00	.00	1,976.77	20.9%
643000	UNIFORM RENT	11,500	11,500	5,329.04	568.15	.00	6,170.96	46.3%
644900	OTHER RENT	500	500	.00	.00	.00	500.00	.0%
683000	PROP.TAX COLL. FEES .05	750	750	625.39	115.24	.00	124.61	83.4%
683100	PROP.TAX COLL. FEES.005	1,500	1,500	1,413.40	14.54	.00	86.60	94.2%
684000	DUES AND MEMBERSHIPS	700	700	.00	.00	.00	700.00	.0%

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073	MASS TRANSIT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
684500	REGISTRATION FEE/TUITION	200	200	.00	.00	.00	200.00	.0%
686800	JARC-OPERATIONS	90,000	90,000	56,298.00	.00	.00	33,702.00	62.6%
687000	CUSTODIAL SERVICE	4,500	6,300	2,472.00	424.00	3,816.00	12.00	99.8%
710024	BUS SHELTERS	256,061	256,061	141,414.88	141,414.88	.00	114,646.12	55.2%
710027	MASS TRANSIT FACILITY	143,194	143,194	.00	.00	.00	143,194.00	.0%
710029	TRANSIT FACILITY ARCHIT/DESIG	121,538	121,538	.00	.00	.00	121,538.00	.0%
729553	BUS SHELTER INFRAS-533	900,000	900,000	900,000.00	198,308.54	.00	.00	100.0%
733400	FAREBOX MEDIA EQUIPMENT	276,000	276,000	.00	.00	.00	276,000.00	.0%
733600	SURVEILLANCE/SECURITY EQUIPMEN	7,760	7,760	.00	.00	.00	7,760.00	.0%
740000	AUTOMOBILES	29,044	29,044	.00	.00	.00	29,044.00	.0%
741000	BUSES	1,287,400	1,287,400	.00	.00	1,008,000.00	279,400.00	78.3%
	TOTAL MASS TRANSIT-TRANSPORTATION	5,136,862	5,160,162	2,111,911.28	454,933.18	1,101,245.30	1,947,005.42	62.3%
	TOTAL EXPENSES	5,136,862	5,160,162	2,111,911.28	454,933.18	1,101,245.30	1,947,005.42	
075 WATER&SEWER CONSTRUCTION FUND								
075695 W&S CONSTR.-CAPITAL PROJECTS								
601500	ENGINEERING	1,000,000	950,000	924,676.43	33,931.48	.00	25,323.57	97.3%
601501	ENGINEERING-I&I STUDY	0	50,000	35,312.50	.00	.00	14,687.50	70.6%
722001	HALL AVENUE SEWER	0	356,329	356,328.72	.00	.00	.00	100.0%
722002	LONGLEAF HEIGHTS NORTH	50,000	443,114	443,114.40	.00	.00	.00	100.0%
722005	MIDTOWN SEWER PROJECT	1,340,000	1,628,834	1,628,833.96	.00	.00	.00	100.0%
724529	EAST JERUSALEM AREA	50,000	167,400	167,399.88	.00	.00	.12	100.0%
724599	PROGRAMMED WATER PROJ.	2,772,895	1,382,416	.00	.00	.00	1,382,415.79	.0%
729569	WTR PLANT #1 REHAB-PHASE I	0	1,305,102	618,596.14	7,890.00	.00	686,505.99	47.4%
729570	WTR PLANT #1 REHAB-PHASE II	0	1,605,000	.00	.00	.00	1,605,000.00	.0%
	TOTAL W&S CONSTR.-CAPITAL PROJECT	5,212,895	7,888,195	4,174,262.03	41,821.48	.00	3,713,932.97	52.9%
	TOTAL EXPENSES	5,212,895	7,888,195	4,174,262.03	41,821.48	.00	3,713,932.97	
077 COMMUNITY CENTERS' FUND								
077650 COMMUNITY CTR-ADMIN/GENERAL								
400000	REGULAR WAGES	413,910	413,910	231,444.50	32,354.43	.00	182,465.50	55.9%
430000	OVERTIME	11,000	11,000	7,173.85	608.86	.00	3,826.15	65.2%

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077	COMMUNITY CENTERS' FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
460000	STATE RETIREMENT	73,940	73,940	41,534.08	5,735.62	.00	32,405.92	56.2%
470000	F.I.C.A. TAXES	32,510	32,510	17,797.92	2,442.66	.00	14,712.08	54.7%
480000	HOSPITALIZATION INS.	109,200	109,200	54,800.00	6,600.00	.00	54,400.00	50.2%
490000	UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000	WORKMAN'S COMPENSATION	13,500	13,500	.00	.00	.00	13,500.00	.0%
501000	OTHER EXPENDABLE OFF.SPL	500	500	133.84	133.84	.00	366.16	26.8%
510000	CLEANING/JANITORIAL SPLY	15,000	15,000	10,181.36	1,247.36	653.28	4,165.36	72.2%
512000	MEDICAL SUPPLIES	250	250	.00	.00	.00	250.00	.0%
525000	GAS AND OIL	3,500	3,500	1,223.74	.00	.00	2,276.26	35.0%
535500	WEARING APPAREL	400	400	.00	.00	.00	400.00	.0%
544000	HORT./LANDSCAPING SPLY.	2,250	2,250	168.00	.00	.00	2,082.00	7.5%
546000	MINOR EQUIPMENT	6,500	7,500	6,893.71	221.42	.00	606.29	91.9%
559000	OTHER OPERATING MATL/SPLY	2,000	2,000	.00	.00	.00	2,000.00	.0%
560000	BUILDING MATERIALS & SPLY	2,500	2,500	384.00	.00	.00	2,116.00	15.4%
560500	ELECTRICAL SUPPLIES	5,000	4,000	2,195.23	598.22	410.00	1,394.77	65.1%
561000	PLUMBING SUPPLIES	3,500	3,500	.00	.00	543.13	2,956.87	15.5%
565000	PAINT AND PAINTING SPLY.	800	800	.00	.00	.00	800.00	.0%
570000	MTR VEHICLE REP. PTS/SPL	2,500	2,500	39.00	.00	.00	2,461.00	1.6%
599000	OTHER REPAIR/MAINT. SPL.	1,000	1,000	.00	.00	.00	1,000.00	.0%
600100	PROF SERVICES - COVID 19	13,400	9,400	.00	.00	.00	9,400.00	.0%
604900	OTHER PROFESSIONAL SERV.	15,000	15,000	7,636.80	1,187.70	5,491.66	1,871.54	87.5%
606000	TELEPHONE AND TELEGRAPH	2,000	2,000	443.02	63.38	.00	1,556.98	22.2%
611000	TRAVEL EXPENSE	500	500	.00	.00	.00	500.00	.0%
630000	GAS	14,000	14,000	14,612.96	1,687.18	.00	-612.96	104.4%
630500	ELECTRICITY	72,000	72,000	41,592.00	3,367.23	.00	30,408.00	57.8%
635000	BUILDING R&M	17,500	14,500	3,333.28	2,873.28	.00	11,166.72	23.0%
635700	PLUMBING EQUIPMENT R&M	2,000	2,000	95.00	.00	.00	1,905.00	4.8%
637000	HOUSEHOLD EQUIPMENT R&M	9,000	9,000	2,261.41	.00	.00	6,738.59	25.1%
638000	FIXED EQUIPMENT R&M	13,150	13,150	10,811.53	.00	.00	2,338.47	82.2%
638200	MINOR EQUIPMENT R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%
638400	MOTOR VEHICLE EQ. R&M	3,500	3,500	588.03	.00	.00	2,911.97	16.8%
639200	CLEANING AND PAINTING	8,000	15,000	13,295.00	.00	.00	1,705.00	88.6%
639400	DISINFECT./EXTERMINATION	6,000	6,000	1,424.00	360.00	.00	4,576.00	23.7%
639800	TOW IN CHARGES	250	250	150.00	.00	.00	100.00	60.0%
639900	OTHER REPAIRS AND MAINT.	3,000	3,000	1,761.75	.00	425.00	813.25	72.9%
643000	UNIFORM RENT	8,000	8,000	5,120.15	878.04	.00	2,879.85	64.0%
644900	OTHER RENT	500	500	.00	.00	.00	500.00	.0%
684500	REGISTRATION FEE/TUITION	800	800	.00	.00	.00	800.00	.0%
699900	SERVICES NOT SPECIFIED	1,000	1,000	770.00	165.00	.00	230.00	77.0%
715010	REC CENTER OLD YMCA	20,000	20,000	.00	.00	.00	20,000.00	.0%
715014	CULTURAL CENTER	28,000	23,000	.00	.00	6,500.00	16,500.00	28.3%
715019	JDS COM CTR(CEILING/FLOOR	10,000	15,000	11,500.00	.00	.00	3,500.00	76.7%
715021	CE ROY/5TH STREET	7,500	7,500	.00	.00	.00	7,500.00	.0%
732000	HOUSEHOLD FURN/EQUIP.	5,000	5,000	.00	.00	700.00	4,300.00	14.0%
TOTAL COMMUNITY CTR-ADMIN/GENERAL		962,360	962,360	489,364.16	60,524.22	14,723.07	458,272.77	52.4%
TOTAL EXPENSES		962,360	962,360	489,364.16	60,524.22	14,723.07	458,272.77	

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079	COVID FISCAL RECOVERY FUNDS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
079 COVID FISCAL RECOVERY FUNDS								
079605 COVID FISCAL RECOVERY EXPENSES								
743500	FIRE TRUCKS	1,297,568	1,297,568	.00	.00	.00	1,297,568.00	.0%
746000	SANITATION TRUCKS	1,345,000	0	.00	.00	.00	.00	.0%
790000	CAPITAL PROJECTS-GRANT RELATE	10,233,254	11,578,240	.00	.00	.00	11,578,240.00	.0%
	TOTAL COVID FISCAL RECOVERY EXPEN	12,875,822	12,875,808	.00	.00	.00	12,875,808.00	.0%
	TOTAL EXPENSES	12,875,822	12,875,808	.00	.00	.00	12,875,808.00	
082 COMMUNITY DEVELOP. BLOCK GRANT								
082285 CDBG-ENTITLEMENTS								
400000	REGULAR WAGES	239,330	239,330	87,552.95	13,198.02	.00	151,777.05	36.6%
460000	STATE RETIREMENT	41,650	41,650	15,234.24	2,296.46	.00	26,415.76	36.6%
470000	F.I.C.A. TAXES	18,310	18,310	6,601.50	991.09	.00	11,708.50	36.1%
480000	HOSPITALIZATION INS.	50,400	50,400	12,436.56	2,655.66	.00	37,963.44	24.7%
490000	UNEMPLOYMENT BENEFITS	500	500	.00	.00	.00	500.00	.0%
491000	WORKMAN'S COMPENSATION	3,800	3,800	.00	.00	.00	3,800.00	.0%
500300	PAPER	500	500	88.89	.00	.00	411.11	17.8%
501000	OTHER EXPENDABLE OFF.SPL	1,500	1,500	46.76	46.76	42.75	1,410.49	6.0%
502000	MINOR OFFICE EQUIP/FURN.	850	850	135.97	.00	149.99	564.04	33.6%
505000	SUBSCRIPTIONS,MAGS,MAPS	250	275	.00	.00	.00	275.00	.0%
507000	BOOKS	300	275	.00	.00	.00	275.00	.0%
525000	GAS AND OIL	1,200	1,200	622.54	.00	.00	577.46	51.9%
535500	WEARING APPAREL	250	250	.00	.00	.00	250.00	.0%
546000	MINOR EQUIPMENT	300	300	.00	.00	.00	300.00	.0%
559000	OTHER OPERATING MATL/SPLY	300	300	.00	.00	.00	300.00	.0%
559100	OTHER OPER.MATLS-FULL R	100	100	.00	.00	.00	100.00	.0%
559200	OTHER OPER.MATLS-D.A.R.E.	100	100	.00	.00	.00	100.00	.0%
570000	MTR VEHICLE REP. PTS/SPL	2,600	2,600	1,034.50	616.75	339.10	1,226.40	52.8%
602006	HOME ARP ADMIN	0	30,000	25,000.00	.00	.00	5,000.00	83.3%
604901	TOURISM COMMISSION	691,454	691,454	.00	.00	.00	691,454.00	.0%
604903	COMM.HOUSING DEV. ORG.	189,196	189,196	11,090.00	.00	.00	178,106.00	5.9%
604906	RECORDING FEES	300	300	26.00	.00	.00	274.00	8.7%
604910	PUB.SERV.GRANT EXPENSE	50,000	1,000	.00	.00	.00	1,000.00	.0%

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082	COMMUNITY DEVELOP. BLOCK GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
604914	FACADE IMPR.PROGRAM	30,000	0	.00	.00	.00	.00	.0%
604999	OTHER	1,300	50,300	45,245.00	.00	.00	5,055.00	90.0%
606000	TELEPHONE AND TELEGRAPH	900	900	.00	.00	.00	900.00	.0%
611000	TRAVEL EXPENSE	3,900	3,900	1,407.48	-25.02	.00	2,492.52	36.1%
615000	ADVERTISING	900	900	249.60	.00	.00	650.40	27.7%
638400	MOTOR VEHICLE EQ. R&M	1,000	1,000	159.95	.00	.00	840.05	16.0%
641000	OFFICE EQUIPMENT RENT	2,500	2,500	2,321.48	1,809.51	.00	178.52	92.9%
684000	DUES AND MEMBERSHIPS	400	400	.00	.00	.00	400.00	.0%
684500	REGISTRATION FEE/TUITION	2,000	2,000	-200.00	.00	.00	2,200.00	-10.0%
725401	CDBG FULL REHAB	0	650	650.00	.00	.00	.00	100.0%
725402	CDBG HOUSING REPR	0	577,500	404,766.00	44,435.00	.00	172,734.00	70.1%
725403	HOME FULL REHAB	0	11,711	.00	.00	.00	11,711.00	.0%
7900EN	MISC PROJECTS-ENTITLEMENT	0	106,600	.00	.00	.00	106,600.00	.0%
7900HM	MISC PROJECTS-HOME	0	810,755	.00	.00	.00	810,755.00	.0%
TOTAL CDBG-ENTITLEMENTS		1,336,090	2,843,306	614,469.42	66,024.23	531.84	2,228,304.74	21.6%
TOTAL EXPENSES		1,336,090	2,843,306	614,469.42	66,024.23	531.84	2,228,304.74	
086 SPEC SALES TAX-P&R/UNIV IMPROV								
086300 SPEC SALES TAX/RECREATION MAIN								
400000	REGULAR WAGES	41,560	41,560	23,076.90	3,076.92	.00	18,483.10	55.5%
460000	STATE RETIREMENT	7,240	7,240	4,015.35	535.38	.00	3,224.65	55.5%
470000	F.I.C.A. TAXES	3,180	3,180	1,765.38	235.38	.00	1,414.62	55.5%
491000	WORKMAN'S COMPENSATION	1,000	1,000	.00	.00	.00	1,000.00	.0%
729504	SULLIVAN PARK SPLASH PA	221	221	.00	.00	.00	221.00	.0%
729506	HBURG AMERICAN ARTS CENTER	0	20,045	.00	.00	.00	20,045.00	.0%
729507	TATUM TENNIS RENOVATION	0	1,850	.00	.00	.00	1,850.00	.0%
7295PR	CAPITAL PROJECTS	3,496,500	8,264,640	4,281,970.21	799,356.14	127,729.40	3,854,940.39	53.4%
TOTAL SPEC SALES TAX/RECREATION M		3,549,701	8,339,736	4,310,827.84	803,203.82	127,729.40	3,901,178.76	53.2%
086602 SPEC SALES TAX P&R/UNIV IMPROV								
602500	LEGAL	0	89,206	.00	.00	.00	89,206.00	.0%
604901	TOURISM COMMISSION	1,496,500	1,325,000	1,009,679.44	143,202.45	.00	315,320.56	76.2%
683200	BANK SERV/TRF FEE	0	0	349.28	152.70	.00	-349.28	100.0%
TOTAL SPEC SALES TAX P&R/UNIV IMP		1,496,500	1,414,206	1,010,028.72	143,355.15	.00	404,177.28	71.4%
TOTAL EXPENSES		5,046,201	9,753,942	5,320,856.56	946,558.97	127,729.40	4,305,356.04	

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087	INDUSTRIAL PARK DEVELOPMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
087 INDUSTRIAL PARK DEVELOPMENT								
087601 INDUSTRIAL PK-G.O.ACQUISITIONS								
600500	ADMINISTRATIVE FEE	0	0	1,750.00	.00	.00	-1,750.00	100.0%
601000	AUDITING AND ACCOUNTING	0	0	7,950.00	.00	.00	-7,950.00	100.0%
601500	ENGINEERING	0	0	17,077.50	.00	.00	-17,077.50	100.0%
602001	ECONOMIC DEVELOPMENT CONSULTI	0	0	360,000.00	120,000.00	.00	-360,000.00	100.0%
602500	LEGAL	0	0	17,966.62	.00	.00	-17,966.62	100.0%
	TOTAL INDUSTRIAL PK-G.O.ACQUISITI	0	0	404,744.12	120,000.00	.00	-404,744.12	100.0%
	TOTAL EXPENSES	0	0	404,744.12	120,000.00	.00	-404,744.12	
088 PUBLIC SAFETY/REC CONSTRUCTION								
088603 PUBLIC SAFETY/REC CONSTRUCTION								
710022	POLICE DEPARTMENT	614,000	614,000	217,829.45	.00	.00	396,170.55	35.5%
729501	HALL AVENUE OVERPASS	11,267,000	28,916,591	6,451,310.81	2,032,677.74	.00	22,465,280.19	22.3%
729575	GORDONS CRK BANK STABILIZATIO	0	300,000	112,283.16	112,283.16	.00	187,716.84	37.4%
	TOTAL PUBLIC SAFETY/REC CONSTRUCT	11,881,000	29,830,591	6,781,423.42	2,144,960.90	.00	23,049,167.58	22.7%
	TOTAL EXPENSES	11,881,000	29,830,591	6,781,423.42	2,144,960.90	.00	23,049,167.58	
093 2016 W&S SYSTEM PROJECT								
093695 2016 W&S SYSTEMS PROJ-CONSTRUC								
722075	CIPP SEWER VARIOUS LOCATIONS	0	0	143,635.25	.00	.00	-143,635.25	100.0%
729599	MISC.OTHER IMPROVEMENTS	1,700,000	1,676,138	.00	.00	.00	1,676,138.00	.0%
	TOTAL 2016 W&S SYSTEMS PROJ-CONST	1,700,000	1,676,138	143,635.25	.00	.00	1,532,502.75	8.6%
	TOTAL EXPENSES	1,700,000	1,676,138	143,635.25	.00	.00	1,532,502.75	
094 2012 W&S REVENUE BOND CONST								
094500 '12 W&S BOND CONST-TRANSFERS								

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094	2012 W&S REVENUE BOND CONST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
900010	T/T WATER & SEWER B&I	0	65	.00	.00	.00	65.00	.0%
	TOTAL '12 W&S BOND CONST-TRANSFER	0	65	.00	.00	.00	65.00	.0%
	TOTAL EXPENSES	0	65	.00	.00	.00	65.00	
095 2019 FIRE STATION CONSTRUCTION								
095635 2019 FIRE STATION CONSTRUCTION								
715002	FIRE STATION #2	946,000	946,441	.00	.00	.00	946,441.00	.0%
	TOTAL 2019 FIRE STATION CONSTRUCT	946,000	946,441	.00	.00	.00	946,441.00	.0%
	TOTAL EXPENSES	946,000	946,441	.00	.00	.00	946,441.00	
097 INFRA IMPROVE-INTRNT SALES TAX								
097201 INFRA IMPROVE-INTRNT SALES TAX								
721006	N 28TH AVE BRIDGE	0	657,418	543,979.35	2,407.50	.00	113,438.55	82.7%
723029	HARDY ST ROUNDABOUT	0	419,676	419,676.29	.00	.00	.00	100.0%
723057	LINCOLN RD PAVING/OVERLAY	0	407,943	407,466.21	.00	.00	476.36	99.9%
723099	OTHER STREET IMPR.	2,089,063	4,187,976	171,885.06	31,926.74	.00	4,016,091.18	4.1%
	TOTAL INFRA IMPROVE-INTRNT SALES	2,089,063	5,673,013	1,543,006.91	34,334.24	.00	4,130,006.09	27.2%
	TOTAL EXPENSES	2,089,063	5,673,013	1,543,006.91	34,334.24	.00	4,130,006.09	
098 K.P.ZOO CAPITAL IMPROVEMENT								
098341 K.P.ZOO CAPITAL-KPZ								
729599	MISC.OTHER IMPROVEMENTS	2,370	2,369	.00	.00	.00	2,369.00	.0%
	TOTAL K.P.ZOO CAPITAL-KPZ	2,370	2,369	.00	.00	.00	2,369.00	.0%
	TOTAL EXPENSES	2,370	2,369	.00	.00	.00	2,369.00	
105 2013 W&S BOND CONSTRUCTION								

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105	2013 W&S BOND CONSTRUCTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
105500 '13 W&S BOND CONST-TRANSFERS								
900010	T/T WATER & SEWER B&I	0	572	.00	.00	.00	572.00	.0%
	TOTAL '13 W&S BOND CONST-TRANSFER	0	572	.00	.00	.00	572.00	.0%
	TOTAL EXPENSES	0	572	.00	.00	.00	572.00	
107 SPECIAL SALES TAX-T&A								
107706 SPEC.SALES TAX-T&A EXPEND.								
604901	TOURISM COMMISSION	0	0	530,996.85	78,325.04	.00	-530,996.85	100.0%
604902	CONVENTION COMMISSION	0	0	3,930,783.73	550,781.26	.00	-3,930,783.73	100.0%
	TOTAL SPEC.SALES TAX-T&A EXPEND.	0	0	4,461,780.58	629,106.30	.00	-4,461,780.58	100.0%
	TOTAL EXPENSES	0	0	4,461,780.58	629,106.30	.00	-4,461,780.58	
109 GROUP INSURANCE TRUST FUND								
109704 GROUP INS.TRUST-T&A EXPEND.								
683200	BANK SERV/TRF FEE	0	0	36.00	.00	.00	-36.00	100.0%
683300	ADMIN PAID	0	0	438,624.10	72,544.26	.00	-438,624.10	100.0%
683400	CLAIMS PAID	0	0	2,568,958.40	380,035.32	.00	-2,568,958.40	100.0%
	TOTAL GROUP INS.TRUST-T&A EXPEND.	0	0	3,007,618.50	452,579.58	.00	-3,007,618.50	100.0%
	TOTAL EXPENSES	0	0	3,007,618.50	452,579.58	.00	-3,007,618.50	
	GRAND TOTAL	170,175,808	213,307,414	141,176,043.80	16,449,010.81	3,887,022.24	68,244,347.96	68.0%

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REPORT OPTIONS

Find Criteria	
Field Name	Field Value
Org	
Object	
Project	
Rollup code	
Account type	Expense
Account status	

REVENUE REPORT

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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
001 General Fund						
001001 REVENUES						
206500 HOUSING AUTHORITY	-23,500	-23,500	-10,740.65	.00	-12,759.35	45.7%
220000 PRIVILEGE LICENSES	-140,000	-140,000	-65,639.65	-4,038.90	-74,360.35	46.9%
220100 PROPANE RETAIL LICENSE FEE	0	0	-43.75	.00	43.75	100.0%
221100 ELECTRICAL FRANCHISE	-2,900,000	-2,900,000	-1,049,288.48	633,074.89	-1,850,711.52	36.2%
221200 SOLID WASTE OPER/FRANCHISE	-160,000	-160,000	-94,407.19	-6,910.31	-65,592.81	59.0%
221400 FIBER INFRASTRUCTURE-UNITI FI	-7,500	-7,500	-4,843.45	.00	-2,656.55	64.6%
221500 GAS FRANCHISE	-170,000	-170,000	-85,518.60	.00	-84,481.40	50.3%
221800 CSPIRE FIBER-TELEPAK FRANCHIS	-3,000	-3,000	-1,363.20	.00	-1,636.80	45.4%
221900 CABLE T.V. FRANCHISE	-360,000	-360,000	-157,183.83	.00	-202,816.17	43.7%
222100 BUILDING PERMIT/INSPECTION	-360,000	-360,000	-373,174.00	-51,194.00	13,174.00	103.7%
222300 SIGN PERMIT	-18,000	-18,000	-7,511.00	-475.00	-10,489.00	41.7%
222400 LAND CODE ENFORCEMENT	-15,000	-15,000	-9,175.00	-925.00	-5,825.00	61.2%
222500 GAS & PLUMBING	-12,000	-12,000	-4,950.00	-650.00	-7,050.00	41.3%
222600 ELECTRICAL INSPECTION	-12,000	-12,000	-5,096.00	-798.00	-6,904.00	42.5%
222700 DEMOLITION PERMIT	-1,000	-1,000	-600.00	-100.00	-400.00	60.0%
222800 HOUSE MOVING	-1,000	-1,000	-1,050.00	-300.00	50.00	105.0%
223400 PROPERTY CLEAN-UP COST	-150,000	-150,000	-55,591.27	.00	-94,408.73	37.1%
223600 WRECKER REGISTRATION FEE	-500	-500	-125.00	.00	-375.00	25.0%
223700 BURN OR MISC FIRE PERMITS	-2,000	-2,000	-1,600.00	-275.00	-400.00	80.0%
223800 AMBULANCE PERMIT	-900	-900	-900.00	.00	.00	100.0%
223900 TRANSIENT VENDOR FEES	-1,000	-1,000	-2,250.00	-250.00	1,250.00	225.0%
224500 ZONING CERTIFICATE FEE	-13,000	-13,000	-5,250.00	-250.00	-7,750.00	40.4%
225500 CONTRACTOR LICENSE FEE	0	0	-75.00	-25.00	75.00	100.0%
225600 GOLF CART REGISTRATION	0	0	-5,300.00	-200.00	5,300.00	100.0%
229000 NSF CHECK FEE	-120	-120	-80.00	.00	-40.00	66.7%
229900 MISC. PERMITS & FEES	-60,000	-60,000	-66,995.00	-4,679.00	6,995.00	111.7%
230100 HHS.-SAMHSA GRANT	-481,537	-481,537	-104,289.19	.00	-377,247.81	21.7%
230700 JUST.-OTHER	-12,400	-12,400	-5,145.18	.00	-7,254.82	41.5%
231100 JUST.-BYRNE GRANTS	-43,804	-43,804	-22,282.00	.00	-21,522.00	50.9%
231600 JUST.-COPS HIRING RECOVERY	-163,337	-163,337	.00	.00	-163,337.00	.0%
231700 JUST.-UNIVERSAL COPS	-65,979	-65,979	-4,849.98	.00	-61,129.02	7.4%
232100 HHS-HDDTA NARCOTICS GRANT	-27,580	-27,580	-10,470.31	.00	-17,109.69	38.0%
233700 FEMA RELIEF	-700,000	-700,000	-84,593.85	.00	-615,406.15	12.1%
236200 HUD-LEAD HAZARD REDUCT GRANT	-462,114	-462,114	.00	.00	-462,114.00	.0%
250500 ARCHIVES & HISTORY	-102,400	-102,400	-102,400.00	.00	.00	100.0%
251500 POLICE ACADEMY REIMB.	-55,000	-55,000	-44,000.00	.00	-11,000.00	80.0%
251800 SOLID WASTE GRANT	-75,000	-75,000	-75,000.00	.00	.00	100.0%

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
252600 STOP VIOLENCE GRANT	-41,748	-41,748	-18,220.71	.00	-23,527.29	43.6%
2526MC STOP VIOLENCE-MUNI COURT GRAN	-70,526	-70,526	-17,436.51	.00	-53,089.49	24.7%
252700 ALCOHOL INCENTIVE	-83,854	-83,854	-30,886.75	.00	-52,967.25	36.8%
260000 GENERAL SALES TAX	-25,500,000	-25,500,000	-16,037,162.93	-2,146,026.07	-9,462,837.07	62.9%
260100 CITY UTILITY TAX	-30,000	-30,000	-16,817.60	-1,961.01	-13,182.40	56.1%
261000 ALCOHOLIC BEV. LICENSE	-160,000	-160,000	-102,600.00	-19,950.00	-57,400.00	64.1%
267000 MPO-METROPOLITAN PLANNING	-373,063	-373,063	-61,037.46	-31,808.54	-312,025.54	16.4%
270900 LAMAR/FORREST-HAZ.WASTE PROJ	-3,000	-3,000	.00	.00	-3,000.00	.0%
285500 CRIME SCENE UNIT CONT AGRMT	-40,000	-40,000	.00	.00	-40,000.00	.0%
287000 POLICE/FIRE-SPECIAL DUTY	-220,000	-220,000	-79,046.50	-9,101.50	-140,953.50	35.9%
288300 US MARSHALL O/T REIMB.	-12,000	-12,000	-8,126.28	-4,695.03	-3,873.72	67.7%
288400 FED BUREAU INVEST O/T REIMB.	-3,000	-3,000	.00	.00	-3,000.00	.0%
289500 METRO CRIME SCENE FEES	0	0	-45,000.00	-45,000.00	45,000.00	100.0%
291000 PARKING METERS	-800	-800	-304.55	-39.75	-495.45	38.1%
295100 RECYCLING PICK UP	-115,000	-115,000	-67,714.70	-9,151.06	-47,285.30	58.9%
296000 TRASH HAULING	-160,000	-160,000	-96,557.26	-8,792.26	-63,442.74	60.3%
296500 RESIDENTL WASTE COLLECTN	-2,050,000	-2,050,000	-1,160,673.20	-154,899.33	-889,326.80	56.6%
331000 MUNICIPAL COURT COLLECTIONS	-1,000	-1,000	.00	.00	-1,000.00	.0%
332000 POLICE FINES	-115,000	-115,000	7,131.87	934.53	-122,131.87	-6.2%
332100 CITY COURT COSTS	-85,000	-85,000	-33,240.38	-5,894.99	-51,759.62	39.1%
332200 CCC-JAIL REIMB.	0	0	-32.70	-.86	32.70	100.0%
332700 ANIMAL CONTROL	0	0	-16.46	.00	16.46	100.0%
332800 COURT TECHNOLOGY FEE	-190,000	-190,000	-73,059.14	-13,328.19	-116,940.86	38.5%
333000 ENVIRONMENTAL COURT FINES	-8,000	-8,000	-1,464.50	-281.20	-6,535.50	18.3%
340500 CHECKING ACCOUNT INTEREST	-100,000	-100,000	-24,234.05	-5,008.75	-75,765.95	24.2%
341201 TRAIN DEPOT FACILITY	-30,000	-30,000	-9,088.50	-2,775.00	-20,911.50	30.3%
341202 P&F ACADEMY RENTALS	-8,000	-8,000	-16,900.00	.00	8,900.00	211.3%
341203 PBMH-COURTESY FORD BLDG RENTA	-24,000	-24,000	-7,000.00	-2,000.00	-17,000.00	29.2%
341207 MERCHANTS	-2,400	-2,400	-600.00	.00	-1,800.00	25.0%
341223 KLONDYKE ST RENT	0	0	-7,500.00	.00	7,500.00	100.0%
341245 MISC CELL TOWER REVENUES	0	0	-2,970.00	.00	2,970.00	100.0%
341500 PARKING GARAGE-CIVIC CTR	-15,000	-15,000	-4,350.00	.00	-10,650.00	29.0%
341600 PARKING GARAGE-PINE ST.	-12,000	-12,000	-2,590.00	.00	-9,410.00	21.6%
341701 MAIN STREET PARKING LOT	-10,000	-10,000	-1,095.00	.00	-8,905.00	11.0%
341704 MOBILE ST. PKG.LOT #1	-600	-600	.00	.00	-600.00	.0%
341707 HEMPHILL PKG. LOT	-1,800	-1,800	-450.00	.00	-1,350.00	25.0%
341708 EAST PINE PKG.LOT	-600	-600	.00	.00	-600.00	.0%
341710 REGIONS BANK STREET PARKING	-400	-400	.00	.00	-400.00	.0%
342000 CEMETERY FEES	-45,000	-45,000	-19,795.00	-2,065.00	-25,205.00	44.0%
345501 CONTR-HISTORIC HBRG DWTWN ASS	-30,000	-30,000	-30,000.00	.00	.00	100.0%
345900 CONTRIBUTIONS-OTHER	-150,000	-150,000	-148,004.99	.00	-1,995.01	98.7%
346500 CONTRIB-H'BURG. CONV. COMM.	-4,000	-4,000	.00	.00	-4,000.00	.0%
346900 CONTRIB-OTHER	-5,000	-5,000	-100.00	.00	-4,900.00	2.0%
347000 CONTRIB-MIDNIGHT ON FRONT ST	-4,000	-4,000	.00	.00	-4,000.00	.0%

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
359000 POLICE DEPT-MISC CHARGES	-535,000	-535,000	-292,894.30	-44,482.30	-242,105.70	54.7%
380011 T/F WATER & SEWER	-824,000	-824,000	.00	.00	-824,000.00	.0%
380025 T/F '11 TIF B&I KOHLS	0	-1,255	.00	.00	-1,255.00	.0%
380027 T/F TAX COLLECTORS-GPT	-19,600,000	-19,600,000	-17,918,769.03	-521,419.04	-1,681,230.97	91.4%
3800EB T/F TAX COLL-EXCESS BID	-160,000	-160,000	-182,854.03	.00	22,854.03	114.3%
3800IP T/F TAX COLL-INT/PEN	-300,000	-300,000	-112,101.60	-14,096.08	-187,898.40	37.4%
392000 SALE OF REAL ESTATE	-80,000	-80,000	-698,600.00	.00	618,600.00	873.3%
393000 SALE OF CEMETERY LOTS	-85,000	-85,000	-39,150.00	-4,825.00	-45,850.00	46.1%
394000 SALE OF EQUIPMENT	-270,000	-270,000	-9,476.00	.00	-260,524.00	3.5%
394300 SALE OF SCRAP MATERIAL	-3,500	-3,500	-760.80	.00	-2,739.20	21.7%
394500 SALE OF MISC. ITEMS	0	0	-84.79	-84.79	84.79	100.0%
395000 MDB LOAN PYMT-HUB CITY LOFTS	0	0	.00	975.77	.00	.0%
395900 COPIES/RECORDS REQUEST FEES	-200	-200	.00	.00	-200.00	.0%
396400 VENDING COMM./REFUNDS	0	0	-55.65	.00	55.65	100.0%
396500 REFUND & RECOVERY	-35,000	-35,000	-15,983.72	-252.13	-19,016.28	45.7%
396501 SETTLEMENT PROCEEDS	0	0	-11,098.18	.00	11,098.18	100.0%
396700 RECOVERY OF DAMAGE CLAIMS	0	0	-109,598.97	-102,145.73	109,598.97	100.0%
399900 APPROPRIABLE FUND BALANCE	-19,000,000	-19,130,736	.00	.00	-19,130,736.00	.0%
TOTAL REVENUES	-77,197,162	-77,329,153	-39,970,151.95	-2,586,168.63	-37,359,001.05	51.7%
TOTAL REVENUES	-77,197,162	-77,329,153	-39,970,151.95	-2,586,168.63	-37,359,001.05	

002 PARKS & RECREATION FUND

002001 PKS/REC FUND REVENUES

233900 MISC FEDERAL GRANTS	-1,000	-1,000	.00	.00	-1,000.00	.0%
250300 MISCELLANEOUS STATE GRANTS	-6,660	-6,660	.00	.00	-6,660.00	.0%
313800 TATUM PK PAVILION USE	-200	-200	-725.00	-100.00	525.00	362.5%
313900 EASTSIDE PK PAVILION USE	-500	-500	-125.00	.00	-375.00	25.0%
314700 DAHMER PAVILION USE FEE	-500	-500	-545.00	-175.00	45.00	109.0%
315000 BALLFIELD USE FEES	-1,500	-1,500	-525.00	.00	-975.00	35.0%
315100 PARKS-MISC USE FEES	-4,000	-4,000	-4,508.00	-1,240.00	508.00	112.7%
316002 LITTLE TIGERS BASKETBALL	-4,000	-4,000	-3,420.00	.00	-580.00	85.5%
316004 YOUTH TRACK & FIELD	-1,500	-1,500	-2,730.00	.00	1,230.00	182.0%
316015 TACKLE FOOTBALL	-1,200	-1,200	.00	.00	-1,200.00	.0%
316202 ADULT BASKETBALL	-4,000	-4,000	-3,850.00	.00	-150.00	96.3%
316203 ADULT CO-ED SOFTBALL	-4,000	-4,000	-800.00	-300.00	-3,200.00	20.0%
316204 ADULT MEN'S SOFTBALL	-3,000	-3,000	-2,200.00	-1,500.00	-800.00	73.3%
316209 ADULT FLAG FOOTBALL	-1,000	-1,000	.00	.00	-1,000.00	.0%
316212 ADULT PICKLEBALL	0	0	-80.00	.00	80.00	100.0%

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
317000 CERAMICS CLASS FEES	0	0	-600.00	-250.00	600.00	100.0%
317800 DRAMA,ART,DANCE LESSONS	-25,000	-25,000	-16,785.00	-2,990.00	-8,215.00	67.1%
340500 CHECKING ACCOUNT INTEREST	-2,000	-2,000	-1,124.55	-2.93	-875.45	56.2%
380001 T/F GENERAL FUND	-2,317,341	-2,317,341	-2,317,341.00	-1,817,341.00	.00	100.0%
380027 T/F TAX COLLECTORS-GPT	-985,000	-985,000	-895,678.11	-18,961.08	-89,321.89	90.9%
396500 REFUND & RECOVERY	0	0	-270.00	-20.00	270.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-360,000	-933,470	.00	.00	-933,470.00	.0%
TOTAL PKS/REC FUND REVENUES	-3,722,401	-4,295,871	-3,251,306.66	-1,842,880.01	-1,044,564.34	75.7%
TOTAL REVENUES	-3,722,401	-4,295,871	-3,251,306.66	-1,842,880.01	-1,044,564.34	
004 LIBRARY FUND						
004001 LIBRARY FUND REVENUES						
380027 T/F TAX COLLECTORS-GPT	0	0	-874,239.00	-18,507.23	874,239.00	100.0%
TOTAL LIBRARY FUND REVENUES	0	0	-874,239.00	-18,507.23	874,239.00	100.0%
TOTAL REVENUES	0	0	-874,239.00	-18,507.23	874,239.00	
005 HATT.MUNICIPAL FIRE PROTECTION						
005001 H.M.F.P.FUND REVENUES						
262000 PRO-RATA FIRE INS. PREM	-290,000	-290,000	.00	.00	-290,000.00	.0%
262500 FIRE INS REBATE/CODE ENF/COMP	-7,500	-7,500	.00	.00	-7,500.00	.0%
286200 FIRE PROT.SHARE-USM	-95,652	-95,652	.00	.00	-95,652.00	.0%
332500 FIRE CODE VIOLATIONS	0	0	-45.50	.00	45.50	100.0%
340500 CHECKING ACCOUNT INTEREST	-3,000	-3,000	-3,284.03	-523.44	284.03	109.5%
399900 APPROPRIABLE FUND BALANCE	-550,000	-892,639	.00	.00	-892,639.00	.0%
TOTAL H.M.F.P.FUND REVENUES	-946,152	-1,288,791	-3,329.53	-523.44	-1,285,461.47	.3%
TOTAL REVENUES	-946,152	-1,288,791	-3,329.53	-523.44	-1,285,461.47	
008 SPECIAL STREET IMPR.FUND						
008001 SPEC.ST.IMPR REVENUES						

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
265000 MUNICIPAL AID	-60,000	-60,000	-67,313.16	.00	7,313.16	112.2%
340500 CHECKING ACCOUNT INTEREST	-800	-800	-1,096.31	-205.22	296.31	137.0%
399900 APPROPRIABLE FUND BALANCE	-266,000	-266,716	.00	.00	-266,716.00	.0%
TOTAL SPEC.ST.IMPR REVENUES	-326,800	-327,516	-68,409.47	-205.22	-259,106.53	20.9%
TOTAL REVENUES	-326,800	-327,516	-68,409.47	-205.22	-259,106.53	

009 WATER & SEWER OPERATION/MAINT.

009001 W&S O&M REVENUES

295500 LAGOON DUMPING	-45,000	-45,000	-41,670.00	-3,850.00	-3,330.00	92.6%
340500 CHECKING ACCOUNT INTEREST	-5,000	-5,000	-3,422.23	-655.46	-1,577.77	68.4%
380011 T/F WATER & SEWER	-14,000,000	-14,000,000	-8,166,662.00	-1,166,666.00	-5,833,338.00	58.3%
394000 SALE OF EQUIPMENT	-100,000	-100,000	.00	.00	-100,000.00	.0%
394300 SALE OF SCRAP MATERIAL	-3,500	-3,500	-1,599.80	-163.20	-1,900.20	45.7%
396500 REFUND & RECOVERY	0	0	14.00	.00	-14.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-1,500,000	-2,189,210	.00	.00	-2,189,210.00	.0%
TOTAL W&S O&M REVENUES	-15,653,500	-16,342,710	-8,213,340.03	-1,171,334.66	-8,129,369.97	50.3%
TOTAL REVENUES	-15,653,500	-16,342,710	-8,213,340.03	-1,171,334.66	-8,129,369.97	

010 WATER & SEWER B & I

010001 W&S B&I REVENUES

340500 CHECKING ACCOUNT INTEREST	-10,000	-10,000	-6,401.05	-370.23	-3,598.95	64.0%
340700 OTHER INTEREST	0	0	-28,178.14	-4,201.17	28,178.14	100.0%
380011 T/F WATER & SEWER	0	0	-53,333.00	.00	53,333.00	100.0%
380021 T/F 21 REFUNDING	-3,000,000	-3,000,000	-1,750,000.00	-250,000.00	-1,250,000.00	58.3%
3800B T/F WATER & SEWER '12	-640,000	-640,000	-319,998.00	-53,333.00	-320,002.00	50.0%
3800C T/F WATER & SEWER '13	-1,500,000	-1,500,000	-875,000.00	-125,000.00	-625,000.00	58.3%
3800D T/F WATER & SEWER '16	-2,680,000	-2,680,000	-1,563,331.00	-223,333.00	-1,116,669.00	58.3%
3800GO T/F '10 W&S GO BONDS	-250,000	-250,000	-145,831.00	-20,833.00	-104,169.00	58.3%
3800M T/F WTR/SWR(METER GO)	-680,000	-680,000	-396,662.00	-56,666.00	-283,338.00	58.3%
399900 APPROPRIABLE FUND BALANCE	-31,294,000	-35,842,417	.00	.00	-35,842,417.00	.0%
TOTAL W&S B&I REVENUES	-40,054,000	-44,602,417	-5,138,734.19	-733,736.40	-39,463,682.81	11.5%
TOTAL REVENUES	-40,054,000	-44,602,417	-5,138,734.19	-733,736.40	-39,463,682.81	

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
011 WATER & SEWER FUND						
011001 WATER & SEWER REVENUES						
229000 NSF CHECK FEE	-3,000	-3,000	-960.00	-160.00	-2,040.00	32.0%
340500 CHECKING ACCOUNT INTEREST	-20,000	-20,000	-5,061.73	-59.79	-14,938.27	25.3%
360001 RESIDENTIAL WATER-NO TAX	-7,500,000	-7,500,000	-4,557,157.39	-538,970.62	-2,942,842.61	60.8%
360002 TAXABLE WATER SALES	-3,300,000	-3,300,000	-1,816,757.70	-232,790.78	-1,483,242.30	55.1%
360003 TAXABLE WATER-USA YEAST	-160,000	-160,000	-353,317.40	-55,196.40	193,317.40	220.8%
360011 NON-RESIDENTIAL WATER	-1,400,000	-1,400,000	-893,145.51	-96,563.63	-506,854.49	63.8%
361000 TAPS	-165,000	-165,000	-111,200.76	-2,100.00	-53,799.24	67.4%
362000 WATER TURN-ON FEE	-70,000	-70,000	-42,050.00	-5,890.00	-27,950.00	60.1%
362500 SEWER TAPS	-40,000	-40,000	-30,740.85	.00	-9,259.15	76.9%
363001 NON-RESIDENTIAL SEWER	-3,715,000	-3,715,000	-2,725,582.96	-355,538.73	-989,417.04	73.4%
363002 RESIDENTIAL SEWER	-7,400,000	-7,400,000	-4,226,303.60	-533,444.43	-3,173,696.40	57.1%
363003 LAMAR PARK SEWER	-80,000	-80,000	-89,286.30	-14,831.41	9,286.30	111.6%
363004 MARSHALL DURBIN SEWER	-500,000	-500,000	-383,943.16	-40,872.84	-116,056.84	76.8%
363005 PETAL SEWER	-430,000	-430,000	-296,384.84	-33,518.10	-133,615.16	68.9%
363007 PBRWMA-LEACHATE	-6,000	-6,000	-7,556.40	-1,274.18	1,556.40	125.9%
363008 ZEON CHEMICALS	-25,000	-25,000	-17,527.76	.00	-7,472.24	70.1%
363009 USA YEAST SEWER	-350,000	-350,000	-525,042.44	-61,125.60	175,042.44	150.0%
363010 DAIRY FRESH SEWER	-180,000	-180,000	-83,386.14	-2,806.14	-96,613.86	46.3%
TOTAL WATER & SEWER REVENUES	-25,344,000	-25,344,000	-16,165,404.94	-1,975,142.65	-9,178,595.06	63.8%
TOTAL REVENUES	-25,344,000	-25,344,000	-16,165,404.94	-1,975,142.65	-9,178,595.06	
012 2019 TIF B&I-PLANET FITNESS						
012001 TIF B&I-PLANET FITNES-REVENUES						
270500 FORREST CTY	-32,128	-32,128	.00	.00	-32,128.00	.0%
340500 CHECKING ACCOUNT INTEREST	-200	-200	-209.21	-33.67	9.21	104.6%
380027 T/F TAX COLLECTORS-GPT	-26,485	-26,485	-26,485.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-135,900	-136,071	.00	.00	-136,071.00	.0%
TOTAL TIF B&I-PLANET FITNES-REVEN	-194,713	-194,884	-26,694.21	-33.67	-168,189.79	13.7%
TOTAL REVENUES	-194,713	-194,884	-26,694.21	-33.67	-168,189.79	

013 CITY B & I**013001 CITY B&I REVENUES**

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
340500 CHECKING ACCOUNT INTEREST	-10,000	-10,000	-6,754.14	-1,075.31	-3,245.86	67.5%
380027 T/F TAX COLLECTORS-GPT	-2,390,000	-2,390,000	-2,241,515.32	-47,453.13	-148,484.68	93.8%
399900 APPROPRIABLE FUND BALANCE	-4,850,000	-4,943,490	.00	.00	-4,943,490.00	.0%
TOTAL CITY B&I REVENUES	-7,250,000	-7,343,490	-2,248,269.46	-48,528.44	-5,095,220.54	30.6%
TOTAL REVENUES	-7,250,000	-7,343,490	-2,248,269.46	-48,528.44	-5,095,220.54	
014 SCHOOL FUND						
014001 SCHOOL FUND REVENUES						
380027 T/F TAX COLLECTORS-GPT	0	0	-17,992,296.04	-368,245.75	17,992,296.04	100.0%
3800SB T/F TAX COLL-GPT-'88 BONDS	0	0	-2,428,400.08	-49,526.19	2,428,400.08	100.0%
TOTAL SCHOOL FUND REVENUES	0	0	-20,420,696.12	-417,771.94	20,420,696.12	100.0%
TOTAL REVENUES	0	0	-20,420,696.12	-417,771.94	20,420,696.12	
017 SUPP. ENVIRONMENTAL PROJECT						
017001 SUPP ENV PROJ REVENUES						
340700 OTHER INTEREST	0	0	-1,858.05	-335.80	1,858.05	100.0%
380011 T/F WATER & SEWER	-50,000	-50,000	.00	.00	-50,000.00	.0%
399900 APPROPRIABLE FUND BALANCE	-50,000	-100,217	.00	.00	-100,217.00	.0%
TOTAL SUPP ENV PROJ REVENUES	-100,000	-150,217	-1,858.05	-335.80	-148,358.95	1.2%
TOTAL REVENUES	-100,000	-150,217	-1,858.05	-335.80	-148,358.95	
018 POLICE & FIREMAN DIS. & RELIEF						
018001 P&FD&R REVENUES						
380027 T/F TAX COLLECTORS-GPT	0	0	-922,557.39	-19,563.65	922,557.39	100.0%
TOTAL P&FD&R REVENUES	0	0	-922,557.39	-19,563.65	922,557.39	100.0%
TOTAL REVENUES	0	0	-922,557.39	-19,563.65	922,557.39	

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
019 POLICE FORFEITURES FUND						
019001 POL.FORFEITURES REVENUES						
332100 CITY COURT COSTS	0	0	-3,852.90	.00	3,852.90	100.0%
332300 NARC.FORFEITURES-POLICE	0	0	-15,249.02	-425.20	15,249.02	100.0%
340500 CHECKING ACCOUNT INTEREST	0	0	-16.24	-4.29	16.24	100.0%
399900 APPROPRIABLE FUND BALANCE	-60,000	-47,965	.00	.00	-47,965.00	.0%
TOTAL POL.FORFEITURES REVENUES	-60,000	-47,965	-19,118.16	-429.49	-28,846.84	39.9%
TOTAL REVENUES	-60,000	-47,965	-19,118.16	-429.49	-28,846.84	
020 2002 TIF B&I-SOUTHERN POINTE						
020001 2002 TIF B&I-S/P REVENUES						
270500 FORREST CTY	-65,658	-65,658	.00	.00	-65,658.00	.0%
340500 CHECKING ACCOUNT INTEREST	-400	-400	-463.24	-54.61	63.24	115.8%
380027 T/F TAX COLLECTORS-GPT	-53,375	-53,375	-138,876.00	.00	85,501.00	260.2%
399900 APPROPRIABLE FUND BALANCE	-360,000	-364,518	.00	.00	-364,518.00	.0%
TOTAL 2002 TIF B&I-S/P REVENUES	-479,433	-483,951	-139,339.24	-54.61	-344,611.76	28.8%
TOTAL REVENUES	-479,433	-483,951	-139,339.24	-54.61	-344,611.76	
022 2003 TIF B&I-CHAUVET SQUARE						
022001 2003 TIF B&I-C/S REVENUES						
340500 CHECKING ACCOUNT INTEREST	0	0	-344.49	-65.00	344.49	100.0%
380027 T/F TAX COLLECTORS-GPT	-195,000	-195,000	-200,000.00	.00	5,000.00	102.6%
399900 APPROPRIABLE FUND BALANCE	-216,135	-216,660	.00	.00	-216,660.00	.0%
TOTAL 2003 TIF B&I-C/S REVENUES	-411,135	-411,660	-200,344.49	-65.00	-211,315.51	48.7%
TOTAL REVENUES	-411,135	-411,660	-200,344.49	-65.00	-211,315.51	
023 2006 TIF B&I-TURTLE CROSSING						
023001 2007 TIF B&I-T/C REVENUES						

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
270800 LAMAR CTY	-62,028	-62,028	-62,028.00	-62,028.00	.00	100.0%
340500 CHECKING ACCOUNT INTEREST	-500	-500	-285.11	-29.61	-214.89	57.0%
380027 T/F TAX COLLECTORS-GPT	-50,000	-50,000	-115,000.00	.00	65,000.00	230.0%
399900 APPROPRIABLE FUND BALANCE	-242,500	-244,516	.00	.00	-244,516.00	.0%
TOTAL 2007 TIF B&I-T/C REVENUES	-355,028	-357,044	-177,313.11	-62,057.61	-179,730.89	49.7%
TOTAL REVENUES	-355,028	-357,044	-177,313.11	-62,057.61	-179,730.89	
024 2008 TIF B&I-LINCOLN CENTER						
024001 2008 TIF B&I-L/C REVENUES						
340500 CHECKING ACCOUNT INTEREST	0	0	-82.95	-5.11	82.95	100.0%
399900 APPROPRIABLE FUND BALANCE	-63,500	-118,337	.00	.00	-118,337.00	.0%
TOTAL 2008 TIF B&I-L/C REVENUES	-63,500	-118,337	-82.95	-5.11	-118,254.05	.1%
TOTAL REVENUES	-63,500	-118,337	-82.95	-5.11	-118,254.05	
025 2011 TIF B&I-KOHL'S						
025001 2011 TIF B&I-KOHL'S REVENUES						
340500 CHECKING ACCOUNT INTEREST	0	0	-.38	-.05	.38	100.0%
399900 APPROPRIABLE FUND BALANCE	0	-1,255	.00	.00	-1,255.00	.0%
TOTAL 2011 TIF B&I-KOHL'S REVENUES	0	-1,255	-.38	-.05	-1,254.62	.0%
TOTAL REVENUES	0	-1,255	-.38	-.05	-1,254.62	
026 2016 TIF B&I-WHISPERING PINES						
026001 2016 TIF B&I-WHISP PINES REVEN						
270500 FORREST CTY	-210,285	-210,285	.00	.00	-210,285.00	.0%

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
340500 CHECKING ACCOUNT INTEREST	-1,000	-1,000	-909.33	-150.60	-90.67	90.9%
380027 T/F TAX COLLECTORS-GPT	-170,945	-170,945	-167,296.00	.00	-3,649.00	97.9%
399900 APPROPRIABLE FUND BALANCE	-609,500	-603,777	.00	.00	-603,777.00	.0%
TOTAL 2016 TIF B&I-WHISP PINES RE	-991,730	-986,007	-168,205.33	-150.60	-817,801.67	17.1%
TOTAL REVENUES	-991,730	-986,007	-168,205.33	-150.60	-817,801.67	

027 TAX COLLECTOR'S FUND

027000 TAX COLLECTOR'S BALNCE SHEET

2020SC PERSONALTY-SCHOOL	0	0	-5,078,026.36	.00	5,078,026.36	100.0%
TOTAL TAX COLLECTOR'S BALNCE SHEE	0	0	-5,078,026.36	.00	5,078,026.36	100.0%

027001 TAX COLLECTOR'S REVENUES

2001CI REALTY-CITY	0	0	-15,685,105.46	-201,504.02	15,685,105.46	100.0%
2001SC REALTY-SCHOOL	0	0	-11,726,606.86	-178,371.54	11,726,606.86	100.0%
200500 HOMESTEAD LOSS	0	0	261,931.88	4,941.16	-261,931.88	100.0%
200600 EXEMPT-TAX LOSS REIMB.	0	0	-290,572.17	.00	290,572.17	100.0%
2010CI PRSNLT AUTO-CITY	0	0	-1,210,799.97	-236,954.96	1,210,799.97	100.0%
2010SC PRSNLT AUTO-SCHOOL	0	0	-1,030,154.31	-201,597.81	1,030,154.31	100.0%
2020CI PERSONALTY-CITY	0	0	-6,164,479.40	-43,504.99	6,164,479.40	100.0%
2020SC PERSONALTY-SCHOOL	0	0	-2,638,273.67	-21,982.07	2,638,273.67	100.0%
2026GE RENTAL VEHICLES-GENERAL	0	0	-173,421.24	-126,410.70	173,421.24	100.0%
203100 NON-EXEMPT REALTY P/Y	0	0	-14,106.28	1,724.53	14,106.28	100.0%
203500 EXEMPT REALTY P/Y	0	0	-17,916.72	1,559.79	17,916.72	100.0%
204000 PERSONALTY-AUTO P/Y	0	0	-193,351.54	-10,418.11	193,351.54	100.0%
205000 PERSONALTY P/Y	0	0	-454,461.83	-35,948.05	454,461.83	100.0%
210000 INT/PENALTY ON DEL. TAXES	0	0	-112,101.60	-14,096.08	112,101.60	100.0%
211000 EXCESS BID-PROP. TAXES	0	0	-182,854.03	.00	182,854.03	100.0%
340500 CHECKING ACCOUNT INTEREST	0	0	-1,089.96	-52.51	1,089.96	100.0%
TOTAL TAX COLLECTOR'S REVENUES	0	0	-39,633,363.16	-1,062,615.36	39,633,363.16	100.0%
TOTAL REVENUES	0	0	-44,711,389.52	-1,062,615.36	44,711,389.52	

028 2016 TIF B&I-HBRG CLINIC MIDTN

028001 2016 TIF B&I-HBRG CLINIC MIDTN

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
270500 FORREST CTY	-41,583	-41,583	.00	.00	-41,583.00	.0%
340500 CHECKING ACCOUNT INTEREST	-300	-300	-93.15	-12.91	-206.85	31.1%
380027 T/F TAX COLLECTORS-GPT	-34,022	-34,022	-34,040.00	.00	18.00	100.1%
399900 APPROPRIABLE FUND BALANCE	-54,500	-83,770	.00	.00	-83,770.00	.0%
TOTAL 2016 TIF B&I-HBRG CLINIC MI	-130,405	-159,675	-34,133.15	-12.91	-125,541.85	21.4%
TOTAL REVENUES	-130,405	-159,675	-34,133.15	-12.91	-125,541.85	
039 AIRPORT IMPROVEMENT FUND						
039001 AIRPORT IMPR. REVENUES						
233001 FEDERAL AVIATION ADM	-3,330,000	-3,330,000	.00	.00	-3,330,000.00	.0%
254000 AIRPORT GRANT	-185,000	-185,000	.00	.00	-185,000.00	.0%
340500 CHECKING ACCOUNT INTEREST	-2,000	-2,000	-1,249.75	-181.39	-750.25	62.5%
341213 LORESCO INC	-1,200	-1,200	-1,200.00	.00	.00	100.0%
341221 SOUTHEAST AVIATION SERV.	-35,000	-35,000	-8,986.85	-1,550.57	-26,013.15	25.7%
341222 SE AVIATION BLDG LAND LEASE	-2,000	-2,000	-3,059.14	.00	1,059.14	153.0%
380001 T/F GENERAL FUND	-250,000	-250,000	-250,000.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-80,000	365,717	.00	.00	365,717.00	.0%
TOTAL AIRPORT IMPR. REVENUES	-3,885,200	-3,439,483	-264,495.74	-1,731.96	-3,174,987.26	7.7%
TOTAL REVENUES	-3,885,200	-3,439,483	-264,495.74	-1,731.96	-3,174,987.26	
050 2015A TIF B&I-RIDGE/TURTLE CRK						
050001 2015A TIF B&I-RIDGE/TURTLE CRK						
270800 LAMAR CTY	-29,857	-29,857	-29,853.00	-29,853.00	-4.00	100.0%
340500 CHECKING ACCOUNT INTEREST	-400	-400	-86.83	-18.95	-313.17	21.7%
380027 T/F TAX COLLECTORS-GPT	-89,571	-89,571	-89,571.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-124,485	-122,076	.00	.00	-122,076.00	.0%
TOTAL 2015A TIF B&I-RIDGE/TURTLE	-244,313	-241,904	-119,510.83	-29,871.95	-122,393.17	49.4%
TOTAL REVENUES	-244,313	-241,904	-119,510.83	-29,871.95	-122,393.17	
051 2015B TIF B&I-MIDTOWN MARKET						
051001 2015B TIF B&I-MIDTOWN MARKET						

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
270500 FORREST CTY	-10,762	-10,762	.00	.00	-10,762.00	.0%
340500 CHECKING ACCOUNT INTEREST	0	0	-13.50	-2.20	13.50	100.0%
380027 T/F TAX COLLECTORS-GPT	-8,805	-8,805	-10,707.00	.00	1,902.00	121.6%
399900 APPROPRIABLE FUND BALANCE	-14,000	-13,983	.00	.00	-13,983.00	.0%
TOTAL 2015B TIF B&I-MIDTOWN MARKE	-33,567	-33,550	-10,720.50	-2.20	-22,829.50	32.0%
TOTAL REVENUES	-33,567	-33,550	-10,720.50	-2.20	-22,829.50	
052 2019 TIF B&I-ELAM ARMS MIDTOWN						
052001 2019 TIF B&I ELAM ARMS MIDTOWN						
270500 FORREST CTY	-164,980	-164,980	.00	.00	-164,980.00	.0%
340500 CHECKING ACCOUNT INTEREST	-800	-800	-782.15	-136.20	-17.85	97.8%
380001 T/F GENERAL FUND	-66,407	-66,407	-66,407.00	.00	.00	100.0%
380027 T/F TAX COLLECTORS-GPT	-134,116	-134,116	-133,642.00	.00	-474.00	99.6%
399900 APPROPRIABLE FUND BALANCE	-812,474	-810,049	.00	.00	-810,049.00	.0%
TOTAL 2019 TIF B&I ELAM ARMS MIDT	-1,178,777	-1,176,352	-200,831.15	-136.20	-975,520.85	17.1%
TOTAL REVENUES	-1,178,777	-1,176,352	-200,831.15	-136.20	-975,520.85	
072 MUNICIPAL ROAD & BRIDGE						
072001 MUN.ROAD&BRIDGE REVENUES						
233300 EDA GRANT-LAMAR BLVD	-1,700,000	-1,700,000	-949,702.43	.00	-750,297.57	55.9%
235202 MDA DIP LAMAR BLVD	0	0	-321,407.25	.00	321,407.25	100.0%
250300 MISCELLANEOUS STATE GRANTS	0	0	-2,595.40	.00	2,595.40	100.0%
253100 MDIP-LAMAR BLVD	-643,976	-643,976	.00	.00	-643,976.00	.0%
255522 MDOT-COUNTRY CLUB RD IMPR	0	0	-443,561.43	.00	443,561.43	100.0%
255523 MDOT-38TH AVE IMPR	0	0	-458.00	.00	458.00	100.0%
255525 MDOT-HARDY/GREEN ROUNDABOUT	0	0	-3,500.00	.00	3,500.00	100.0%
255527 MDOT-GORDONS CREEK COMMONS	-560,000	-560,000	.00	.00	-560,000.00	.0%
271000 PRO-RATA CTY RD TAX-FORREST	-900,000	-900,000	-790,676.83	-21,867.28	-109,323.17	87.9%
271500 PRO-RATA CTY RD TAX-LAMAR	-920,000	-920,000	-949,078.24	-10,584.24	29,078.24	103.2%
340500 CHECKING ACCOUNT INTEREST	-1,000	-1,000	-4,599.07	-739.90	3,599.07	459.9%
396500 REFUND & RECOVERY	0	0	5.53	.00	-5.53	100.0%

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
399900 APPROPRIABLE FUND BALANCE	800,000	963,207	.00	.00	963,207.00	.0%
TOTAL MUN.ROAD&BRIDGE REVENUES	-3,924,976	-3,761,769	-3,465,573.12	-33,191.42	-296,195.88	92.1%
TOTAL REVENUES	-3,924,976	-3,761,769	-3,465,573.12	-33,191.42	-296,195.88	
073 MASS TRANSIT FUND						
073001 MASS TRANSIT REVENUES						
234000 UMTA-MASS TRANS-OPER.C/Y	-841,825	-841,825	-505,540.00	-54,155.00	-336,285.00	60.1%
234100 UMTA-MASS TRANS-CAPTL.	-1,485,012	-1,485,012	.00	.00	-1,485,012.00	.0%
234200 UMTA-MASS TRANS-PLANNING	-81,072	-81,072	.00	.00	-81,072.00	.0%
234400 UMTA-MASS TRANS-PREV.C/Y	-1,244,741	-1,244,741	-115,543.00	-24,876.00	-1,129,198.00	9.3%
234600 JARC-MASS TRANS	-90,000	-90,000	-31,641.00	-2,301.00	-58,359.00	35.2%
234701 TRANSIT FACILITY RENOV-5339	-54,220	-54,220	-124,686.00	-119,432.00	70,466.00	230.0%
234702 TRANSIT FACILITY RENOV-5307	-157,565	-157,565	.00	.00	-157,565.00	.0%
255500 MDOT GRANT(PLANNING/CAPITAL)	-85,000	-85,000	.00	.00	-85,000.00	.0%
340500 CHECKING ACCOUNT INTEREST	-2,000	-2,000	-1,349.36	-118.00	-650.64	67.5%
352500 BUS FARES-FIXED ROUTES	-20,000	-20,000	-14,497.67	-1,559.84	-5,502.33	72.5%
352700 BUS FARES-DEMAND RES(PARATRAM)	-900	-900	-875.21	-119.75	-24.79	97.2%
353000 BUS FARES-USM ROUTE	-121,000	-121,000	.00	.00	-121,000.00	.0%
353500 ADVERTISING	-1,500	-1,500	-1,367.21	.00	-132.79	91.1%
380001 T/F GENERAL FUND	-400,000	-400,000	-400,000.00	-400,000.00	.00	100.0%
380027 T/F TAX COLLECTORS-GPT	-245,000	-245,000	-226,271.96	-4,790.70	-18,728.04	92.4%
396500 REFUND & RECOVERY	0	0	-212.79	.00	212.79	100.0%
399900 APPROPRIABLE FUND BALANCE	-700,000	-1,167,820	.00	.00	-1,167,820.00	.0%
TOTAL MASS TRANSIT REVENUES	-5,529,835	-5,997,655	-1,421,984.20	-607,352.29	-4,575,670.80	23.7%
TOTAL REVENUES	-5,529,835	-5,997,655	-1,421,984.20	-607,352.29	-4,575,670.80	
075 WATER&SEWER CONSTRUCTION FUND						
075001 W&S CONSTR. REVENUES						
235202 MDA DIP LAMAR BLVD	0	0	-70,823.83	.00	70,823.83	100.0%
340500 CHECKING ACCOUNT INTEREST	-18,000	-18,000	-1,911.42	-.61	-16,088.58	10.6%
341114 SBA STRUCTURES (WM CAREY)	-18,800	-18,800	-11,570.02	-1,652.86	-7,229.98	61.5%
341115 CCATT HOLDINGS-WATER WORK HIL	-32,000	-32,000	-7,329.72	-1,680.62	-24,670.28	22.9%

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
380011 T/F WATER & SEWER	-1,639,000	-3,639,000	-2,864,713.91	-75,949.07	-774,286.09	78.7%
397500 NOTE PROCEEDS	-2,305,095	-2,910,095	.00	.00	-2,910,095.00	.0%
399900 APPROPRIABLE FUND BALANCE	-1,200,000	-1,905,217	.00	.00	-1,905,217.00	.0%
TOTAL W&S CONSTR. REVENUES	-5,212,895	-8,523,112	-2,956,348.90	-79,283.16	-5,566,763.10	34.7%
TOTAL REVENUES	-5,212,895	-8,523,112	-2,956,348.90	-79,283.16	-5,566,763.10	

077 COMMUNITY CENTERS' FUND

077001 COMMUNITY CTR REVENUES

250300 MISCELLANEOUS STATE GRANTS	0	0	-164,430.00	-164,430.00	164,430.00	100.0%
314000 MCNAIR REC CTR USE FEE	0	0	-50.00	.00	50.00	100.0%
314100 SIGLER CENTER USE FEE	-1,000	-1,000	-600.00	-50.00	-400.00	60.0%
314200 C.E.ROY/5TH ST.C.C.USE FEE	-2,000	-2,000	-2,438.50	-638.50	438.50	121.9%
314300 JDS C.C. USE FEE	-10,000	-10,000	-7,119.00	-600.00	-2,881.00	71.2%
314600 CULTURAL CTR USE FEE	-3,000	-3,000	-2,100.00	-200.00	-900.00	70.0%
340500 CHECKING ACCOUNT INTEREST	-500	-500	-516.88	-1.61	16.88	103.4%
380001 T/F GENERAL FUND	-850,000	-850,000	-850,000.00	-350,000.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-120,000	-140,302	.00	.00	-140,302.00	.0%
TOTAL COMMUNITY CTR REVENUES	-986,500	-1,006,802	-1,027,254.38	-515,920.11	20,452.38	102.0%
TOTAL REVENUES	-986,500	-1,006,802	-1,027,254.38	-515,920.11	20,452.38	

079 COVID FISCAL RECOVERY FUNDS

079001 COVID FISCAL RECOVERY REVENUE

399900 APPROPRIABLE FUND BALANCE	-12,875,822	-12,875,808	.00	.00	-12,875,808.00	.0%
TOTAL COVID FISCAL RECOVERY REVEN	-12,875,822	-12,875,808	.00	.00	-12,875,808.00	.0%
TOTAL REVENUES	-12,875,822	-12,875,808	.00	.00	-12,875,808.00	

082 COMMUNITY DEVELOP. BLOCK GRANT

082001 CDBG REVENUES

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
2387SA HOME ENTIT-CHDO SET-A-SIDE	-621	-621	-11,090.00	.00	10,469.00	1785.8%
2389FR HOME ENTIT-FULL REHAB	-12,374	-12,374	.00	.00	-12,374.00	.0%
2389SA HOME ENTIT-CHDO SET-A-SIDE	-11,154	-11,154	.00	.00	-11,154.00	.0%
2391ER CDBG-ENT.-EMER.REHAB.	0	0	-15,488.23	.00	15,488.23	100.0%
2391FR CDBG-ENT.-FULL REHAB.	-111,417	-111,417	-650.00	.00	-110,766.51	.6%
2393CS HOME ENTIT-CHDO SETASID	-16,175	-16,175	.00	.00	-16,175.00	.0%
2393FR HOME ENTIT-FULL REHAB.	-15,704	-15,704	.00	.00	-15,704.00	.0%
2395FR CDBG-ENT.-FULL REHAB.	-17,055	-17,055	-45,335.00	-44,435.00	28,280.40	265.8%
2395HP CDBG-ENT.-HOUSING PROGRAMS	0	0	-44,345.00	.00	44,345.00	100.0%
2395PF CDBG-ENT.-PUBLIC FACILITIES	-96,475	-96,475	.00	.00	-96,475.00	.0%
2397DA HOME ENTIT-DOWNPAYMENT ASSIST	-34,110	-34,110	.00	.00	-34,110.00	.0%
2397FR HOME ENTIT-FULL REHAB.	-113,873	-113,873	.00	.00	-113,873.00	.0%
2397SA HOME ENTIT-CHDO SET-A-SIDE	-42,645	-42,645	.00	.00	-42,645.00	.0%
2399CR CDBG-ENT.-CARES ACT	-680,372	-680,372	.00	.00	-680,372.14	.0%
2399ER CDBG-ENT.-EMER.REHAB.	-140,000	-140,000	-344,842.77	.00	204,842.77	246.3%
2399FC CDBG-ENT.-FACADE IMPROVEMENTS	-30,000	-30,000	.00	.00	-30,000.00	.0%
2399FR CDBG-ENT.-FULL REHAB.	-85,115	-85,115	.00	.00	-85,115.35	.0%
2399ME CDBG-ENT.-MICRO ENTERPRISE	-30,000	-30,000	.00	.00	-30,000.00	.0%
2401HP CDBG-ENT.-HOUSING PROGRAM	-66,400	-66,400	.00	.00	-66,400.00	.0%
2401PF CDBG-ENT.-PUBLIC FACILITIES	-275,000	-275,000	.00	.00	-275,000.00	.0%
2402CS HOME ENTIT-CHDO SETASIDE	-44,497	-44,497	.00	.00	-44,497.00	.0%
2402DA HOME ENTIT-DOWNPAYMENT	-50,000	-50,000	.00	.00	-50,000.00	.0%
2402FR HOME ENTIT-FULL REHAB.	-172,439	-172,439	.00	.00	-172,439.00	.0%
2406AD HOME ENTIT-ADMINISTRATION	-29,703	-29,703	.00	.00	-29,703.00	.0%
2406AE HOME ARP REHAB ADMIN REVENUE	0	0	-25,000.00	.00	25,000.00	100.0%
2406CH HOME ENTIT-CHDO	-44,555	-44,555	.00	.00	-44,555.00	.0%
2406HS HOME ENTIT-HOUSING	-222,771	-222,771	.00	.00	-222,771.00	.0%
2407AD CDBG-ENT.-ADMINISTRATION	-107,656	-107,656	.00	.00	-107,656.00	.0%
2407FA CDBG ENT-FACILITIES	-254,370	-254,370	.00	.00	-254,370.00	.0%
2407PD CDBG ENT-PROJECT DELIVERY	-126,254	-126,254	.00	.00	-126,254.00	.0%
2407PS CDBG-ENT.-PUBLIC SERVICES	-50,000	-50,000	.00	.00	-50,000.00	.0%
340500 CHECKING ACCOUNT INTEREST	-700	-700	-305.16	-1.82	-394.84	43.6%
380001 T/F GENERAL FUND	-36,000	-36,000	-36,000.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-200,000	67,763	.00	.00	67,763.00	.0%
TOTAL CDBG REVENUES	-3,117,435	-2,849,672	-523,056.16	-44,436.82	-2,326,615.44	18.4%
TOTAL REVENUES	-3,117,435	-2,849,672	-523,056.16	-44,436.82	-2,326,615.44	

086 SPEC SALES TAX-P&R/UNIV IMPROV

086001 SPEC SALES TAX P&R/UNIV IMPROV

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
260500 SALES TAX-MOTEL	-473,000	-350,000	-249,210.76	-35,729.78	-100,789.24	71.2%
260700 SALES TAX-FOOD & BEVERAGE	-2,800,000	-2,300,000	-1,770,148.08	-250,675.12	-529,851.92	77.0%
340500 CHECKING ACCOUNT INTEREST	0	0	-202.55	-20.84	202.55	100.0%
341000 MISCELLANEOUS RENTS	-2,000	-2,000	.00	.00	-2,000.00	.0%
345500 CONTRIBUTIONS-FORREST CTY.	0	0	-325,000.00	.00	325,000.00	100.0%
346500 CONTRIB-H'BURG. CONV. COMM.	0	0	-100,000.00	.00	100,000.00	100.0%
391200 BOND PROCEEDS	0	-5,500,000	-5,500,000.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-2,000,000	-1,603,721	.00	.00	-1,603,721.00	.0%
TOTAL SPEC SALES TAX P&R/UNIV IMP	-5,275,000	-9,755,721	-7,944,561.39	-286,425.74	-1,811,159.61	81.4%
TOTAL REVENUES	-5,275,000	-9,755,721	-7,944,561.39	-286,425.74	-1,811,159.61	

087 INDUSTRIAL PARK DEVELOPMENT

087001 INDUSTRIAL PK REVENUES

340500 CHECKING ACCOUNT INTEREST	0	0	-274.68	-1.07	274.68	100.0%
341209 RAIL SPUR MAINTENANCE REIMB	0	0	-26,707.00	.00	26,707.00	100.0%
345500 CONTRIBUTIONS-FORREST CTY.	0	0	-120,000.00	.00	120,000.00	100.0%
345600 CONTRIBUTIONS-CITY	0	0	-183,750.00	-122,500.00	183,750.00	100.0%
391100 MISC GRANT PROCEEDS	0	0	-20,000.00	.00	20,000.00	100.0%
TOTAL INDUSTRIAL PK REVENUES	0	0	-350,731.68	-122,501.07	350,731.68	100.0%
TOTAL REVENUES	0	0	-350,731.68	-122,501.07	350,731.68	

088 PUBLIC SAFETY/REC CONSTRUCTION

088001 PUBLIC SAFETY/REC CONSTRUCTION

253200 FRA-CRISI GRANT	0	-5,300,000	.00	.00	-5,300,000.00	.0%
255528 DOT-BUILD GRANT	0	-13,200,000	.00	.00	-13,200,000.00	.0%
255900 MDOT-HALL AVE REIMB	0	0	-553,479.18	-371,633.54	553,479.18	100.0%
340500 CHECKING ACCOUNT INTEREST	-40,000	-40,000	-13,154.55	-65.02	-26,845.45	32.9%
3405TB SAVINGS ACCOUNT/MMA	0	0	-2,722.54	.00	2,722.54	100.0%
346500 CONTRIB-H'BURG. CONV. COMM.	0	0	-56,141.58	.00	56,141.58	100.0%
399900 APPROPRIABLE FUND BALANCE	-11,881,000	-11,330,591	.00	.00	-11,330,591.00	.0%
TOTAL PUBLIC SAFETY/REC CONSTRUCT	-11,921,000	-29,870,591	-625,497.85	-371,698.56	-29,245,093.15	2.1%
TOTAL REVENUES	-11,921,000	-29,870,591	-625,497.85	-371,698.56	-29,245,093.15	

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
091 TIF CONSTRUCTION						
091001 TIF CONST-REVENUES						
340500 CHECKING ACCOUNT INTEREST	0	0	-1.24	-.18	1.24	100.0%
TOTAL TIF CONST-REVENUES	0	0	-1.24	-.18	1.24	100.0%
TOTAL REVENUES	0	0	-1.24	-.18	1.24	
093 2016 W&S SYSTEM PROJECT						
093001 2016 W&S SYSTEM - REV						
340500 CHECKING ACCOUNT INTEREST	0	0	-29,662.50	-5,000.83	29,662.50	100.0%
399900 APPROPRIABLE FUND BALANCE	-1,700,000	-1,676,138	.00	.00	-1,676,138.00	.0%
TOTAL 2016 W&S SYSTEM - REV	-1,700,000	-1,676,138	-29,662.50	-5,000.83	-1,646,475.50	1.8%
TOTAL REVENUES	-1,700,000	-1,676,138	-29,662.50	-5,000.83	-1,646,475.50	
094 2012 W&S REVENUE BOND CONST						
094001 2012 W&S REV BOND REV						
340500 CHECKING ACCOUNT INTEREST	0	0	-1.18	-.21	1.18	100.0%
399900 APPROPRIABLE FUND BALANCE	0	-65	.00	.00	-65.00	.0%
TOTAL 2012 W&S REV BOND REV	0	-65	-1.18	-.21	-63.82	1.8%
TOTAL REVENUES	0	-65	-1.18	-.21	-63.82	
095 2019 FIRE STATION CONSTRUCTION						
095001 2019 FIRE STATION CONSTRUCTION						

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
340500 CHECKING ACCOUNT INTEREST	-2,300	-2,300	-1,228.14	-8.05	-1,071.86	53.4%
399900 APPROPRIABLE FUND BALANCE	-946,000	-946,441	.00	.00	-946,441.00	.0%
TOTAL 2019 FIRE STATION CONSTRUCT	-948,300	-948,741	-1,228.14	-8.05	-947,512.86	.1%
TOTAL REVENUES	-948,300	-948,741	-1,228.14	-8.05	-947,512.86	
097 INFRA IMPROVE-INTRNT SALES TAX						
097001 INFRA IMPROVE-INTRNT SALES TAX						
260800 SALES TAX-INTERNET	-3,600,000	-3,600,000	-2,593,916.45	.00	-1,006,083.55	72.1%
340500 CHECKING ACCOUNT INTEREST	0	0	-15,376.42	-7,040.63	15,376.42	100.0%
399900 APPROPRIABLE FUND BALANCE	-1,800,000	-2,073,013	.00	.00	-2,073,013.00	.0%
TOTAL INFRA IMPROVE-INTRNT SALES	-5,400,000	-5,673,013	-2,609,292.87	-7,040.63	-3,063,720.13	46.0%
TOTAL REVENUES	-5,400,000	-5,673,013	-2,609,292.87	-7,040.63	-3,063,720.13	
098 K.P.ZOO CAPITAL IMPROVEMENT						
098001 K.P.ZOO CAPITAL REVENUES						
340500 CHECKING ACCOUNT INTEREST	-10	-10	-3.06	-.01	-6.94	30.6%
399900 APPROPRIABLE FUND BALANCE	-2,360	-2,359	.00	.00	-2,359.00	.0%
TOTAL K.P.ZOO CAPITAL REVENUES	-2,370	-2,369	-3.06	-.01	-2,365.94	.1%
TOTAL REVENUES	-2,370	-2,369	-3.06	-.01	-2,365.94	
105 2013 W&S BOND CONSTRUCTION						
105001 2013 W&S BOND CONSTR REVENUES						
340500 CHECKING ACCOUNT INTEREST	0	0	-11.51	-1.90	11.51	100.0%
399900 APPROPRIABLE FUND BALANCE	0	-572	.00	.00	-572.00	.0%
TOTAL 2013 W&S BOND CONSTR REVENU	0	-572	-11.51	-1.90	-560.49	2.0%
TOTAL REVENUES	0	-572	-11.51	-1.90	-560.49	

REVENUE REPORT

FOR 2023 07

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
107 SPECIAL SALES TAX-T&A						
107001 SPEC.SALES TAX REVENUES						
260500 SALES TAX-MOTEL	0	0	-530,996.85	-78,325.04	530,996.85	100.0%
260700 SALES TAX-FOOD & BEVERAGE	0	0	-3,930,783.73	-550,781.26	3,930,783.73	100.0%
TOTAL SPEC.SALES TAX REVENUES	0	0	-4,461,780.58	-629,106.30	4,461,780.58	100.0%
TOTAL REVENUES	0	0	-4,461,780.58	-629,106.30	4,461,780.58	
109 GROUP INSURANCE TRUST FUND						
109001 GROUP INS.TRUST REVENUES						
340500 CHECKING ACCOUNT INTEREST	0	0	-553.33	-4.71	553.33	100.0%
396500 REFUND & RECOVERY	0	0	-516.61	.00	516.61	100.0%
396600 HOSP.INS.-P/R DISTRIB	0	0	-2,688,184.05	.00	2,688,184.05	100.0%
396601 HOSP.INS.-COBRA	0	0	-1,033.22	.00	1,033.22	100.0%
396602 HOSP.INS.-UH PHARMACY DISCOUN	0	0	-82,845.91	.00	82,845.91	100.0%
TOTAL GROUP INS.TRUST REVENUES	0	0	-2,773,133.12	-4.71	2,773,133.12	100.0%
TOTAL REVENUES	0	0	-2,773,133.12	-4.71	2,773,133.12	
GRAND TOTAL	-235,515,949	-267,618,260	-171,540,597.43	-12,673,836.78	-96,077,662.17	64.1%

** END OF REPORT - Generated by LISA HANSON **

REPORT OPTIONS

Report generated: 05/02/2023 11:20
User: 6050LHANSON
Program ID: glytdbud



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 16, 2023

Re: Acknowledge receipt of the Privilege Tax License monthly report for the month of April 2023.
File Number: 2023-326
Minute Book #

Summary

Recommendation Statement

Please place this on the May 16, 2023 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

04/01/2023 TO 04/30/2023

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-23-026286	\$45.00		THE LAB STUDIO AND BROW BAR 1307 ADELINE ST STE 100 HATTIESBURG MS 39401
LIC-01-23-026287			BALANCED LIVING COUNSELING SERVICES 814 W PINE ST HATTIESBURG MS 39401
LIC-02-23-026354	\$90.00		CODARAY CONSTRUCTION LLC 16 OFFICE PARK DR STE 16 HATTIESBURG MS 39402
LIC-03-23-026505	\$45.00		SHOP PRISSY GIRL 1307 ADELINE ST STE 240 HATTIESBURG MS 39401
LIC-03-23-026604	\$55.00		FERR CANNABIS DISPENSARY 6152 HWY 98 W STE 20 HATTIESBURG MS 39402
LIC-03-23-026615	\$45.00		UPSCALE QUEEN & GREEKS 210 WHISTLERS WAY HATTIESBURG MS 39402
LIC-03-23-026627	\$20.00		J'S INTERIOR PAINTING SERVICE 901 W PINE ST STE 13 HATTIESBURG MS 39401
LIC-08-22-024879	\$45.00		BLACK FINANCIAL SERVICES, LLC 6424 HWY 98 STE 30 HATTIESBURG MS 39402
LIC-08-22-025039	\$55.00		NATURE MED DISPENSARY 50 E YELLOWSTONE HATTIESBURG MS 39402
LIC-12-22-026093	\$45.00		PAUSE PAIN AND WELLNESS CENTER 203 S 40TH AV HATTIESBURG MS 39402
LIC-12-22-026100	\$45.00		EXCALIBUR VAPES 5266 OLD HWY 11 50 HATTIESBURG MS 39402
11	\$490.00		

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-03-23-026555	\$30.00	\$3.90	MCLEOD & RIGEL, P.A. 10 PROFESSIONAL PARKWAY HATTIESBURG MS 39402-
LIC-03-23-026562	\$1,485.00	\$742.50	ENTERTAINMENT GROUP INC 650 B PAPWORTH AV METAIRIE LA 70005
LIC-04-22-024081	\$20.00		PINEBELT HEATING & AIR CONDITIONING 692 BONHOMIE ROAD HATTIESBURG MS 39401-
LIC-04-22-024165	\$20.00		BUNDLE OF SURPRISES 328 VENETIAN WAY HATTIESBURG MS 39401

LIC-04-22-024170	\$20.00		INNOVATION LLC 402 DIXIE AV HATTIESBURG MS 39401
LIC-04-23-026628	\$0.00		VEIN INSTITUTE 6169 HWY 98 W STE 30 HATTIESBURG MS 39402
LIC-04-23-026629	\$0.00		VEIN INSTITUTE 6169 HWY 98 W STE 30 HATTIESBURG MS 39402
LIC-04-23-026630	\$20.00		QUEEN LAUNDRY 1231.5 N MAIN ST HATTIESBURG MS
LIC-04-23-026631	\$45.00		SA RECYCLING, LLC 2411 N GLASSELL ST ORANGE CA 92865
LIC-04-23-026632	\$100.00	\$67.00	TOP TIER BOARD GAMES 4700 HARDY ST STE L HATTIESBURG MS 39402
LIC-04-23-026633	\$20.00	\$2.60	AMAYA ENTERPRISE LLC 6372 HWY 98 LOT B HATTIESBURG MS 39402
LIC-04-23-026634	\$20.00		DA PERFECT BASKETS 906 W 5TH ST HATTIESBURG MS 39401
LIC-04-23-026635	\$20.00		KATMON INDUSTRIES, LLC 301 COURT ST HATTIESBURG MS 39401
LIC-04-23-026636	\$20.00		C STUDIO PHOTOGRAPHY 2009 HARDY STREET B HATTIESBURG MS 394010000
LIC-04-23-026637	\$20.00		HERNANDEZ TIRE SHOP 902 HARDY STREET HATTIESBURG MS 39401-
LIC-04-23-026638	\$20.00		L & L LAUNDRY 302 KATIE AVENUE HATTIESBURG MS 394010000
LIC-04-23-026640	\$78.00		AMEDISYS HOME HEALTH OF HATTIESBURG 3854 AMERICAN WAY STE A BATON ROUGE LA 708166038
LIC-04-23-026641	\$36.00		SUNNYBROOK DENTISTRY 210 N INTERSTATE PARKWAY SE STE 300 ATLANTA GA 30339
LIC-04-23-026642	\$20.00		ELLEN A. BEVON CPA LLC 610 W PINE STREET HATTIESBURG MS 39401-
LIC-04-23-026643	\$20.00		THE SNO-HOUSE 1069 RICHBURG ROAD HATTIESBURG MS 39402-
LIC-04-23-026644	\$30.00		LIL' TEKNON LEARNING CENTER 125 W 8TH STREET HATTIESBURG MS 39401-
LIC-04-23-026645	\$30.00		JOHNSON ELECTRIC PO BOX 17917 HATTIESBURG MS 39404
LIC-04-23-026646	\$30.00		JOHNSON ELECTRIC 169 NOBLES RD SUMRALL MS 39404

LIC-04-23-026647	\$30.00		JOHNSON ELECTRIC 169 NOBLES RD SUMRALL MS 39404
LIC-04-23-026648	\$20.00		SAGE DEN 138 E FRONT ST HATTIESBURG MS 39401
LIC-04-23-026649	\$20.00		ROBERTS & ASSOCIATES P.O. BOX 1953 HATTIESBURG MS 39403
LIC-04-23-026654	\$66.00		HARWELL & COMPANY LLC PO BOX 2625 SEMMES AL 36575
LIC-04-23-026655	\$20.00		THE ORCHID DAY SPA 692 BONHOMIE RD HATTIESBURG MS 39401
LIC-04-23-026656	\$20.00		PINEBELT HEATING & AIR CONDITIONING 692 BONHOMIE ROAD HATTIESBURG MS 39401-
LIC-04-23-026657	\$20.00		LAVISH BEAUTY SALON 108 S 10TH AV HATTIESBURG MS 39401
LIC-04-23-026658	\$30.00		FRONT PORCH BARBECUE & SEAFOOD 39 CANEBRAKE BLVD HATTIESBURG MS 39402
LIC-04-23-026659	\$20.00		GLOSSED BY JAY 2304 W 7TH ST APT 15 HATTIESBURG MS 39401
LIC-04-23-026660	\$25.00		CHICO'S #1216 11215 METRO PARKWAY FT MYERS FL 33966-
LIC-04-23-026663	\$20.00	\$2.20	THERAHS CHILD CARE 216 S 21ST AV HATTIESBURG MS 39401
LIC-04-23-026664	\$60.00	\$51.20	CELLULAR SOLUTIONS 1836 BONITA LAKES CIR MERIDIAN MS 39301
LIC-04-23-026665	\$20.00		BUNDLE OF SURPRISES 328 VENETIAN WAY HATTIESBURG MS 39401
LIC-04-23-026666	\$20.00		CARRIAGE INN MOTEL 914 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-04-23-026667	\$10.00		CARRIAGE INN MOTEL 914 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-04-23-026668	\$45.00		PEARL RIVER VALLEY OPPORTUNITY INC P.O. BOX 188 COLUMBIA MS 39429
LIC-04-23-026673	\$20.00	\$2.40	PLATINUM STYLES 1412 W 7TH STREET HATTIESBURG MS
LIC-04-23-026674	\$40.00	\$3.80	FALLON'S FASHIONS LLC 49 N HILLCREST AV APT. 3 HATTIESBURG MS 39401
LIC-04-23-026677	\$20.00		JORDAN-LOVE LUXURY EXPERIENCE 1609 W 7TH ST HATTIESBURG MS 39401

LIC-04-23-026678	\$20.00	\$2.20	I CREATE 1000 BUTLER AV HATTIESBURG MS 39402
LIC-04-23-026680	\$20.00		MESSER SCHMIDT SAFETY CONSULTANTS, LLC 127 BUSCHMAN ST STE 50 HATTIESBURG MS 39401
LIC-04-23-026682	\$30.00	\$3.90	JOHN PACE BANK REPO & AS IS AUTOAUCTION 2812 EDWARDS STREET HATTIESBURG MS 39401
LIC-04-23-026687	\$20.00		SHOEMAKE, CHARLES 26 CANEBRAKE BOULEVARD HATTIESBURG MS
LIC-04-23-026688	\$20.00		SHOEMAKE, LEE EMC 26 CANEBRAKE BOULEVARD HATTIESBURG MS 39402
LIC-04-23-026689	\$20.00	\$2.40	NANNIE MAC'S SNOWBALLS LLC 3803 W 4TH ST HATTIESBURG MS 39401
LIC-04-23-026690	\$20.00	\$2.40	NANNIE MAC'S 43 MCCARTER CIR PURVIS MS 39475
LIC-04-23-026693	\$45.00		MO'BAY BEIGNET CO. 2902 HARDY ST #10 HATTIESBURG MS 39401
LIC-04-23-026694	\$40.00		TISH GAMMILL INTERIOR DESIGN, LLC 3820 HARDY STREET HATTIESBURG MS 39402
LIC-05-22-024246	\$20.00	\$2.20	C STUDIO PHOTOGRAPHY 2009 HARDY STREET B HATTIESBURG MS 394010000
-----	-----	-----	
52	\$2,885.00	\$888.70	

Total Collection for April

New Licenses	\$490.00
Renewed Licenses	\$2,885.00
Penalties	\$888.70
Grand Total	\$4,263.70



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Deborah Bourne
cc:
Date: Tuesday, May 16, 2023
Re: Approve the City's purchase of one (1) grave space, located in the South Half (S 1/2) of the Southwest Quarter (SW 1/4), Lot 60, Section 39, at Highland Cemetery, Minute Book # 2022-137, in the amount of \$ 175.00, from Debra Franklin, Authorize manual check for the same.
File Number: 2023-313
Minute Book #

Summary

Approve the City's purchase of one (1) grave space, located in the South Half (S 1/2) of the Southwest Quarter (SW 1/4), Lot 60, Section 39, at Highland Cemetery, Minute Book # 2022-137, in the amount of \$ 175.00, from Debra Franklin, Authorize manual check for the same.

Recommendation Statement

I am recommending approval of the City's purchase of one (1) grave space.

Please place this on the May 16, 2023 City Council meeting for consideration.

Mailed: 04/12/2023

Received 05/01/2023



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

Date: 04/11/2023

To whom it may concern:

I, Debra Franklin am requesting to sell back ☐ grave space (s)

Located at Highland Cemetery, In Section 3900000001 S 1/2 of the SW 1/4, to the

City of Hattiesburg, which was purchased on March 06, 2023 at the price

Of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 175.⁰⁰

MB 2022-137

Sincerely,

Ms. Debra Franklin

Mail to:
Debra Franklin
355 Seal Ave, Apt C-1
Long Beach, MS. 39560

Phone#
228-346-9903

Approved By:
Deborah Denard



Witness by my hand [Signature]
April 08, 2023



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

April 11, 2023

RE: Buy Back for burial plot purchased for Akera A. Franklin, Sr. (Deceased)

This letter is to explain the purchase of a grave space that was purchased for the deceased name, Akera A. Franklin, Sr, who is the Son of Debra Franklin that purchased the South Half (S ½) of the Southwest Quarter (SW ¼), located on Lot 60, Section 39, at Highland Cemetery.

On March 06, 2023, Ms. Debra Franklin came into the office at Highland Cemetery and purchased a grave space at the cost of \$ 175.00, with intentions of burying her son, Akera A. Franklin, SR, On March 20, 2023 Ms. Debra Franklin returned to Highland Cemetery to advise the staff that she had decided to not bury her son, but was having him cremated and was not going to need the grave space that she purchased. It was explained to Debra Franklin that we had to wait until the deed had been issued and we receive the minute book and page number in order for her to sell the grave space back to the city.

Please see the attached signed request to sell the grave space back to the city along with all the corresponding information. Please make check payable to: Debra Franklin and mail to: 355 Seal Ave, Apt C-1, Long Beach, Ms. 39560

Thank you

Deborah Bourne

Division Manager

Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. 03-06-2023

SOLD TO:

Mr. Mrs. Miss Akera A. Franklin, Sr

ADDRESS 111 Gandy Circle Long Beach, MS 39560

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 0000000001 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

MB 2022-137

Rec'd 5/3/2023

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 Akera A. Franklin, Sr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 60

Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

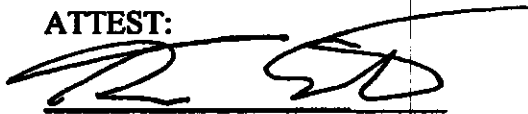
One (1) Grave space (s).

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.

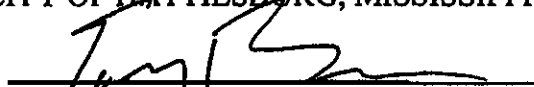
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 21st day of March, 2023.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(SEAL)

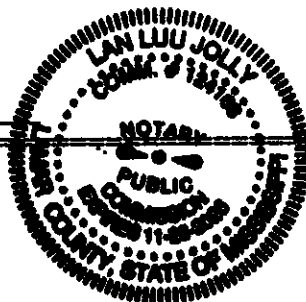
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kemas 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 21st day of March, 2023.

My Commission Expires:

11-28-2026




NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Deborah Bourne
cc:
Date: Tuesday, May 16, 2023
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2023-314
Minute Book #

Summary

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

Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the May 16, 2023 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Steve or Judy Clyburn

(4) Spaces \$ 700.00

East Half (E ½)

Lot 88, Section 39, Highland Cemetery

Alvin Douglas McGhee

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 78, Section 38, Highland Cemetery

Frank Amacker Cedeno

(1) Space \$ 175.00

0000000001

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 40, Section 38, Highland Cemetery

Nancy Towler & Dempsey Thaddeus, Jr, Amacker

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 48, Section 38, Highland Cemetery

James Hobson & Patricia Towler Bennett

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 48, Section 38, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Adulfa & Jose' Carranza

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 99, Section 39, Highland Cemetery

Cornissia Fairley

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 102, Section 38, Highland Cemetery

David L. & Roxanne Duhon

0000000001

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 44, Section 39, Highland Cemetery

Patricia Hunter

(4) Spaces

East Half (E ½)

Lot 25, Section 39, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-20-2023

SOLD TO:

Mr. Mrs. Miss Nancy Towler 3 Dempsey Thaddeus J. Amacker
ADDRESS 31 Stonercrest Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 48 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

card

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-20-2023

SOLD TO:

Mr. Mrs. Miss James Hobson Patricia Towler Bennett
ADDRESS 51 Englewood Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 48 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

card

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-20-2023

SOLD TO:

Mr. Mrs. Miss Frank Amacker Cedeno
ADDRESS 31 Stonercrest Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 40 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

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-20-2023

SOLD TO:

Mr. Mrs. Miss Alvin Douglas McGhee

ADDRESS 3418 Hardy St Apt #13 Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 78 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 [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04/20/2023

SOLD TO:

Mr. Mrs. Miss Steve OR Judy Clyburn

ADDRESS 307 Longleaf DR. 0000000001 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ — $\frac{1}{4}$ Lot No. 88 Section No. 39 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

CK# 4785

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-25 2023

SOLD TO:

Mr. Mrs. Miss David L. & Roxanne Duhon

ADDRESS 2264 Old Hwy 24 Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/2 Lot No. 44 Section No. 39 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

ck# 2757

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04/27/ 2023

SOLD TO:

Mr. Mrs. Miss Cornissia Fairley

ADDRESS Hwy 22, Apt # 00000000001ville, LA 70471

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 102 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 Debrah Buwne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-27 2023

SOLD TO:

Mr. Mrs. Miss Adulfa & José Carranza

ADDRESS 263 Sardis Church Rd. Moultrie, GA 31788

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/2 Lot No. 99 Section No. 39 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

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 5-1- 20 23

SOLD TO:

Mr. Mrs. Miss PATRICIA HUNTER

ADDRESS 108 HILLENDALE DR. HATTIESBURG, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ $\frac{1}{4}$ Lot No. 25 Section No. 39 in HIGHLAND Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Parker
Supt. of City Cemeteries

0000000001

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 Frank Amacker Cedeno, 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 40

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 May, 2023.

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 May, 2023.

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, Nancy Towler & Dempsey Thaddeus, Jr Amacker, 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 48 Section Number 38

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 May, 2023.

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 May, 2023

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, James Hobson & Patricia Towler Bennett, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number 48 Section Number 38

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 May, 2023.

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 May, 2023

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 Steve or Judy Clyburn, 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 88 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 May, 2023.

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 May 2023.

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 Alvin Douglas McGhee, 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 78

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 May, 2023.

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 May, 2023.

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 Cornissia Fairley, 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 102

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 May, 2023.

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 May, 2023.

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, Adulfa & Jose' Carranza, 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 (NE¹/₄)

Lot Number 99 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 May, 2023.

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 May, 2023

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, David L. & Roxanne Duhon, 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 44 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 May, 2023.

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 May, 2023

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 Patricia Hunter, 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 25 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 May, 2023.

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 May 2023.

My Commission Expires: _____

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, May 16, 2023
Re: Approve claims docket for the period ending May 12, 2023.
File Number: 2023-316
Minute Book #

Summary

Recommendation Statement

Please place this on the May 16, 2023 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8														
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION	
001000 BALANCE SHEET														
001000 060100 GAS/LUBRICANT-CITY BARN														
049752	PIGOTT	OIL	COMPANY	319531	2302856	2023	7	INV	P	8,741.35	051223	296799	GAS & DIESEL	
049752	PIGOTT	OIL	COMPANY	319542	2302856	2023	7	INV	P	16,274.44	051223	296799	GAS & DIESEL	
049752	PIGOTT	OIL	COMPANY	319681	2302960	2023	7	INV	P	8,253.10	051223	296799	GAS & DIESEL/FUEL S	
049752	PIGOTT	OIL	COMPANY	319712	2302960	2023	7	INV	P	15,164.07	051223	296799	GAS & DIESEL/FUEL S	
049752	PIGOTT	OIL	COMPANY	319960	2303075	2023	8	INV	P	23,191.58	051223	296799	GAS & DIESEL/FUEL S	
049752	PIGOTT	OIL	COMPANY	319968	2303168	2023	8	INV	P	21,825.17	051223	296799	GAS & DIESEL/FUEL S	
										93,449.71				
ACCOUNT TOTAL										93,449.71				
ORG 001000 TOTAL										93,449.71				
001001 REVENUES														
001001 332000 POLICE FINES														
004271	SOUTHERN	FINANCIAL	S	CMCHAT2	4/4-4/16/23	0	2023	8	INV	P	10.00	051223	296826	POLICE FINES COLLEC
004271	SOUTHERN	FINANCIAL	S	CMCHAT3	4/4-4/16/23	0	2023	8	INV	P	672.76	051223	296827	POLICE FINES COLLEC
										682.76				
ACCOUNT TOTAL										682.76				
ORG 001001 TOTAL										682.76				
001003 CITY COUNCIL														
001003 684505 REG FEE/TUITION-WARD 5														
003471	M B C -	L E O		OT#9695	0	2023	7	INV	P	225.00	051223	296771	COUNCIL - NBROWN'S	
ACCOUNT TOTAL										225.00				
ORG 001003 TOTAL										225.00				
001015 CITY COURT														
001015 501000 OTHER EXPENDABLE OFF.SPL														
003810	OFFICE	PRODUCTS	PLUS	1018159-0	2303140	2023	8	INV	P	134.93	051223	296791	COURT OFFICE SUPPLI	
ACCOUNT TOTAL										134.93				
001015 510000 CLEANING/JANITORIAL SPLY														
003810	OFFICE	PRODUCTS	PLUS	1018160-0	2303139	2023	8	INV	P	471.04	051223	296791	COURT JANITORIAL SU	
ACCOUNT TOTAL										471.04				
001015 559100 OTHER OPER.MATLS-FULL R														
003810	OFFICE	PRODUCTS	PLUS	1018157-0	2303138	2023	8	INV	P	590.73	051223	296791	BHDC SUPPLIES MAY20	
ACCOUNT TOTAL										590.73				
001015 604900 OTHER PROFESSIONAL SERV.														
049426	ENMON	ENTERPRISES		SEM05230214	2300688	2023	8	INV	P	1,320.00	051223	296721	2 QUOTE JANITORIAL	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8									
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		1,320.00		
001015 604901	004017 REGIONS CARDHOLDER S	1708 - 04-30-2023		0	OTHER PROF-TECHNOLOGY 2023 8 INV P		144.00 051223	296810	1708 - 04-30-2023 C
					ACCOUNT TOTAL		144.00		
001015 611800	002604 CURRY, WES	97520T		0	TRVL-HHS SAMHSA GRANT 2023 8 INV P		1,849.70 051223	296709	COURT WES CURRY CAS
003719	MUHAMMAD, KHADIJAH	97330T		0	2023 8 INV P		138.00 051223	296788	COURT KM ADD.PER DE
004017	REGIONS CARDHOLDER S	1346 - 04-30-2023		0	2023 8 INV P		423.31 051223	296810	1346 - 04-30-2023 C
					ACCOUNT TOTAL		2,411.01		
001015 630000	004321 SPIRE	G2023 5.3.23		0	GAS 2023 8 INV P		20.00 051223	296834	SPIRE VARIOUS DEPTS
					ACCOUNT TOTAL		20.00		
001015 630500	003700 MS POWER COMPANY	E2023 4/21/23		0	ELECTRICITY 2023 8 INV P		248.44 051223	296786	MS POWER VARIOUS DE
					ACCOUNT TOTAL		248.44		
					ORG 001015 TOTAL		5,340.15		
MAYOR/ADMIN.									
001020 570000	001020 AT&T MOBILITY	287308925627X050523		0	MTR VEHICLE REP. PTS/SPL 2023 8 INV P		47.20 051223	296660	MB2016-287/GEOTAB/A
					ACCOUNT TOTAL		47.20		
001020 604900	003414 LEXISNEXIS MATTHEW B	36313866		0	OTHER PROFESSIONAL SERV. 2023 8 INV P		30.44 051223	296769	PROF SERVICES/MS CO
					ACCOUNT TOTAL		30.44		
001020 606000	002160 AT&T MOBILITY	287289913717X050523		0	TELEPHONE AND TELEGRAPH 2023 8 INV P		99.27 051223	296659	MB2016-287/WIRELESS
					ACCOUNT TOTAL		99.27		
001020 611000	004017 REGIONS CARDHOLDER S	4524 - 04-30-2023		0	TRAVEL EXPENSE 2023 8 INV P		795.75 051223	296810	4524 - 04-30-2023
					ACCOUNT TOTAL		795.75		
001020 613000	002798 FEDERAL EXPRESS	8-118-98327		0	MESSENGER/EXPRESS SERV. 2023 8 INV P		53.05 051223	296728	MESSENGER SERVICE/A

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			53.05			
001020	615000			ADVERTISING							
003039	HATTIESBURG PUBLISHI	101500	0	2023	7	INV	P	1,399.00	051223	296746	HERE'S HATTIESBURG
004007	RAY-E FOUNDATION INC	0012	0	2023	8	INV	P	3,500.00	051223	296808	2023 JUNETEETH SPON
004017	REGIONS CARDHOLDER S	4524 - 04-30-2023	0	2023	8	INV	P	17.11	051223	296810	4524 - 04-30-2023
049848	SALES AND MARKETING	000039	0	2023	7	INV	P	100.00	051223	296815	MS PINNACLE AWARDS-
					ACCOUNT TOTAL			5,016.11			
001020	615300			ADVERTISING-MAYOR'S YOUTH CONF							
004017	REGIONS CARDHOLDER S	1286 - 04-30-2023	0	2023	8	INV	P	64.90	051223	296810	1286 - 04-30-2023 C
					ACCOUNT TOTAL			64.90			
001020	641000			OFFICE EQUIPMENT RENT							
003825	OWENS BUSINESS MACHI	465755	0	2023	8	INV	P	187.00	051223	296792	MNTHLY LEASE ADMIN
003825	OWENS BUSINESS MACHI	465756	0	2023	8	INV	P	86.07	051223	296792	MNTHLY MAINTENANCE
								273.07			
					ACCOUNT TOTAL			273.07			
001020	684000			DUES AND MEMBERSHIPS							
049879	HIGH SPEED RAIL	HAILSPEED1	0	2023	8	INV	P	500.00	051223	296749	MUNICIPAL MEMBERSHI
					ACCOUNT TOTAL			500.00			
					ORG 001020 TOTAL			6,879.79			
001040				MUNICIPAL CLERK							
001040	615000			ADVERTISING							
003141	HUB CITY SPOKES	101500	0	2023	8	INV	P	1,399.00	051223	296753	HUB CITY SPOKES ADV
003141	HUB CITY SPOKES	101771	0	2023	8	INV	P	261.00	051223	296752	HUB CITY SPOKES PUB
								1,660.00			
					ACCOUNT TOTAL			1,660.00			
					ORG 001040 TOTAL			1,660.00			
001045				PURCHASING DIV.							
001045	501000			OTHER EXPENDABLE OFF.SPL							
004017	REGIONS CARDHOLDER S	1708 - 04-30-2023	0	2023	8	INV	P	193.78	051223	296810	1708 - 04-30-2023 C
					ACCOUNT TOTAL			193.78			
					ORG 001045 TOTAL			193.78			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001090	URBAN DEVELOPMT									
001090	500300									
004328	STAPLES	3536240165	2302951	2023	7	INV P	14.38	051223	296836	SUPPLIES FOR PLANNI
ACCOUNT TOTAL							14.38			
001090	501000									
004328	STAPLES	3536240165	2302951	2023	7	INV P	76.20	051223	296836	SUPPLIES FOR PLANNI
ACCOUNT TOTAL							76.20			
001090	505000									
004017	REGIONS CARDHOLDER S	1346 - 04-30-2023	0	2023	8	INV P	205.44	051223	296810	1346 - 04-30-2023 C
ACCOUNT TOTAL							205.44			
001090	570000									
002160	AT&T MOBILITY	287308925627X050523	0	2023	8	INV P	212.40	051223	296660	MB2016-287/GEOTAB/A
ACCOUNT TOTAL							212.40			
001090	604900									
004482	TYLER TECHNOLOGIES IN	025-420643	0	2023	7	INV P	1,815.16	051223	296848	PLM SUPPORT & MAINT
ACCOUNT TOTAL							1,815.16			
001090	641000									
004050	RICOH CORP	5067248590	0	2023	8	INV P	124.67	051223	296812	COPIER USAGE, APR 2
ACCOUNT TOTAL							124.67			
ORG 001090 TOTAL							2,448.25			
001091	INFO TECHNOLOGY									
001091	604900									
002160	AT&T MOBILITY	287289913717X050523	0	2023	8	INV P	521.88	051223	296659	MB2016-287/WIRELESS
002905	GILLILANDS ELECTRONI	10479	0	2023	8	INV P	90.00	051223	296738	TELEPHONE SERVICE A
ACCOUNT TOTAL							611.88			
001091	606800									
002384	C SPIRE (MEGAGATE)	3000667134-21	0	2023	8	INV P	775.00	051223	296682	NETWORK/INTERET - M
002384	C SPIRE (MEGAGATE)	683013-67	0	2023	8	INV P	1,795.33	051223	296682	NETWORK/INTERET - M
							2,570.33			
ACCOUNT TOTAL							2,570.33			
001091	636500									
002383	C D W GOVERNMENT	JF82944	2303003	2023	8	INV P	3,049.90	051223	296681	SOFTWARE - IT DEPT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
003583	METRIX SOLUTIONS	M90798	0	2023 8	INV	P	1,828.00	051223	296776	OFFICE 365 LICENSES	
004050	RICOH CORP	5067221102	0	2023 8	INV	P	130.02	051223	296812	CHARGES FOR PRODUCT	
ACCOUNT TOTAL							5,007.92				
ORG 001091 TOTAL							8,190.13				
001092	GEN.GOV'T.BLDG										
001092	546000	MINOR EQUIPMENT									
002714	ECONOMY SUPPLY CO	097274	2302842	2023 8	INV	P	80.00	051223	296714	MATERIAL FOR CITY H	
ACCOUNT TOTAL							80.00				
001092	560500	ELECTRICAL SUPPLIES									
002901	GILKEY ELECTRIC SUPP	372964	2302874	2023 8	INV	P	410.00	051223	296737	DIGITAL TIMER FOR C	
ACCOUNT TOTAL							410.00				
001092	630000	GAS									
004321	SPIRE	G2023 5.3.23	0	2023 8	INV	P	917.45	051223	296834	SPIRE VARIOUS DEPTS	
ACCOUNT TOTAL							917.45				
001092	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2023 4/21/23	0	2023 8	INV	P	3,692.31	051223	296786	MS POWER VARIOUS DE	
003700	MS POWER COMPANY	E2023-2 MAY	0	2023 8	INV	P	1,576.33	051223	296786	MISSISSIPPI POWEREL	
							5,268.64				
ACCOUNT TOTAL							5,268.64				
001092	644900	OTHER RENT									
002273	BLOOMS GARDEN SHOP	0000003899	0	2023 8	INV	P	107.00	051223	296669	WREATH RENTALS FOR	
002720	EDWARDS PROPERTY MGM	6/2023	0	2023 8	INV	P	1,100.00	051223	296716	RENT 6/2023	
ACCOUNT TOTAL							1,207.00				
ORG 001092 TOTAL							7,883.09				
001093	INTERMODAL FAC O&M										
001093	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2023 4/21/23	0	2023 8	INV	P	2,252.14	051223	296786	MS POWER VARIOUS DE	
ACCOUNT TOTAL							2,252.14				
001093	639900	OTHER REPAIRS AND MAINT.									
004272	SOUTHERN FIRE & SPRI	20-41104	0	2023 8	INV	P	525.00	051223	296828	2023 ANNUAL INSPEC.	
ACCOUNT TOTAL							525.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
					ORG 001093		TOTAL		2,777.14				
					G/G INS.OTH SER								
001095					LEGAL								
001095	602500				0	2023	8	INV	P	8,662.00	051223	296651	PROFESSIONAL SERVIC
002048 ADAMS AND REESE, LLP 1217745					0	2023	8	INV	P	3,289.75	051223	296739	PROF SERVICE/PLANNI
002906 GLADDEN LAW OFFICE P 0307					0	2023	8	INV	P	130,922.30	051223	296780	2016 ANNEXATION TRI
003608 MILLS & SCANLON, P.A 47					0	2023	8	INV	P	500.00	051223	296783	CIVIL SERVICE COMMI
003637 MONTAGUE, PITTMAN & 49247					0	2023	8	INV	P	1,000.00	051223	296770	PROFESSIONALY SERVI
047351 LOWREY & FORTNER PA 20225440					0	2023	8	INV	P				
					ACCOUNT TOTAL				144,374.05				
					MEDICAL ANALYSIS-EMP CLINIC								
001095	602701				0	2023	8	INV	P	197.64	051223	296701	COMCAST-CITY EMPLOY
002523 COMCAST CABLEVISION 4/26/2023					0	2023	8	INV	P	29,634.43	051223	296775	4/23 EMPLOYEE CLINI
003576 MEDICAL ANALYSIS-GHV 10963					0	2023	8	INV	P	415.00	051223	296758	MB#2022-831 TWO QUO
047011 JANI-KING OF SOUTH E C05230008					2300340	2023	8	INV	P				
					ACCOUNT TOTAL				30,247.07				
					TELEPHONE AND TELEGRAPH								
001095	606000				0	2023	8	INV	P	39.88	051223	296657	BLUE LIGHTS 601.582
002158 AT&T L2023 4.20.23					0	2023	8	INV	P	203.85	051223	296657	BLUE LIGHTS" LONG D
002158 AT&T L2023-5.4.23					0	2023	8	INV	P	223.95	051223	296657	BLUE LIGHTS"LONG DI
002158 AT&T L2023.4.28.23					0	2023	8	INV	P	467.68			
					ACCOUNT TOTAL				467.68				
					BANK SERV/TRF FEE								
001095	683200				0	2023	8	INV	P	278.59	051223	296810	7079 - 04-30-2023 M
004017 REGIONS CARDHOLDER S 7079 - 04-30-2023					ACCOUNT TOTAL				278.59				
					ORG 001095		TOTAL		175,367.39				
					FED PROG ADMIN								
001096	501000				OTHER EXPENDABLE OFF.SPL								
001096	501000				2302712	2023	8	INV	P	25.00	051223	296820	DOOR PLATE AND DESK
004205 SIGNS FIRST H-84279					ACCOUNT TOTAL				25.00				
					ORG 001096		TOTAL		25.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100											POLICE/PUB.SFTY
001100	501000										OTHER EXPENDABLE OFF.SPL
002527	COMMERCIAL STATIONER	468487-0			2302916	2023	8	INV P	148.00	051223	296702 INK STAMPS FOR RECO
									148.00		ACCOUNT TOTAL
001100	501200										EXPENDABLE OFF.SPL-LIFE
004017	REGIONS CARDHOLDER S	1286 - 04-30-2023		0		2023	8	INV P	449.99	051223	296810 1286 - 04-30-2023 C
									449.99		ACCOUNT TOTAL
001100	525000										GAS AND OIL
048225	FLASH MARKET	7212184		0		2023	8	INV P	763.58	051223	296730 POLICE REMOTE SITE
048225	FLASH MARKET	7302151		0		2023	8	INV P	458.00	051223	296730 POLICE REMOTE FUEL
									1,221.58		
									1,221.58		ACCOUNT TOTAL
001100	535000										UNIFORMS, BADGES, ETC.
003590	MIDSOUTH SOLUTIONS	200178			2302198	2023	8	INV P	1,290.00	051223	296777 SHORT SLEEVE SHIRTS
									1,290.00		ACCOUNT TOTAL
001100	535500										WEARING APPAREL
004017	REGIONS CARDHOLDER S	1286 - 04-30-2023		0		2023	8	INV P	279.95	051223	296810 1286 - 04-30-2023 C
004017	REGIONS CARDHOLDER S	2080 - 04-30-2023		0		2023	8	INV P	198.73	051223	296810 2080 - 04-30-2023 C
									478.68		
									478.68		ACCOUNT TOTAL
001100	546000										MINOR EQUIPMENT
004017	REGIONS CARDHOLDER S	1286 - 04-30-2023		0		2023	8	INV P	470.76	051223	296810 1286 - 04-30-2023 C
									470.76		ACCOUNT TOTAL
001100	603000										VETERINARIAN
003106	HOLLAND VETERINARY H	67122		0		2023	8	INV P	208.57	051223	296750 VET VISIT FOR K9 IV
									208.57		ACCOUNT TOTAL
001100	604900										OTHER PROFESSIONAL SERV.
002160	AT&T MOBILITY	287308925627X050523		0		2023	8	INV P	3,044.40	051223	296660 MB2016-287/GEOTAB/A
002523	COMCAST CABLEVISION	04.27.2023		0		2023	8	INV P	119.62	051223	296701 COMCAST-H'BURG POLI
002750	EQUIFAX INFORMATION	2054800245		0		2023	8	INV P	53.35	051223	296722 ONLINE INVESTIGATIO
003033	HATTIESBURG CLINIC P	9142692		0		2023	8	INV P	650.00	051223	296744 PSYCH EVALUATION FO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
004008	RAYNER, JACK	111125	0	2023	8	INV P	2,400.00	051223	296809	POLYGRAPH FOR RECRU
004453	TRANSUNION RISK AND	362606-202304-1	0	2023	8	INV P	421.20	051223	296844	ONLINE INVESTIGATIO
ACCOUNT TOTAL							6,688.57			
001100	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	L2022-28 APR	0	2023	8	INV P	202.00	051223	296657	AT&T A PARKER-DEPT
002158	AT&T	M3182220010593 4/23	0	2023	8	INV P	413.50	051223	296658	POLICE 4/23/23
							615.50			
002160	AT&T MOBILITY	287289913717X050523	0	2023	8	INV P	8,021.55	051223	296659	MB2016-287/WIRELESS
048026	SOUTHERN BILLING	32696	0	2023	8	INV P	137.37	051223	296825	METRO PHONE SERVICE
ACCOUNT TOTAL							8,774.42			
001100	611000			TRAVEL EXPENSE						
004210	SIMS, JULIUS HARDY	97500T/SIMS	0	2023	8	INV P	827.52	051223	296821	TRAVEL ADVANCE 2023
ACCOUNT TOTAL							827.52			
001100	612000			FREIGHT						
002879	GALL'S LLC	024392100	2303085	2023	8	INV P	40.00	051223	296735	BLEEDING TOURNIQUET
ACCOUNT TOTAL							40.00			
001100	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2023 4/21/23	0	2023	8	INV P	10,218.10	051223	296786	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023-2 MAY	0	2023	8	INV P	3,426.03	051223	296786	MISSISSIPPI POWEREL
							13,644.13			
ACCOUNT TOTAL							13,644.13			
001100	638000			FIXED EQUIPMENT R&M						
004050	RICOH CORP	1097023055	0	2023	8	INV P	261.95	051223	296812	REPAIRS TO DISPATCH
ACCOUNT TOTAL							261.95			
001100	638400			MOTOR VEHICLE EQ. R&M						
003915	PINE BELT CDJR, INC	531698	2302260	2023	7	INV P	1,115.58	051223	296800	REPAIRS TO UNIT#204
003915	PINE BELT CDJR, INC	532144	2302513	2023	7	INV P	1,249.45	051223	296800	REPAIRS TO UNIT#204
							2,365.03			
ACCOUNT TOTAL							2,365.03			
001100	639800			TOW IN CHARGES						
003389	LARRY'S WRECKER SERV	10992	0	2023	8	INV P	70.00	051223	296768	TOWING OF UNIT#2113
003389	LARRY'S WRECKER SERV	11158	0	2023	7	INV P	70.00	051223	296768	TOWING OF UNIT#1934

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8												
ACCOUNT/VENDOR		INVOICE			PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
003389	LARRY'S WRECKER SERV	11172			0	2023	8	INV P	70.00	051223	296768	TOWING OF UNT#17804
003389	LARRY'S WRECKER SERV	11261			0	2023	8	INV P	70.00	051223	296768	TOWING OF UNIT#1970
003389	LARRY'S WRECKER SERV	11269			0	2023	8	INV P	70.00	051223	296768	TOWING OF UNIT#1820
									350.00			
ACCOUNT TOTAL									350.00			
001100	684500	REGISTRATION FEE/TUITION										
003668	MS ASSN OF CHIEFS OF	34899			2303177	2023	8	INV P	350.00	051223	296784	REG. FOR CHIEF CONF
ACCOUNT TOTAL									350.00			
001100	732400	EQUIP-BYRNE '22										
002879	GALL'S LLC	024392100			2303085	2023	8	INV P	1,278.00	051223	296735	BLEEDING TOURNIQUET
ACCOUNT TOTAL									1,278.00			
001100	739900	OTHER EQUIPMENT										
003169	IDEMIA IDENTITY & SE	157391			2300831	2023	8	INV P	24,778.00	051223	296754	TWO-QUOTE LIVESCAN
ACCOUNT TOTAL									24,778.00			
ORG 001100 TOTAL									63,625.20			
001131	JOINT P&F TRNG.											
001131	501000	OTHER EXPENDABLE OFF.SPL										
002527	COMMERCIAL STATIONER	468310-0			2303113	2023	8	INV P	112.07	051223	296702	OFFICE SUPPLIES
003810	OFFICE PRODUCTS PLUS	1015623-1			0	2023	7	INV P	15.75	051223	296791	OFFICE SUPPLIES PO
ACCOUNT TOTAL									127.82			
001131	502000	MINOR OFFICE EQUIP/FURN.										
004057	RJ YOUNG COMPANY	INV6293207			0	2023	7	INV P	265.51	051223	296813	P/F TRAINING ACADEM
ACCOUNT TOTAL									265.51			
001131	510000	CLEANING/JANITORIAL SPLY										
002527	COMMERCIAL STATIONER	468310-0			2303113	2023	8	INV P	216.24	051223	296702	OFFICE SUPPLIES
ACCOUNT TOTAL									216.24			
001131	535500	WEARING APPAREL										
002728	ELITE SCREEN PRINTIN	46777			2302906	2023	7	INV P	288.00	051223	296717	RECRUIT CAPS
ACCOUNT TOTAL									288.00			
001131	559100	OTHER OPER.MATLS-FULL R										
004017	REGIONS CARDHOLDER S	2080 - 04-30-2023			0	2023	8	INV P	187.36	051223	296810	2080 - 04-30-2023 C
ACCOUNT TOTAL									187.36			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001131	630000			GAS						
004321	SPIRE	G2023 5.3.23	0	2023 8	INV	P	23.05 051223		296834	SPIRE VARIOUS DEPTS
ACCOUNT TOTAL							23.05			
001131	644900			OTHER RENT						
004682	WOOLWINE LLC DBA DEA 25353		2302971	2023 8	INV	P	158.55 051223		296860	VAN RENTAL
ACCOUNT TOTAL							158.55			
001131	6845FR			REGISTRATION-FIRE						
003087	HESSION, CHANCE	9735	0	2023 7	INV	P	184.00 051223		296748	HFD C HESSION FIRE
004061	ROBBINS TONY	9740	0	2023 7	INV	P	184.00 051223		296814	HFD T ROBBINS FIRE
004331	STATE FIRE ACADEMY	30346	0	2023 8	INV	P	360.00 051223		296837	MSFA Fireground Lea
004331	STATE FIRE ACADEMY	30362	0	2023 8	INV	P	360.00 051223		296837	MSFA Invoice for Fi
004331	STATE FIRE ACADEMY	30482	0	2023 8	INV	P	20.00 051223		296837	MSFA RECRUTI FAIRLE
004331	STATE FIRE ACADEMY	30487	0	2023 8	INV	P	360.00 051223		296837	MSFA T. ROBBINS FIR
							1,100.00			
048780	MADDEN WILLIAM	9741	0	2023 7	INV	P	184.00 051223		296772	HFD W MADDEN FIRST
ACCOUNT TOTAL							1,652.00			
ORG 001131 TOTAL							2,918.53			
001160	FIRE DIVISION									
001160	510000			CLEANING/JANITORIAL SPLY						
002471	CINTAS CORPORATION # 4153312553		0	2023 7	INV	P	27.89 051223		296689	HFD MECHANIC SHOP J
002471	CINTAS CORPORATION # 4154010905		0	2023 8	INV	P	30.03 051223		296689	HFD MECHANIC SHOP J
002471	CINTAS CORPORATION # 4154718126		0	2023 8	INV	P	30.03 051223		296689	HFD MECHANIC SHOP J
							87.95			
ACCOUNT TOTAL							87.95			
001160	512000			MEDICAL SUPPLIES						
049761	BOUND TREE MEDICAL L 84922667		2302736	2023 8	INV	P	3,995.00 051223		296671	HFD MEDICAL SUPPLIE
ACCOUNT TOTAL							3,995.00			
001160	525000			GAS AND OIL						
048225	FLASH MARKET	7213185	0	2023 8	INV	P	10.11 051223		296730	FIRE REMOTE FUEL PU
ACCOUNT TOTAL							10.11			
001160	525700			DIESEL FUEL						
048225	FLASH MARKET	7213185	0	2023 8	INV	P	570.23 051223		296730	FIRE REMOTE FUEL PU
048225	FLASH MARKET	7302152	0	2023 8	INV	P	719.37 051223		296730	FIRE REMOTE FUEL PU

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
							1,289.60				
ACCOUNT TOTAL							1,289.60				
001160	570000			MTR VEHICLE	REP.	PTS/SPL					
002160	AT&T MOBILITY	287308925627X050523	0	2023	8	INV P	354.00	051223	296660	MB2016-287/GEOTAB/A	
002194	BARDING GENERATOR &	9298	2303080	2023	8	INV P	374.45	051223	296666	HFD LADDER 1 UNIT #	
002194	BARDING GENERATOR &	9310	2303108	2023	8	INV P	759.80	051223	296666	HFD BATTERIES FOR L	
							1,134.25				
002738	EMPIRE TRUCK SALES	CE006209199:01	2302924	2023	7	INV P	178.89	051223	296718	HFD LADDER 6 UNIT #	
003964	PRECISION FAB & REFU	00004	2303014	2023	8	INV P	518.95	051223	296805	HFD LADDER 1 UNIT #	
004017	REGIONS CARDHOLDER S	1708 - 04-30-2023	0	2023	8	INV P	35.96	051223	296810	1708 - 04-30-2023 C	
004297	SOUTHERN TIRE MART (	2520121378	2302956	2023	8	INV P	684.00	051223	296832	HFD ENGINE 1 UNIT #	
004297	SOUTHERN TIRE MART (	2727894	2302911	2023	8	INV P	1,268.00	051223	296832	HFD LADDER 6 UNIT #	
							1,952.00				
004368	SUNBELT FIRE INC	00001284	2303008	2023	8	INV P	22.71	051223	296838	HFD LADDER 1 UNIT #	
004465	TRUCKPRO LLC	039-0714887	2303154	2023	8	INV P	1,152.32	051223	296846	HFD LADDER 8 UNIT #	
ACCOUNT TOTAL							5,349.08				
001160	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287290217384X050523	0	2023	8	INV P	1,460.83	051223	296661	MB2016-287/WIRELESS	
ACCOUNT TOTAL							1,460.83				
001160	612000			FREIGHT							
002738	EMPIRE TRUCK SALES	CE006209199:01	2302924	2023	7	INV P	10.00	051223	296718	HFD LADDER 6 UNIT #	
004368	SUNBELT FIRE INC	00001284	2303008	2023	8	INV P	21.36	051223	296838	HFD LADDER 1 UNIT #	
004465	TRUCKPRO LLC	039-0714887	2303154	2023	8	INV P	.90	051223	296846	HFD LADDER 8 UNIT #	
ACCOUNT TOTAL							32.26				
001160	630000			GAS							
004321	SPIRE	G2023 4.21	0	2023	8	INV P	666.75	051223	296834	SPIRE 3802 MONTAGUE	
004321	SPIRE	G2023 5.3.23	0	2023	8	INV P	245.40	051223	296834	SPIRE VARIOUS DEPTS	
							912.15				
ACCOUNT TOTAL							912.15				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
001160	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2023 4/21/23		0	2023	8	INV P	2,618.05	051223		296786 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023-2 MAY		0	2023	8	INV P	1,431.47	051223		296786 MISSISSIPPI POWEREL
								4,049.52			
003873	PEARL RIVER VALLEY E	2023 26 APR		0	2023	8	INV P	633.34	051223		296795 PEARL RIVER VALLEY
004282	SOUTHERN PINE ELECTR	E2023-05/03/23		0	2023	8	INV P	818.81	051223		296830 SOUTHERN PINE ELECT
ACCOUNT TOTAL								5,501.67			
001160	631500				WATER						
002146	ARNOLD LINE WATER AS	T2023 4.21.23		0	2023	8	INV P	44.00	051223		296656 ARNOLD LINE WATER H
ACCOUNT TOTAL								44.00			
001160	635000				BUILDING R&M						
002029	A TO Z MOBILE HOME P	7408		2303064	2023	8	INV P	145.95	051223		296647 HFD STATION 2 REPAI
004234	SMITH, JIM SERVICES	I92707		0	2023	8	INV P	1,094.00	051223		296823 HFD STATION 9 AIR C
004256	SOLAR SUPPLY INC	3464236		2302676	2023	8	INV P	316.56	051223		296824 HFD A/C FILTERS FOR
ACCOUNT TOTAL								1,556.51			
001160	638400				MOTOR VEHICLE EQ. R&M						
002035	AAMCO TRANSMISSION (	J147392		2303114	2023	8	INV P	2,200.17	051223		296648 HFD BC10 UNIT #1983
ACCOUNT TOTAL								2,200.17			
001160	639000				COMMUNICATION EQ. R&M						
003189	INTERACT PUBLIC SAFE	CPSMN0003271		0	2023	7	INV P	727.65	051223		296756 HFD CAD NG INTERFAC
ACCOUNT TOTAL								727.65			
001160	639900				OTHER REPAIRS AND MAINT.						
003681	MS FIRE & SAFETY OF	80160		0	2023	8	INV P	89.00	051223		296785 HFD STATION 8 SERVI
ACCOUNT TOTAL								89.00			
001160	641000				OFFICE EQUIPMENT RENT						
004050	RICOH CORP	37965453		0	2023	8	INV P	192.00	051223		296812 HFD ADMIN OFFICE CO
004050	RICOH CORP	5067249372		0	2023	8	INV P	39.01	051223		296812 HFD ADMIN COPIER OV
								231.01			
ACCOUNT TOTAL								231.01			
001160	642500				CYLINDER RENT						
002071	AIRGAS USA LLC (NORD	9992350816		0	2023	8	INV P	42.18	051223		296652 HFD STATION 8 OXYGE
002071	AIRGAS USA LLC (NORD	9996652992		0	2023	8	INV P	57.55	051223		296652 HFD STATION 8 OXYGE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8				ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
													99.73		
004273	SOUTHERN GAS & SUPPL	37716523		0	2023	8	INV	P		111.75	051223		296829	HFD MEDICAL OXYGEN	
ACCOUNT TOTAL													211.48		
001160	643500				MOP-MAT-RAG	RENT									
002471	CINTAS CORPORATION #	4140708215		0	2023	8	INV	P		54.98	051223		296689	HFD ADMIN OFFICE MA	
002471	CINTAS CORPORATION #	4154718822		0	2023	8	INV	P		59.21	051223		296689	HFD ADMIN OFFICE RU	
													114.19		
ACCOUNT TOTAL													114.19		
001160	684700				CONTINUING EDUCATION										
003030	HATTEN, LUKE	9736		0	2023	7	INV	P		276.00	051223		296743	HFD L HATTEN VEHICL	
004017	REGIONS CARDHOLDER S	1708 - 04-30-2023		0	2023	8	INV	P		2,650.54	051223		296810	1708 - 04-30-2023 C	
ACCOUNT TOTAL													2,926.54		
ORG 001160 TOTAL													26,739.20		
001180			LAND DEVEL.ADM.												
001180	501000				OTHER EXPENDABLE	OFF.SPL									
004328	STAPLES	3536240165		2302951	2023	7	INV	P		374.01	051223		296836	SUPPLIES FOR PLANNI	
ACCOUNT TOTAL													374.01		
001180	570000				MTR VEHICLE REP.	PTS/SPL									
002166	AUTO ARMATURE SERVIC	30976		2302892	2023	7	INV	P		164.95	051223		296663	BATTERY FOR UNIT #	
ACCOUNT TOTAL													164.95		
001180	601300				DEMOLITION										
003718	MSP ENTERPRISES, LLC	050423-0		0	2023	8	INV	P		15,310.62	051223		296787	DEMO - 205 COLUMBIA	
ACCOUNT TOTAL													15,310.62		
001180	601800				LOT CLEARING										
003718	MSP ENTERPRISES, LLC	042823-0		0	2023	8	INV	P		857.54	051223		296787	LOT CLEARING - 0 E	
003718	MSP ENTERPRISES, LLC	042823-1		0	2023	8	INV	P		28,095.06	051223		296787	LOT CLEARING - 0 SC	
													28,952.60		
ACCOUNT TOTAL													28,952.60		
001180	638400				MOTOR VEHICLE EQ.	R&M									
004514	UNIVERSITY TIRE & SE	214433		2302990	2023	7	INV	P		46.95	051223		296851	OIL CHANGE FOR UNIT	
ACCOUNT TOTAL													46.95		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ORG 001180		TOTAL		44,849.13		
001190				P/S CONTRAC.SER							
001190 681500				JAIL EXPENSE							
002851 FORREST CTY SUPERVIS				3.1.23-3.31.23	0	2023	8	INV P	65,446.91	051223	296732 HOUSING OF INMATES
003371 LAMAR CTY SHERIFF				04.01.23-04.30.23	0	2023	8	INV P	60.00	051223	296766 HOUSING OF INMATES
					ACCOUNT TOTAL				65,506.91		
					ORG 001190		TOTAL		65,506.91		
001191				TRAFFIC MAINT.							
001191 570000				MTR VEHICLE REP. PTS/SPL							
002160 AT&T MOBILITY				287308925627X050523	0	2023	8	INV P	94.40	051223	296660 MB2016-287/GEOTAB/A
					ACCOUNT TOTAL				94.40		
001191 630500				ELECTRICITY							
003700 MS POWER COMPANY				E2023 4/21/23	0	2023	8	INV P	1,061.82	051223	296786 MS POWER VARIOUS DE
					ACCOUNT TOTAL				1,061.82		
001191 643000				UNIFORM RENT							
002471 CINTAS CORPORATION # 4154008743					0	2023	8	INV P	25.00	051223	296689 TRAFFIC UNIFORM SC
					ACCOUNT TOTAL				25.00		
001191 643500				MOP-MAT-RAG RENT							
002471 CINTAS CORPORATION # 4154008412					0	2023	8	INV P	8.30	051223	296689 TRAFFIC MATS SC/82
					ACCOUNT TOTAL				8.30		
001191 687000				CUSTODIAL SERVICE							
002037 AB SUPPORT SERVICES				481017	2301150	2023	8	INV P	424.00	051223	296649 TWO QUOTE - JANITOR
					ACCOUNT TOTAL				424.00		
					ORG 001191		TOTAL		1,613.52		
001201				STREET DIV.							
001201 540000				ASPHALT & ASPHALT PROD.							
004586 WARREN PAVING INC				76147	2302860	2023	7	INV P	359.34	051223	296853 ASPHALT FOR VARIOUS
004586 WARREN PAVING INC				76231	2302860	2023	7	INV P	450.40	051223	296853 ASPHALT FOR VARIOUS
004586 WARREN PAVING INC				76318	2302860	2023	7	INV P	621.07	051223	296853 ASPHALT FOR VARIOUS
004586 WARREN PAVING INC				76479	2302860	2023	8	INV P	529.58	051223	296853 ASPHALT FOR VARIOUS
004586 WARREN PAVING INC				76549	2302860	2023	8	INV P	324.61	051223	296853 ASPHALT FOR VARIOUS
004586 WARREN PAVING INC				76611	2302860	2023	8	INV P	469.75	051223	296853 ASPHALT FOR VARIOUS
004586 WARREN PAVING INC				76744	2302860	2023	8	INV P	517.26	051223	296853 ASPHALT FOR VARIOUS
004586 WARREN PAVING INC				76797	2302860	2023	8	INV P	194.41	051223	296853 ASPHALT FOR VARIOUS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8									
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	
									3,466.42
ACCOUNT TOTAL									3,466.42
001201	541000				BRICK,STONE,MORTAR,ETC.				
004586	WARREN PAVING INC	75632	2302846	2023	7	INV	P	1,052.15	051223 296853 610 LIMESTONE
ACCOUNT TOTAL									1,052.15
001201	542000				DRAINAGE PIPE & CULVERTS				
002657	DEWS, C L & SONS FOU	206681	2302645	2023	8	INV	P	2,000.00	051223 296711 DRAINS INLETS
ACCOUNT TOTAL									2,000.00
001201	546000				MINOR EQUIPMENT				
003543	MCELHANEY PLUMBING I	296103	2303128	2023	8	INV	P	679.00	051223 296774 WATER FOUNTAIN/BREA
ACCOUNT TOTAL									679.00
001201	560500				ELECTRICAL SUPPLIES				
002901	GILKEY ELECTRIC SUPP	373036	2303044	2023	8	INV	P	72.00	051223 296737 GAS ISLAND LIGHTS F
ACCOUNT TOTAL									72.00
001201	570000				MTR VEHICLE REP. PTS/SPL				
002160	AT&T MOBILITY	287308925627X050523	0	2023	8	INV	P	1,085.60	051223 296660 MB2016-287/GEOTAB/A
002166	AUTO ARMATURE SERVIC	30986	2302905	2023	7	INV	P	524.85	051223 296663 BATTERIES/UNIT 1600
002535	COMSOUTH	203620	2303079	2023	8	INV	P	90.00	051223 296703 REPAIR VEHICLE CHAR
003034	HATTIESBURG HYDRAULI	99610	2302783	2023	7	INV	P	74.00	051223 296745 REPAIRS/UNIT #12956
048827	CARQUEST	14758-24730	2303054	2023	8	INV	P	131.40	051223 296683 UNIT 12956 LOW BOY
ACCOUNT TOTAL									1,905.85
001201	604900				OTHER PROFESSIONAL SERV.				
002460	CHEMPRO SERVICES	17652	2302203	2023	7	INV	P	19,650.00	051223 296687 TWO QUOTE/HERBICIDE
002778	FAIRLEY, BILLY RAY	767432	2302903	2023	8	INV	P	4,950.00	051223 296725 13TH AVE (ALLEY) ST
047034	BUGZ LAWN CARE	17	0	2023	8	INV	P	1,200.00	051223 296677 MONTHLY MAINTENACE
048836	PAYTON, RAY A.	10275	0	2023	8	INV	P	1,500.00	051223 296794 APRIL WEEKLY MAINT
048966	MARTINEZ DAVID J	112	0	2023	8	INV	P	2,000.00	051223 296773 APRIL WEEKLY MAINT
ACCOUNT TOTAL									29,300.00
001201	611000	TRAVEL EXPENSE							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
003884	PERKINS, RONNIE	OT9742	0	2023	8	INV P	138.00	051223	296796	TRAVEL ADV/APWA CON	
ACCOUNT TOTAL							138.00				
001201	612000	FREIGHT									
002836	FLUIDS INC.	15129	2302796	2023	7	INV P	330.00	051223	296731	MOSQUITO CHEMICALS	
003843	PARISH TRACTOR (HATT	P07507	2302961	2023	7	INV P	100.00	051223	296793	BUSH HOG PARTS/UNIT	
004017	REGIONS CARDHOLDER S	1346 - 04-30-2023	0	2023	8	INV P	934.27	051223	296810	1346 - 04-30-2023 C	
ACCOUNT TOTAL							1,364.27				
001201	638400	MOTOR VEHICLE EQ. R&M									
003034	HATTIESBURG HYDRAULI	99609	2302698	2023	8	INV P	1,397.23	051223	296745	REPAIRS/UNIT #12956	
ACCOUNT TOTAL							1,397.23				
001201	638700	AGRICULTURAL EQ. R&M									
002083	ALLBRITTON CHAIN SAW	15454	2302985	2023	8	INV P	24.70	051223	296653	REPAIR ON MOWER	
ACCOUNT TOTAL							24.70				
001201	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4154008481	0	2023	8	INV P	44.38	051223	296689	UNIFORM SC 82000447	
002471	CINTAS CORPORATION #	4154008556	0	2023	8	INV P	103.47	051223	296688	UNIFORM SC 82010044	
002471	CINTAS CORPORATION #	4154008657	0	2023	8	INV P	92.38	051223	296688	UNIFORM SC 82000447	
002471	CINTAS CORPORATION #	4154008711	0	2023	8	INV P	19.99	051223	296689	UNIFORM SC 82000447	
002471	CINTAS CORPORATION #	4154008770	0	2023	8	INV P	48.76	051223	296689	UNIFORM SC 82000447	
002471	CINTAS CORPORATION #	4154715818	0	2023	8	INV P	44.45	051223	296689	UNIFORMS SC 8200044	
002471	CINTAS CORPORATION #	4154715828	0	2023	8	INV P	44.38	051223	296689	UNIFORMS SC 8200044	
002471	CINTAS CORPORATION #	4154715896	0	2023	8	INV P	100.66	051223	296688	UNIFORMS SC 8200044	
002471	CINTAS CORPORATION #	4154716036	0	2023	8	INV P	82.71	051223	296688	UNIFORMS SC 8200044	
002471	CINTAS CORPORATION #	4154716072	0	2023	8	INV P	19.99	051223	296689	UNIFORM SC 82000447	
							601.17				
ACCOUNT TOTAL							601.17				
001201	684500	REGISTRATION FEE/TUITION									
002111	AMERICAN PUBLIC WORK	OT9742	0	2023	8	INV P	310.00	051223	296655	APWA CONF. RPERKINS	
ACCOUNT TOTAL							310.00				
ORG 001201 TOTAL							42,310.79				
001202	STREET LIGHTS										
001202	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2023 4.21	0	2023	8	INV P	151.24	051223	296786	MS POWER SECURITY C	
003700	MS POWER COMPANY	E2023 4/21/23	0	2023	8	INV P	101,899.32	051223	296786	MS POWER VARIOUS DE	
003700	MS POWER COMPANY	E2023-1 MAY	0	2023	8	INV P	125.48	051223	296786	MISSISSIPPI POWER-	
003700	MS POWER COMPANY	E2023-2 MAY	0	2023	8	INV P	3,239.26	051223	296786	MISSISSIPPI POWEREL	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003700	MS POWER COMPANY	E2023-5 MAY	0	2023	8	INV	P		100.52	051223	296786 MISSISSIPPI POWER E
									105,515.82		
003873	PEARL RIVER VALLEY E	2023 24 APR	0	2023	8	INV	P		452.84	051223	296795 PEARL RIVER VALLE E
003873	PEARL RIVER VALLEY E	2023 26 APR	0	2023	8	INV	P		2,692.76	051223	296795 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023 4.21.23	0	2023	8	INV	P		1,221.31	051223	296795 PRVEPA VARIOUS DEPT
003873	PEARL RIVER VALLEY E	2023 4.27.23	0	2023	8	INV	P		330.20	051223	296795 PRVEPA VARIOUS DEPT
									4,697.11		
004282	SOUTHERN PINE ELECTR	E2023-05/03/23	0	2023	8	INV	P		2,043.99	051223	296830 SOUTHERN PINE ELECT
									ACCOUNT TOTAL		112,256.92
									ORG 001202	TOTAL	112,256.92
001203				ENGR/PUBLIC SER							
001203	501000			OTHER EXPENDABLE OFF.SPL							
003772	NEWELL PAPER COMPANY	4150774	2302991	2023	8	INV	P		604.98	051223	296790 OFFICE SUPPLIES (NE
004017	REGIONS CARDHOLDER S	1346 - 04-30-2023	0	2023	8	INV	P		23.52	051223	296810 1346 - 04-30-2023 C
									ACCOUNT TOTAL		628.50
001203	505000			SUBSCRIPTIONS,MAGS,MAPS							
004017	REGIONS CARDHOLDER S	1708 - 04-30-2023	0	2023	8	INV	P		256.67	051223	296810 1708 - 04-30-2023 C
									ACCOUNT TOTAL		256.67
001203	570000			MTR VEHICLE REP. PTS/SPL							
002160	AT&T MOBILITY	287308925627X050523	0	2023	8	INV	P		47.20	051223	296660 MB2016-287/GEOTAB/A
									ACCOUNT TOTAL		47.20
001203	601500			ENGINEERING							
004197	SHOWS DEARMAN & WAIT	23379	0	2023	8	INV	P		1,977.50	051223	296819 MB 2012-1/34 GENERA
004197	SHOWS DEARMAN & WAIT	23441	0	2023	8	INV	P		1,295.00	051223	296819 MB 2012-1/34 GENERA
									3,272.50		
									ACCOUNT TOTAL		3,272.50
001203	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287289913717X050523	0	2023	8	INV	P		52.15	051223	296659 MB2016-287/WIRELESS
									ACCOUNT TOTAL		52.15
001203	630000			GAS							
004321	SPIRE	G2023 5.3.23	0	2023	8	INV	P		56.55	051223	296834 SPIRE VARIOUS DEPTS
									ACCOUNT TOTAL		56.55

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001203	630500			ELECTRICITY					
003700	MS POWER COMPANY	E2023 4/21/23	0	2023 8	INV	P	449.24 051223	296786	MS POWER VARIOUS DE
				ACCOUNT TOTAL			449.24		
001203	638400			MOTOR VEHICLE EQ. R&M					
002815	FIRESTONE COMPLETE A	266913	2300111	2023 8	INV	P	649.95 051223	296729	TIRES & ALIGNMENT F
				ACCOUNT TOTAL			649.95		
001203	687000			CUSTODIAL SERVICE					
002037	AB SUPPORT SERVICES	4B1017	2301150	2023 8	INV	P	424.00 051223	296649	TWO QUOTE - JANITOR
				ACCOUNT TOTAL			424.00		
				ORG 001203	TOTAL		5,836.76		
001204				SHOP DIVISION					
001204	630000			GAS					
004321	SPIRE	G2023 5.3.23	0	2023 8	INV	P	938.37 051223	296834	SPIRE VARIOUS DEPTS
				ACCOUNT TOTAL			938.37		
001204	642500			CYLINDER RENT					
002071	AIRGAS USA LLC (NORD	9996652990	0	2023 8	INV	P	471.05 051223	296652	CYLINDER RENTAL/PW
				ACCOUNT TOTAL			471.05		
001204	643000			UNIFORM RENT					
002471	CINTAS CORPORATION #	4154008688	0	2023 8	INV	P	61.89 051223	296688	UNIFORM RENTAL/SC#8
002471	CINTAS CORPORATION #	4154716010	0	2023 8	INV	P	69.69 051223	296688	UNIFORMPWSHOP/SC#82
							131.58		
				ACCOUNT TOTAL			131.58		
				ORG 001204	TOTAL		1,541.00		
001205				G O & F S DIV.					
001205	630500			ELECTRICITY					
003700	MS POWER COMPANY	E2023 4/21/23	0	2023 8	INV	P	74.83 051223	296786	MS POWER VARIOUS DE
				ACCOUNT TOTAL			74.83		
				ORG 001205	TOTAL		74.83		
001206				DRAINAGE DIV.					
001206	606000			TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287290252011X050523	0	2023 8	INV	P	1,671.06 051223	296662	MB2016-287/WIRELESS
				ACCOUNT TOTAL			1,671.06		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001206	729500										
											OTHER IMPROVEMENTS
004197	SHOWS DEARMAN & WAIT	23380	0			2023	8	INV P	5,602.50	051223	296819 MB 2012-1/34 THAMES
004197	SHOWS DEARMAN & WAIT	23442	0			2023	8	INV P	3,925.00	051223	296819 MB 2012-1/34 THAMES
									9,527.50		
									ACCOUNT TOTAL		9,527.50
									ORG 001206	TOTAL	11,198.56
001207											CONSTRUCTION
001207	560000										BUILDING MATERIALS & SPLY
004017	REGIONS CARDHOLDER S	1286 - 04-30-2023	0			2023	8	INV P	305.27	051223	296810 1286 - 04-30-2023 C
									ACCOUNT TOTAL		305.27
001207	604900										OTHER PROFESSIONAL SERV.
003191	INTERFACE SECURITY S	20462167	0			2023	8	INV P	48.87	051223	296757 SECURITY SYSTEM/TWI
									ACCOUNT TOTAL		48.87
001207	638400										MOTOR VEHICLE EQ. R&M
002035	AAMCO TRANSMISSION (	I145698	2303188			2023	8	INV P	566.32	051223	296648 RPL SPARK PLUGS/UNI
									ACCOUNT TOTAL		566.32
001207	642500										CYLINDER RENT
002071	AIRGAS USA LLC (NORD	9996652991	0			2023	8	INV P	232.81	051223	296652 CYLINDER RENTAL/LRG
									ACCOUNT TOTAL		232.81
001207	643000										UNIFORM RENT
002471	CINTAS CORPORATION #	4154008606	0			2023	8	INV P	53.55	051223	296689 UNIFORM RENTAL/SC#8
002471	CINTAS CORPORATION #	4154715870	0			2023	8	INV P	51.60	051223	296689 UNIFORMCONST/SC#820
									105.15		
									ACCOUNT TOTAL		105.15
									ORG 001207	TOTAL	1,258.42
001220											SANITATION DIV.
001220	501000										OTHER EXPENDABLE OFF.SPL
004634	WHEELER'S JANITORIAL	11446	2302984			2023	8	INV P	40.50	051223	296858 OFFICE/CLEANING SU
									ACCOUNT TOTAL		40.50
001220	510000										CLEANING/JANITORIAL SPLY
004634	WHEELER'S JANITORIAL	11446	2302984			2023	8	INV P	68.40	051223	296858 OFFICE/CLEANING SU
									ACCOUNT TOTAL		68.40

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
001220	511000			HOUSEHOLD SUPPLIES							
004634	WHEELER'S JANITORIAL	11446	2302984	2023	8	INV P	594.20	051223	296858	OFFICE/CLEANING	SU
ACCOUNT TOTAL							594.20				
001220	513000			CHEMICALS							
003772	NEWELL PAPER COMPANY	4151353	2303090	2023	8	INV P	478.00	051223	296790	OIL DRY FOR SANITAT	
004583	WARING OIL CO	236055	2303037	2023	8	INV P	4,113.88	051223	296852	CHEVRON AW68 FOR SA	
ACCOUNT TOTAL							4,591.88				
001220	570000			MTR VEHICLE REP. PTS/SPL							
002367	BURROUGHS DIESEL INC	809952	2303087	2023	8	INV P	71.70	051223	296680	UNIT 21388 HOOD LAT	
002739	EMPIRE TRUCK SALES	CE006209412:01	2302947	2023	8	INV P	90.57	051223	296719	UNIT 20089 SOLENOID	
002739	EMPIRE TRUCK SALES	CE006209524:01	2303091	2023	8	INV P	258.00	051223	296719	UNIT 20068 PARK BRA	
002739	EMPIRE TRUCK SALES	CE006209686:01	2303107	2023	8	INV P	600.00	051223	296719	UNIT 20089 AIR DRYE	
							948.57				
003253	JOHNNY'S WRECKER SER	00045820	0	2023	8	INV P	375.00	051223	296760	PULL UNIT 20069 OUT	
047038	KENWORTH OF MISSISSI	2030202259	2302962	2023	8	INV P	46.60	051223	296762	UNIT 21387 OIL CAP	
048827	CARQUEST	14758-24709	2303048	2023	8	INV P	64.19	051223	296683	UNIT 20596 REPAIR	
ACCOUNT TOTAL							1,506.06				
001220	604900			OTHER PROFESSIONAL SERV.							
002160	AT&T MOBILITY	287308925627X050523	0	2023	8	INV P	613.60	051223	296660	MB2016-287/GEOTAB/A	
002294	BOURNE BROTHERS PRIN	87989	2301894	2023	8	INV P	177.06	051223	296672	DECAL, LETTERING, &	
ACCOUNT TOTAL							790.66				
001220	612000			FREIGHT							
002739	EMPIRE TRUCK SALES	CE006209066:01	2302910	2023	8	INV P	31.37	051223	296719	UNITS 20090 & 20089	
004120	SANSOM EQUIPMENT CO	P04477	2302966	2023	8	INV P	75.18	051223	296817	UNITS 20089 & 20090	
004120	SANSOM EQUIPMENT CO	P04478	2302968	2023	8	INV P	19.32	051223	296817	UNIT 20072 REPAIR	
004120	SANSOM EQUIPMENT CO	P04479	2302967	2023	8	INV P	25.06	051223	296817	UNIT 20074 REPAIR	
							119.56				
004583	WARING OIL CO	238554	2303167	2023	8	INV P	13.88	051223	296852	DEF FOR SANITATION	
ACCOUNT TOTAL							164.81				
001220	615001			ADVERTISING-RECYCLING							
004017	REGIONS CARDHOLDER S	1346 - 04-30-2023	0	2023	8	INV P	633.35	051223	296810	1346 - 04-30-2023 C	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											633.35		
001220	630500			ELECTRICITY									
003700	MS POWER COMPANY	E2023-3	MAY	0	2023	8	INV	P	100.62	051223	296786	MISSISSIPPI POWER-V	
ACCOUNT TOTAL											100.62		
001220	638400			MOTOR VEHICLE EQ. R&M									
002252	BIG IRON DIESEL REPA	B10094		2303049	2023	8	INV	P	13,838.52	051223	296668	TEAR DOWN & REPAIR	
002539	CONNECTOR SPECIALIST	01158321		2303129	2023	8	INV	P	1,653.42	051223	296704	HOSES FOR SANITATIO	
002739	EMPIRE TRUCK SALES	CE006209066:01		2302910	2023	8	INV	P	114.07	051223	296719	UNITS 20090 & 20089	
002739	EMPIRE TRUCK SALES	RE006037702:01		2302483	2023	8	INV	P	7,423.16	051223	296719	UNIT 20070 TEAR DOW	
									7,537.23				
004120	SANSOM EQUIPMENT CO	P04477		2302966	2023	8	INV	P	2,970.11	051223	296817	UNITS 20089 & 20090	
004120	SANSOM EQUIPMENT CO	P04478		2302968	2023	8	INV	P	1,498.47	051223	296817	UNIT 20072 REPAIR	
004120	SANSOM EQUIPMENT CO	P04479		2302967	2023	8	INV	P	1,492.73	051223	296817	UNIT 20074 REPAIR	
									5,961.31				
004465	TRUCKPRO LLC	039-0714792		2303074	2023	8	INV	P	2,843.94	051223	296846	BRAKE KITS FOR SANI	
004583	WARING OIL CO	238554		2303167	2023	8	INV	P	874.50	051223	296852	DEF FOR SANITATION	
ACCOUNT TOTAL											32,708.92		
001220	643000			UNIFORM RENT									
002471	CINTAS CORPORATION #	4154009098		0	2023	8	INV	P	247.85	051223	296688	SC8200044758 - SANI	
002471	CINTAS CORPORATION #	4154715661		0	2023	8	INV	P	40.18	051223	296689	SC#8200044758 SANIT	
002471	CINTAS CORPORATION #	4154716218		0	2023	8	INV	P	251.77	051223	296688	SC8200044758 SANIT.	
									539.80				
ACCOUNT TOTAL											539.80		
001220	643500			MOP-MAT-RAG RENT									
002471	CINTAS CORPORATION #	4154008311		0	2023	8	INV	P	40.18	051223	296689	SC8200044758-SANITA	
ACCOUNT TOTAL											40.18		
001220	688000			TIPPING FEES									
002007	98 WASTE LLC	5203		0	2023	8	INV	P	10,696.00	051223	296646	MB2016-322 SANITATI	
002007	98 WASTE LLC	5229		0	2023	8	INV	P	1,414.00	051223	296646	MB2016-322 PARKS &	
002007	98 WASTE LLC	5230		0	2023	8	INV	P	16,002.00	051223	296646	MB 2016-322 CODE EN	
									28,112.00				
003920	PINE BELT REGIONAL S	7240		0	2023	8	INV	P	37,644.85	051223	296801	MB197-1/451-454 SAN	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004591	WASTE MANAGEMENT OF	0013637-2526-6	0	2023	8	INV P	3,384.74	051223	296855 MB2003-5/484 SANITA
ACCOUNT TOTAL							69,141.59		
001220	688500			TIPPING/DISPOSAL	OTHER				
048594	ECOSOUTH SERVICES	INV33806	0	2023	8	INV P	364.95	051223	296715 PLANTATION PLACE/DU
ACCOUNT TOTAL							364.95		
001220	689000			RECYCLING FEES					
004030	REPUBLIC SERVICES IN	0991-000347640	2302454	2023	8	INV P	15,182.14	051223	296811 RECYCLE RUBBISH DIS
004030	REPUBLIC SERVICES IN	0991-000347640A	2303110	2023	8	INV P	3,086.50	051223	296811 RECYCLE RUBBISH DIS
							18,268.64		
ACCOUNT TOTAL							18,268.64		
ORG 001220 TOTAL							129,554.56		
001250				HEALTH DIVISION					
001250	513000			CHEMICALS					
002443	CERTIFIED LABORATORI	8206065	2302914	2023	7	INV P	2,520.00	051223	296686 CHEMICALS/FOR FUEL
002483	CLARKE	5104219	2302643	2023	8	INV P	380.00	051223	296699 CHEMICALS/MOSQUITO
002836	FLUIDS INC.	15129	2302796	2023	7	INV P	2,268.75	051223	296731 MOSQUITO CHEMICALS
ACCOUNT TOTAL							5,168.75		
001250	570000			MTR VEHICLE REP.	PTS/SPL				
002166	AUTO ARMATURE SERVIC	31041	2303041	2023	8	INV P	179.95	051223	296663 MOWER #10 MT51 BATT
002169	AUTOMOTIVE GLASS SPE	W255659	2302837	2023	8	INV P	420.00	051223	296664 WINDOW/UNIT 21725
002304	BRACKMAN MOWER WAREH	37729	2303055	2023	8	INV P	260.00	051223	296673 MOWERS PULLLEY DRIV
002304	BRACKMAN MOWER WAREH	37983	2302998	2023	8	INV P	90.00	051223	296673 UNIT 21654 MOWER FU
							350.00		
003843	PARISH TRACTOR (HATT	P07537	2303028	2023	8	INV P	320.00	051223	296793 UNIT 17162 BATWING
004514	UNIVERSITY TIRE & SE	INV214206	2302923	2023	8	INV P	164.53	051223	296851 TIRE/UNIT #21725
ACCOUNT TOTAL							1,434.48		
001250	575500			AGRICLTRL REPAIR	PTS/SPL				
003843	PARISH TRACTOR (HATT	P07507	2302961	2023	7	INV P	3,655.82	051223	296793 BUSH HOG PARTS/UNIT
004583	WARING OIL CO	236042	2303032	2023	8	INV P	715.13	051223	296852 OIL/TRACTORS
ACCOUNT TOTAL							4,370.95		

YEAR/PERIOD: 2023/7 TO 2023/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001250	733500					AGRICULTURAL EQUIPMENT						
002304	BRACKMAN MOWER WAREH	36952	2302161	2023	8	INV	P		57,664.00	051223	296673 72" SUPER Z HYPER D	
ACCOUNT TOTAL									57,664.00			
ORG 001250 TOTAL									68,638.18			
001260					ANIMAL CONTROL							
001260	699900							SERVICES NOT SPECIFIED				
004283	SOUTHERN PINES ANIMA	06.23	0	2023	8	INV	P		16,666.67	051223	296831 MB#2022-956 HOUSING	
ACCOUNT TOTAL									16,666.67			
ORG 001260 TOTAL									16,666.67			
001402					ECONOMIC DEV.							
001402	604900							OTHER PROFESSIONAL SERV.				
002327	BROADDUS & ASSOCIATE	44111-11	0	2023	8	INV	P		4,785.00	051223	296676 PROFESSIONAL SERVIC	
002515	COLONY CONSTRUCTION	FRONT ST PARKLET #1	0	2023	8	INV	P		11,656.50	051223	296700 MB 2022-106 FRONT S	
004610	WEBSTER ELECTRIC COM	HWY 49 LIGHTING #5	0	2023	8	INV	P		37,447.11	051223	296857 MB 2021-322 HIGHWAY	
047471	SAMMY GRAHAM LLC	0223	2302448	2023	8	INV	P		64,000.00	051223	296816 TWO QUOTE/REPLASTER	
ACCOUNT TOTAL									117,888.61			
ORG 001402 TOTAL									117,888.61			
001551					AIRPORT DIV.							
001551	560500							ELECTRICAL SUPPLIES				
004017	REGIONS CARDHOLDER S	1346 - 04-30-2023	0	2023	8	INV	P		1,199.52	051223	296810 1346 - 04-30-2023 C	
ACCOUNT TOTAL									1,199.52			
001551	630000							GAS				
004321	SPIRE	G2023 5.3.23	0	2023	8	INV	P		39.80	051223	296834 SPIRE VARIOUS DEPTS	
ACCOUNT TOTAL									39.80			
ORG 001551 TOTAL									1,239.32			
001553					CEMETERY DIV							
001553	502000							MINOR OFFICE EQUIP/FURN.				
003825	OWENS BUSINESS MACHI	465757	0	2023	8	INV	P		33.98	051223	296792 MONTHLY MAINTENANCE	
ACCOUNT TOTAL									33.98			
001553	570000							MTR VEHICLE REP. PTS/SPL				
002160	AT&T MOBILITY	287308925627X050523	0	2023	8	INV	P		259.60	051223	296660 MB2016-287/GEOTAB/A	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
048827	CARQUEST	14758-24939	2303118	2023	8	INV P	70.64 051223	296683	FUEL FILTER FOR UNI	
ACCOUNT TOTAL							330.24			
001553	604900			OTHER PROFESSIONAL SERV.						
003634	MOLLY MAID	0523	0	2023	8	INV P	245.00 051223	296782	MB#2005-2/267 CLEAN	
003681	MS FIRE & SAFETY OF	83182	0	2023	8	INV P	387.00 051223	296785	SERVICE AND CERTIFI	
ACCOUNT TOTAL							632.00			
001553	630000			GAS						
004321	SPIRE	G2023 5.3.23	0	2023	8	INV P	42.85 051223	296834	SPIRE VARIOUS DEPTS	
ACCOUNT TOTAL							42.85			
001553	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2023 4/21/23	0	2023	8	INV P	452.55 051223	296786	MS POWER VARIOUS DE	
003873	PEARL RIVER VALLEY E	2023 26 APR	0	2023	8	INV P	52.19 051223	296795	PEARL RIVER VALLEY	
ACCOUNT TOTAL							504.74			
001553	638600			CONSTRUCTION EQUIP R&M						
002751	EQUIPMENT INC	155501338	2303051	2023	8	INV P	1,996.79 051223	296723	REPAIRS TO BOBCAT T	
ACCOUNT TOTAL							1,996.79			
001553	732800			SOFTWARE						
049670	DATALYNKS CORPORATIO	23-3039	2302118	2023	8	INV P	9,900.00 051223	296710	2-QUOTE-CEMETERY SO	
ACCOUNT TOTAL							9,900.00			
ORG 001553 TOTAL							13,440.60			
001560				PARKING OPER.						
001560	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2023 4/21/23	0	2023	8	INV P	1,321.43 051223	296786	MS POWER VARIOUS DE	
ACCOUNT TOTAL							1,321.43			
ORG 001560 TOTAL							1,321.43			
FUND 001 REVENUES							TOTAL:	1,033,601.33		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300				PKS/REC-RECREATION MAINT. DIV.							
002300	502000			MINOR OFFICE EQUIP/FURN.							
004017	REGIONS	CARDHOLDER S	1286	- 04-30-2023	0	2023	8	INV P	2,032.42	051223	296810 1286 - 04-30-2023 C
				ACCOUNT TOTAL					2,032.42		
002300	513000			CHEMICALS							
049668	MIKE MURRY		127377		2303026	2023	8	INV P	730.00	051223	296778 P&R GROUNDS-CHEMICA
049668	MIKE MURRY		127378		2303150	2023	8	INV P	540.00	051223	296778 P&R ALL BALLFIELDS-
									1,270.00		
				ACCOUNT TOTAL					1,270.00		
002300	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	TRF 3/23 FUEL USE2			0	2023	8	INV P	9,042.93	051223	296691 FUEL USAGE 3/1/23 -
001002	CITY OF HATTIESBURG	TRF 4/23 FUEL USE2			0	2023	8	INV P	8,914.47	051223	296690 TRF 4/1/23 - 4/30/2
									17,957.40		
				ACCOUNT TOTAL					17,957.40		
002300	525500			LUBRICANTS							
002304	BRACKMAN	MOWER WAREH	37955		2303093	2023	8	INV P	191.76	051223	296673 P&R GROUNDS MAIN-LU
				ACCOUNT TOTAL					191.76		
002300	525700			DIESEL FUEL							
001002	CITY OF HATTIESBURG	TRF 3/23 FUEL USE2			0	2023	8	INV P	691.50	051223	296691 FUEL USAGE 3/1/23 -
001002	CITY OF HATTIESBURG	TRF 4/23 FUEL USE2			0	2023	8	INV P	532.66	051223	296690 TRF 4/1/23 - 4/30/2
									1,224.16		
				ACCOUNT TOTAL					1,224.16		
002300	541500			SAND,CLAY,GRVL,FILL DIRT							
002359	BURGE	EXCAVATING & G	1939		2302989	2023	8	INV P	2,680.00	051223	296679 P&R TATUM BB PRACTI
				ACCOUNT TOTAL					2,680.00		
002300	544000			HORT./LANDSCAPING SPLY.							
004017	REGIONS	CARDHOLDER S	2080	- 04-30-2023	0	2023	8	INV P	426.29	051223	296810 2080 - 04-30-2023 C
				ACCOUNT TOTAL					426.29		
002300	560500			ELECTRICAL SUPPLIES							
002883	GARNER	LUMLEY ELECTR	599583		2302980	2023	8	INV P	10.27	051223	296736 P&R DAHMER-ELECTRIC
002901	GILKEY	ELECTRIC SUPP	368555		2301527	2023	8	INV P	283.60	051223	296737 P&R TATUM SOFTBALL-
004017	REGIONS	CARDHOLDER S	1286	- 04-30-2023	0	2023	8	INV P	1,797.00	051223	296810 1286 - 04-30-2023 C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			2,090.87			
002300	561000				PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	296062	2303019	2023	8	INV	P	14.49	051223	296774	P&R VETERANS PARK F
					ACCOUNT TOTAL			14.49			
002300	570000				MTR	VEHICLE	REP.	PTS/SPL			
002160	AT&T MOBILITY	287308925627X050523	0	2023	8	INV	P	47.20	051223	296660	MB2016-287/GEOTAB/A
004299	SOUTHERN TIRE MART L	2520121221	2302953	2023	8	INV	P	501.20	051223	296833	P&R TRUCK UNIT 1469
048827	CARQUEST	14758-25088	2303172	2023	8	INV	P	7.30	051223	296683	P&R TRUCK UNIT 1856
					ACCOUNT TOTAL			555.70			
002300	575500				AGRICLTRL	REPAIR	PTS/SPL				
002304	BRACKMAN MOWER WAREH	37520	2302973	2023	8	INV	P	125.36	051223	296673	P&R GRNDS MAIN - RE
002304	BRACKMAN MOWER WAREH	37954	2303092	2023	8	INV	P	221.52	051223	296673	P&R- MOWER REPLACEM
002304	BRACKMAN MOWER WAREH	38050	2303125	2023	8	INV	P	272.74	051223	296673	P&R- MOWER 18478 SE
								619.62			
048827	CARQUEST	14758-24710	2303050	2023	8	INV	P	60.26	051223	296683	P&R GROUNDS-SUPPLIE
					ACCOUNT TOTAL			679.88			
002300	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2023 4/21/23	0	2023	8	INV	P	767.66	051223	296786	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023-2 MAY	0	2023	8	INV	P	51.10	051223	296786	MISSISSIPPI POWEREL
								818.76			
					ACCOUNT TOTAL			818.76			
002300	635500				ELECTRICAL R&M						
002672	DOLEAC ELECTRIC CO I	H26870	0	2023	8	INV	P	2,400.66	051223	296712	P&R TATUM SOCC:LABO
002672	DOLEAC ELECTRIC CO I	H27015	0	2023	8	INV	P	3,252.52	051223	296712	P&R TATUM BASEBALL-
002672	DOLEAC ELECTRIC CO I	H27015-2	0	2023	8	INV	P	1,009.35	051223	296712	P&R TATUM BASEBALL-
								6,662.53			
002905	GILLILANDS ELECTRONI	10996	2302538	2023	8	INV	P	895.00	051223	296738	P&R GROUNDS REC OFF
					ACCOUNT TOTAL			7,557.53			
002300	638000				FIXED EQUIPMENT R&M						
004504	UNITED FENCE COMPANY	25755	2303057	2023	8	INV	P	1,512.00	051223	296850	DUGOUT REPAIR AT VE
					ACCOUNT TOTAL			1,512.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002300	638400									
004299	SOUTHERN TIRE MART L	2520121221	2302953	2023	8	INV P	120.00	051223	296833	P&R TRUCK UNIT 1469
							ACCOUNT TOTAL	120.00		
002300	638700									
002304	BRACKMAN MOWER WAREH	38050	2303125	2023	8	INV P	120.00	051223	296673	P&R- MOWER 18478 SE
							ACCOUNT TOTAL	120.00		
002300	639600									
003331	KINSEY WELDING	5292	0	2023	8	INV P	4,000.00	051223	296764	P&R TATUM PARK-LABO
004205	SIGNS FIRST	H-84449	2302852	2023	8	INV P	182.00	051223	296820	P&R JAYCEE PARK-PET
							ACCOUNT TOTAL	4,182.00		
002300	643000									
002471	CINTAS CORPORATION #	4154462592	0	2023	8	INV P	1,431.39	051223	296688	P&R GROUNDS MAINT U
							ACCOUNT TOTAL	1,431.39		
002300	644900									
002071	AIRGAS USA LLC (NORD	9996652993	0	2023	8	INV P	110.70	051223	296652	P&R GROUNDS MAINT C
002471	CINTAS CORPORATION #	4153754552	0	2023	8	INV P	24.18	051223	296689	P&R GROUNDS MAINT-M
002471	CINTAS CORPORATION #	4153754791	0	2023	8	INV P	215.70	051223	296688	P&R GROUNDS MAINT-U
002471	CINTAS CORPORATION #	4154462127	0	2023	8	INV P	26.04	051223	296689	P&R GRNDS MAINT-MAT
							265.92			
							ACCOUNT TOTAL	376.62		
002300	687000									
047011	JANI-KING OF SOUTH E	C05230008	2300340	2023	8	INV P	521.00	051223	296758	MB#2022-831 TWO QUO
							ACCOUNT TOTAL	521.00		
002300	699900									
002777	FAGAN TREE AND SPRAY	4006	0	2023	8	INV P	800.00	051223	296724	P&R SAN ANTONIO-LAB
002777	FAGAN TREE AND SPRAY	4007	0	2023	8	INV P	2,410.00	051223	296724	P&R DOWNTOWN/HWY 49
							3,210.00			
003253	JOHNNY'S WRECKER SER	00045635	0	2023	8	INV P	350.00	051223	296760	PR TRACTOR 21946 LA
047187	FOUR SEASONS LAWN	14916	0	2023	8	INV P	2,220.00	051223	296733	P&R HARDY ST FLOWER
047187	FOUR SEASONS LAWN	15142	0	2023	8	INV P	530.00	051223	296733	PR 38TH AVE LABOR F
047187	FOUR SEASONS LAWN	15210	0	2023	8	INV P	500.00	051223	296733	P&R HARDY ST MEDIAN
047187	FOUR SEASONS LAWN	15327	0	2023	8	INV P	482.50	051223	296733	P&R HARDY ST FLOWER
							3,732.50			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8											
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
					ACCOUNT TOTAL			7,292.50			
					ORG 002300 TOTAL			53,054.77			
					PKS/REC-REC.ADMIN/COM.REL.						
002315	513000				CHEMICALS						
002315	047471	SAMMY GRAHAM LLC	0289	0	2023	8	INV P	1,541.00	051223	296816	CHEMICAL SUPPLY POO
					ACCOUNT TOTAL			1,541.00			
002315	525000				GAS AND OIL						
001002	CITY OF HATTIESBURG	TRF 3/23 FUEL USE2	0		2023	8	INV P	52.15	051223	296691	FUEL USAGE 3/1/23 -
					ACCOUNT TOTAL			52.15			
002315	551000				RECREATIONAL SUPPLIES						
004017	REGIONS CARDHOLDER S	1708 - 04-30-2023	0		2023	8	INV P	471.63	051223	296810	1708 - 04-30-2023 C
					ACCOUNT TOTAL			471.63			
002315	551001				RECREATIONAL SUPP-ARTS CENTER						
004017	REGIONS CARDHOLDER S	1708 - 04-30-2023	0		2023	8	INV P	356.91	051223	296810	1708 - 04-30-2023 C
004017	REGIONS CARDHOLDER S	2080 - 04-30-2023	0		2023	8	INV P	28.09	051223	296810	2080 - 04-30-2023 C
								385.00			
					ACCOUNT TOTAL			385.00			
002315	570000				MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X050523	0		2023	8	INV P	495.60	051223	296660	MB2016-287/GEOTAB/A
					ACCOUNT TOTAL			495.60			
002315	603400				OFFICIALS						
004221	SMITH, CARLTON L	CSMITH42055	0		2023	8	INV P	175.00	051223	296822	ADULT SOFTBALL UMPI
004460	TROTTER, COREY	CTROT42055_SOFTBALL	0		2023	8	INV P	185.00	051223	296845	ADULT SOFTBALL UMPI
047301	FREDERICK NICHOLAS P	NP42055	0		2023	8	INV P	150.00	051223	296734	ADULTBASKETBALL OFF
048262	THOMPSON MARQIEL O	MT42055	0		2023	8	INV P	50.00	051223	296840	ADULTBASKETBALL OFF
048590	CRAWFORD OTTO	OC42055	0		2023	8	INV P	100.00	051223	296708	ADULTBASKETBALL OFF
049431	MILLER CLIFFORD G	CMILL42055	0		2023	8	INV P	215.00	051223	296779	ADULT SOFTBALL UMPI
049652	THOMPSON RAHMIL J	RAHMIL42055_SOFTBALL	0		2023	8	INV P	125.00	051223	296841	ADULT SOFTBALL UMPI
049652	THOMPSON RAHMIL J	RT42055	0		2023	8	INV P	5.00	051223	296841	ADULTBASKETBALL OFF
								130.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8													
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION			
049653	THOMPSON RODERICK J	RODT42055	0	2023	8	INV P	50.00	051223	296842	ADULTBASKETBALL OFF			
049653	THOMPSON RODERICK J	RODTHOM42055_SOFTBAL	0	2023	8	INV P	200.00	051223	296842	ADULT SOFTBALL UMPI			
							250.00						
049820	JEFFERSON ERIC D	EJ42055	0	2023	8	INV P	200.00	051223	296759	ADULTBASKETBALL OFF			
ACCOUNT TOTAL							1,455.00						
002315	604900	OTHER PROFESSIONAL SERV.											
002540	CONNER, TOBARRA	TCONNER42555_SOFTBAL	0	2023	8	INV P	60.00	051223	296705	ADULT SOFTBALL SCOR			
002940	GREEN, CHARLES A	CG23_TRACK	0	2023	8	INV P	440.00	051223	296741	YOUTH TRACK 2023 ST			
002965	GUTHRIE, JONI S	JG5254	0	2023	8	INV P	90.00	051223	296742	SENIOR AEROBICS AND			
003313	KETTLEY, ANNETTE	AK42055_BASKETBALL	0	2023	8	INV P	80.00	051223	296763	ADULT BASKETBALL SC			
003313	KETTLEY, ANNETTE	AKET42555_SOFTBALL	0	2023	8	INV P	80.00	051223	296763	ADULT SOFTBALL SCOR			
							160.00						
003949	PORTER, JAMAL	JP32TRACK	0	2023	8	INV P	440.00	051223	296802	YOUTH TRACK 2023 ST			
003950	PORTER, ROMESHA	RPORTER23_TRACK	0	2023	8	INV P	440.00	051223	296803	YOUTH TRACK 2023 ST			
003958	POWELL, RANDY	RPOW42055_BBALL	0	2023	8	INV P	165.00	051223	296804	ADULT BASKETBALL LE			
003958	POWELL, RANDY	RPOWELL4255_SOFTBALL	0	2023	8	INV P	180.00	051223	296804	ADULT SOFTBALL LEAD			
							345.00						
004415	TERRELL, MICHAEL J	MTER42055	0	2023	8	INV P	110.00	051223	296839	ADULTBASKETBALL CUS			
004482	TYLER TECHNOLOGIES IN	045-417761	0	2023	8	INV P	700.00	051223	296848	P&R IMPLEMENTATION			
004482	TYLER TECHNOLOGIES IN	045-418561	0	2023	8	INV P	700.00	051223	296848	P&R IMPLEMENTATION			
							1,400.00						
047581	PROTECTION AGENCY &	1688	0	2023	8	INV P	375.00	051223	296806	APR15-27; TRACK MEE			
047581	PROTECTION AGENCY &	INV1691	0	2023	8	INV P	200.00	051223	296806	APR 29&30 SECURITY			
							575.00						
048422	RAY NANCY REBEKAH	RRAY42454	0	2023	8	INV P	200.00	051223	296807	ADULT POTTERY AND L			
ACCOUNT TOTAL							4,260.00						
002315	604919	OTH PROF SERV-ART CENTER											
047117	ABIGAIL LENZ	ALA420421	0	2023	8	INV P	175.00	051223	296650	AFTERSCHOOL ART CLA			
047971	BRETT CUMMINS	BC417430	0	2023	8	INV P	100.00	051223	296675	ADULT WATERCOLOR CL			
049586	PHILLIS LAUREN W	LP42454	0	2023	8	INV P	60.00	051223	296797	CAREGIVER AND ME CL			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
049797	BETHANY E MORRIS	BM422	0	2023 8	INV	P	80.00 051223	296667	ADULT CYANOTYPE CLA
ACCOUNT TOTAL							415.00		
002315	630000					GAS			
004321	SPIRE	G2023 5.3.23	0	2023 8	INV	P	20.00 051223	296834	SPIRE VARIOUS DEPTS
ACCOUNT TOTAL							20.00		
002315	630500					ELECTRICITY			
003700	MS POWER COMPANY	E2023 4/21/23	0	2023 8	INV	P	12,823.24 051223	296786	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023-2 MAY	0	2023 8	INV	P	1,014.41 051223	296786	MISSISSIPPI POWEREL
003700	MS POWER COMPANY	E2023-3 MAY	0	2023 8	INV	P	50.43 051223	296786	MISSISSIPPI POWER-V
							13,888.08		
ACCOUNT TOTAL							13,888.08		
ORG 002315 TOTAL							22,983.46		
FUND 002 PARKS & RECREATION FUND					TOTAL:		76,038.23		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8		ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
009660											
009660	525000										
001002	CITY OF HATTIESBURG	TRF 3/23	FUEL USE9	0			2023 8 INV P	1,532.57	051223		296693 TRF 3/1/23 - 3/31/2
001002	CITY OF HATTIESBURG	TRF 4/23	FUEL USE9	0			2023 8 INV P	1,383.51	051223		296697 TRF 4/1/23 - 4/30/2
								2,916.08			
								ACCOUNT TOTAL			2,916.08
009660	604900										
002181	BADGER METER INC	80126694		0			OTHER PROFESSIONAL SERV. 2023 8 INV P	3,024.81	051223		296665 MB 2018-832 BEACON
								ACCOUNT TOTAL			3,024.81
009660	607000										
004491	U S POSTMASTER-BOX R P O BOX 1897			0			POSTAGE 2023 8 INV P	592.00	051223		296849 PO BOX RENEWAL PO B
047562	ENCO UTILITY	INV59376		0			2023 8 INV P	2,186.00	051223		296720 MB 2020-835 RT 3 BI
								ACCOUNT TOTAL			2,778.00
009660	620000										
047562	ENCO UTILITY	INV59376		0			PRINTING 2023 8 INV P	812.03	051223		296720 MB 2020-835 RT 3 BI
								ACCOUNT TOTAL			812.03
009660	643000										
002471	CINTAS CORPORATION # 4154010739			0			UNIFORM RENT 2023 8 INV P	53.14	051223		296689 STATE CONTRACT 8200
								ACCOUNT TOTAL			53.14
009660	687000										
002037	AB SUPPORT SERVICES	4B1017		2301150			CUSTODIAL SERVICE 2023 8 INV P	424.00	051223		296649 TWO QUOTE - JANITOR
								ACCOUNT TOTAL			424.00
								ORG 009660 TOTAL			10,008.06
009672											
009672	525000										
001002	CITY OF HATTIESBURG	TRF 3/23	FUEL USE9	0			GAS AND OIL 2023 8 INV P	6,222.44	051223		296693 TRF 3/1/23 - 3/31/2
001002	CITY OF HATTIESBURG	TRF 4/23	FUEL USE9	0			2023 8 INV P	6,237.30	051223		296697 TRF 4/1/23 - 4/30/2
								12,459.74			
								ACCOUNT TOTAL			12,459.74
009672	525700										
001002	CITY OF HATTIESBURG	TRF 3/23	FUEL USE9	0			DIESEL FUEL 2023 8 INV P	531.08	051223		296693 TRF 3/1/23 - 3/31/2
001002	CITY OF HATTIESBURG	TRF 4/23	FUEL USE9	0			2023 8 INV P	158.45	051223		296697 TRF 4/1/23 - 4/30/2

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
							689.53			
ACCOUNT TOTAL							689.53			
009672	535500			WEARING APPAREL						
048909	BRADY COMPANIES, LLC	7956174	2302405	2023	8	INV P	915.59	051223	296674	KNEE HIGH RUBBER ST
ACCOUNT TOTAL							915.59			
009672	561000			PLUMBING SUPPLIES						
002442	CENTRAL PIPE SUPPLY	S100332343-001	2302887	2023	8	INV P	121.90	051223	296685	WAREHOUSE STOCK FOR
002442	CENTRAL PIPE SUPPLY	S100332755-001	2302979	2023	8	INV P	709.80	051223	296685	WAREHOUSE STOCK FOR
							831.70			
002559	CORE & MAIN (HD SUPP	S720823	2302681	2023	7	INV P	18.30	051223	296706	WAREHOUSE STOCK FOR
ACCOUNT TOTAL							850.00			
009672	570000			MTR VEHICLE REP. PTS/SPL						
002700	EAGLE TIRE AND SERVI	INV072606	2302995	2023	7	INV P	324.76	051223	296713	TIRES FOR UNIT # 20
002700	EAGLE TIRE AND SERVI	INV072641	2303031	2023	8	INV P	298.20	051223	296713	TIRES FOR UNIT # 21
002700	EAGLE TIRE AND SERVI	INV072736	2303035	2023	8	INV P	439.58	051223	296713	TIRES FOR UNIT # 21
							1,062.54			
048827	CARQUEST	14758-24633	2302993	2023	8	INV P	84.84	051223	296683	REPAIR PARTS FOR UN
048827	CARQUEST	14758-24643	2302975	2023	8	INV P	43.16	051223	296683	REPAIR PARTS FOR UN
048827	CARQUEST	14758-24906	2303101	2023	8	INV P	32.37	051223	296683	REPAIR PARTS FOR UN
048827	CARQUEST	14758-24993	2303136	2023	8	INV P	56.04	051223	296683	REPAIR PARTS FOR UN
							216.41			
ACCOUNT TOTAL							1,278.95			
009672	638400			MOTOR VEHICLE EQ. R&M						
002700	EAGLE TIRE AND SERVI	INV072606	2302995	2023	7	INV P	40.00	051223	296713	TIRES FOR UNIT # 20
002700	EAGLE TIRE AND SERVI	INV072641	2303031	2023	8	INV P	40.00	051223	296713	TIRES FOR UNIT # 21
002700	EAGLE TIRE AND SERVI	INV072736	2303035	2023	8	INV P	6.00	051223	296713	TIRES FOR UNIT # 21
							86.00			
ACCOUNT TOTAL							86.00			
ORG 009672 TOTAL							16,279.81			
009673			W&S O&M-WATER PLANT DIVISION							
009673	500500			PRINTED FORMS						
002294	BOURNE BROTHERS PRIN	87873	0	2023	8	INV P	601.25	051223	296672	PRINTING -REFER TO
ACCOUNT TOTAL							601.25			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
009673	501000				OTHER EXPENDABLE OFF.SPL						
004327	STANDARD OFFICE SUPP	H16628-00	2303102	2023	8	INV	P	81.94	051223	296835	OFFICE SUPPLIES FOR
ACCOUNT TOTAL								81.94			
009673	513000				CHEMICALS						
002094	ALLIED UNIVERSAL COR	I2856015	2303081	2023	8	INV	P	5,300.00	051223	296654	CHLORINE & SULFUR D
002094	ALLIED UNIVERSAL COR	I2856016	2303081	2023	8	INV	P	20,810.00	051223	296654	CHLORINE & SULFUR D
								26,110.00			
003179	INDUSTRIAL CHEMICALS	530045	2302964	2023	8	INV	P	2,400.00	051223	296755	50LB BAGS OF LIME F
ACCOUNT TOTAL								28,510.00			
009673	525000				GAS AND OIL						
001002	CITY OF HATTIESBURG	TRF 3/23 FUEL USE9	0	2023	8	INV	P	956.72	051223	296693	TRF 3/1/23 - 3/31/2
001002	CITY OF HATTIESBURG	TRF 4/23 FUEL USE9	0	2023	8	INV	P	1,133.34	051223	296697	TRF 4/1/23 - 4/30/2
								2,090.06			
ACCOUNT TOTAL								2,090.06			
009673	525700				DIESEL FUEL						
001002	CITY OF HATTIESBURG	TRF 3/23 FUEL USE9	0	2023	8	INV	P	60.90	051223	296693	TRF 3/1/23 - 3/31/2
001002	CITY OF HATTIESBURG	TRF 4/23 FUEL USE9	0	2023	8	INV	P	165.16	051223	296697	TRF 4/1/23 - 4/30/2
								226.06			
ACCOUNT TOTAL								226.06			
009673	570000				MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X050523	0	2023	8	INV	P	920.40	051223	296660	MB2016-287/GEOTAB/A
ACCOUNT TOTAL								920.40			
009673	604900				OTHER PROFESSIONAL SERV.						
002288	BONNER ANALYTICAL TE	79798	0	2023	8	INV	P	28.91	051223	296670	1715 HARDY ST. COLI
002471	CINTAS CORPORATION #	4154010835	0	2023	8	INV	P	87.07	051223	296688	SC#8200044758-- MOP
003614	MISSION COMMUNICATIO	1075453	0	2023	8	INV	P	2,516.40	051223	296781	ANNUAL SERVICE FOR
003681	MS FIRE & SAFETY OF	80178	0	2023	8	INV	P	318.00	051223	296785	ANNUAL CERTIFICATIO
ACCOUNT TOTAL								2,950.38			
009673	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2023 4.21	0	2023	8	INV	P	852.04	051223	296786	MS POWER SECURITY C
003700	MS POWER COMPANY	E2023 4/21/23	0	2023	8	INV	P	6,895.31	051223	296786	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023-2 MAY	0	2023	8	INV	P	24,818.02	051223	296786	MISSISSIPPI POWEREL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
										32,565.37		
003873	PEARL RIVER VALLEY E	2023 24 APR	0	2023 8 INV P	5,663.30	051223	296795	PEARL RIVER VALLE E				
003873	PEARL RIVER VALLEY E	2023 26 APR	0	2023 8 INV P	75.72	051223	296795	PEARL RIVER VALLEY				
003873	PEARL RIVER VALLEY E	2023 4.27.23	0	2023 8 INV P	52.77	051223	296795	PRVEPA VARIOUS DEPT				
										5,791.79		
ACCOUNT TOTAL										38,357.16		
009673	687000	CUSTODIAL SERVICE										
047011	JANI-KING OF SOUTH E	C05230008	2300340	2023 8 INV P	483.00	051223	296758	MB#2022-831 TWO QUO				
ACCOUNT TOTAL										483.00		
ORG 009673 TOTAL										74,220.25		
009676	W&S O&M-SEWER DIVISION											
009676	525000	GAS AND OIL										
001002	CITY OF HATTIESBURG	TRF 3/23 FUEL USE9	0	2023 8 INV P	255.66	051223	296693	TRF 3/1/23 - 3/31/2				
001002	CITY OF HATTIESBURG	TRF 4/23 FUEL USE9	0	2023 8 INV P	115.00	051223	296697	TRF 4/1/23 - 4/30/2				
										370.66		
ACCOUNT TOTAL										370.66		
009676	525700	DIESEL FUEL										
001002	CITY OF HATTIESBURG	TRF 3/23 FUEL USE9	0	2023 8 INV P	310.77	051223	296693	TRF 3/1/23 - 3/31/2				
001002	CITY OF HATTIESBURG	TRF 4/23 FUEL USE9	0	2023 8 INV P	400.00	051223	296697	TRF 4/1/23 - 4/30/2				
										710.77		
ACCOUNT TOTAL										710.77		
009676	535500	WEARING APPAREL										
002795	FASTENAL COMPANY	MSHAT237994	2302976	2023 8 INV P	350.00	051223	296726	9"8mil BLK NITRILE				
ACCOUNT TOTAL										350.00		
009676	541500	SAND,CLAY,GRVL,FILL DIRT										
004586	WARREN PAVING INC	76329	2303036	2023 7 INV P	4,715.87	051223	296853	610 LIMESTONE -- WA				
ACCOUNT TOTAL										4,715.87		
009676	570000	MTR VEHICLE REP. PTS/SPL										
002700	EAGLE TIRE AND SERVI	INV072642	2303034	2023 8 INV P	375.76	051223	296713	TIRES FOR UNIT # 19				
048827	CARQUEST	14758-23300	2302426	2023 8 INV P	56.90	051223	296683	HYDRAULIC FITTINGS				
ACCOUNT TOTAL										432.66		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8													
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR		TYP	S	WARRANT		CHECK	DESCRIPTION	
009676	630500				ELECTRICITY								
003700	MS POWER COMPANY	E2023	4/21/23	0	2023	8	INV	P	3,470.90	051223	296786	MS POWER VARIOUS DE	
003700	MS POWER COMPANY	E2023-2	MAY	0	2023	8	INV	P	792.49	051223	296786	MISSISSIPPI POWEREL	
									4,263.39				
004282	SOUTHERN PINE ELECTR	E2023-05/03/23		0	2023	8	INV	P	578.24	051223	296830	SOUTHERN PINE ELECT	
ACCOUNT TOTAL									4,841.63				
009676	638400				MOTOR VEHICLE EQ. R&M								
002700	EAGLE TIRE AND SERVI	INV072642		2303034	2023	8	INV	P	40.00	051223	296713	TIRES FOR UNIT # 19	
ACCOUNT TOTAL									40.00				
009676	643000				UNIFORM RENT								
002471	CINTAS CORPORATION #	4154011316		0	2023	8	INV	P	391.36	051223	296688	SC#8200044758- UNIF	
ACCOUNT TOTAL									391.36				
ORG 009676 TOTAL									11,852.95				
009677			W&S O&M-SEWER LAGOON DIV.										
009677	525000				GAS AND OIL								
001002	CITY OF HATTIESBURG	TRF 3/23	FUEL USE9	0	2023	8	INV	P	926.12	051223	296693	TRF 3/1/23 - 3/31/2	
001002	CITY OF HATTIESBURG	TRF 4/23	FUEL USE9	0	2023	8	INV	P	552.41	051223	296697	TRF 4/1/23 - 4/30/2	
									1,478.53				
ACCOUNT TOTAL									1,478.53				
009677	525700				DIESEL FUEL								
001002	CITY OF HATTIESBURG	TRF 3/23	FUEL USE9	0	2023	8	INV	P	109.03	051223	296693	TRF 3/1/23 - 3/31/2	
001002	CITY OF HATTIESBURG	TRF 4/23	FUEL USE9	0	2023	8	INV	P	52.02	051223	296697	TRF 4/1/23 - 4/30/2	
									161.05				
ACCOUNT TOTAL									161.05				
009677	630500				ELECTRICITY								
003700	MS POWER COMPANY	E2023	4/21/23	0	2023	8	INV	P	543.05	051223	296786	MS POWER VARIOUS DE	
003700	MS POWER COMPANY	E2023-2	MAY	0	2023	8	INV	P	13,707.75	051223	296786	MISSISSIPPI POWEREL	
									14,250.80				
003873	PEARL RIVER VALLEY E	2023	24 APR	0	2023	8	INV	P	2,044.46	051223	296795	PEARL RIVER VALLE E	
003873	PEARL RIVER VALLEY E	2023	26 APR	0	2023	8	INV	P	986.18	051223	296795	PEARL RIVER VALLEY	
003873	PEARL RIVER VALLEY E	2023	4 MAY	0	2023	8	INV	P	260.84	051223	296795	PEARL RIVER VALLEY	
003873	PEARL RIVER VALLEY E	2023	4.21.23	0	2023	8	INV	P	428.60	051223	296795	PRVEPA VARIOUS DEPT	
003873	PEARL RIVER VALLEY E	2023	4.27.23	0	2023	8	INV	P	45.79	051223	296795	PRVEPA VARIOUS DEPT	
									3,765.87				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
				ACCOUNT TOTAL			18,016.67				
009677	638000				FIXED EQUIPMENT R&M						
003348	L & A CONTRACTING CO	483-239	0	2023	8	INV P	44,685.18	051223	296765	MB2016-64:LAGOONS A	
				ACCOUNT TOTAL			44,685.18				
				ORG 009677	TOTAL			64,341.43			
FUND 009 WATER & SEWER OPERATION/MAINT.					TOTAL:		176,702.50				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
019100				POL.FORFEITURES-POLICE DIV.						
019100	559000				OTHER OPERATING MATL/SPLY					
004017	REGIONS	CARDHOLDER S	1346 - 04-30-2023	0	2023	8	INV P	2,457.61	051223	296810 1346 - 04-30-2023 C
ACCOUNT TOTAL								2,457.61		
019100				OTHER OPER.MATLS-D.A.R.E.						
004017	REGIONS	CARDHOLDER S	2080 - 04-30-2023	0	2023	8	INV P	282.48	051223	296810 2080 - 04-30-2023 C
004446	TOSHIBA	BUSINESS SOL	42239905	0	2023	8	INV P	217.64	051223	296843 MB#2022-514 COMMUN
ACCOUNT TOTAL								500.12		
				ORG 019100	TOTAL			2,957.73		
FUND 019 POLICE FORFEITURES FUND					TOTAL:			2,957.73		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570				MASS TRANSIT-TRANSPORTATION							
073570	502000			MINOR OFFICE EQUIP/FURN.							
002527	COMMERCIAL STATIONER	468168-0		2303021	2023	8	INV	P	550.00	051223	296702 OFFICE CHAIR
				ACCOUNT TOTAL					550.00		
073570	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	TRF 3/23 FUEL USE73	0	2023	8	INV	P		1,092.77	051223	296692 TRF 3/1/23 - 3/31/2
001002	CITY OF HATTIESBURG	TRF 4/23 FUEL USE73	0	2023	8	INV	P		969.44	051223	296696 TRF 4/1/23 - 4/30/2
									2,062.21		
				ACCOUNT TOTAL					2,062.21		
073570	525700			DIESEL FUEL							
001002	CITY OF HATTIESBURG	TRF 3/23 FUEL USE73	0	2023	8	INV	P		14,103.88	051223	296692 TRF 3/1/23 - 3/31/2
001002	CITY OF HATTIESBURG	TRF 4/23 FUEL USE73	0	2023	8	INV	P		10,600.39	051223	296696 TRF 4/1/23 - 4/30/2
									24,704.27		
				ACCOUNT TOTAL					24,704.27		
073570	545000			HAND TOOLS							
004017	REGIONS CARDHOLDER S	2080 - 04-30-2023	0	2023	8	INV	P		1,275.50	051223	296810 2080 - 04-30-2023 C
				ACCOUNT TOTAL					1,275.50		
073570	560000			BUILDING MATERIALS & SPLY							
002527	COMMERCIAL STATIONER	460159-0		229188	2023	8	INV	P	419.90	051223	296702 OFFICE SUPPLIES CAR
002527	COMMERCIAL STATIONER	460183-0		229188	2023	8	INV	P	185.43	051223	296702 OFFICE SUPPLIES
002527	COMMERCIAL STATIONER	460211-0		229188	2023	8	INV	P	25.64	051223	296702 OFFICE SUPPLIES-CAR
									630.97		
				ACCOUNT TOTAL					630.97		
073570	571001			REPAIR PARTS - FIXED ROUTE							
002565	COURTESY MOTORS INC	108411		2302925	2023	8	INV	P	230.36	051223	296707 REPLACEMENT PARTS B
002565	COURTESY MOTORS INC	108840		2303016	2023	8	INV	P	385.86	051223	296707 REPLACEMENT PARTS B
									616.22		
004514	UNIVERSITY TIRE & SE	INV213374		2302921	2023	8	INV	P	2,734.40	051223	296851 TIRES FOR ALL FORDS
048827	CARQUEST	14758-22075		2301962	2023	8	INV	P	291.85	051223	296683 PARTS ALL FIXED ROU
				ACCOUNT TOTAL					3,642.47		
073570	571002			REPAIR PARTS - PARATRANSIT							
004597	WATERS INTERNATIONAL	08P849849		2303039	2023	8	INV	P	158.88	051223	296856 REPAIR BUS #18571

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									158.88		
073570	599000				OTHER REPAIR/MAINT. SPL.						
004597	WATERS INTERNATIONAL	08P850154	2303100	2023	8	INV	P		178.27	051223	296856 REPAIR SERVICE TRUC
ACCOUNT TOTAL									178.27		
073570	643000				UNIFORM RENT						
002471	CINTAS CORPORATION #	4152607989	0	2023	8	INV	P		238.45	051223	296688 HCT UNIFORM RENTALS
002471	CINTAS CORPORATION #	4153312683	0	2023	8	INV	P		157.45	051223	296688 HCT UNIFORM RENTALS
002471	CINTAS CORPORATION #	4154010991	0	2023	8	INV	P		157.45	051223	296688 HCT UNIFORM RENTALS
									553.35		
ACCOUNT TOTAL									553.35		
073570	687000				CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	4B1017	2301150	2023	8	INV	P		424.00	051223	296649 TWO QUOTE - JANITOR
ACCOUNT TOTAL									424.00		
ORG 073570 TOTAL									34,179.92		
FUND 073 MASS TRANSIT FUND									TOTAL: 34,179.92		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8											
ACCOUNT/VENDOR		INVOICE			PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
075695					W&S CONSTR.-CAPITAL PROJECTS						
075695 722005					MIDTOWN SEWER PROJECT						
002915	GRADY CRAWFORD	CONST	MIDTOWN OVERLAY #2	0	2023 8	INV	P	595,167.69	051223	296740	MB 2021-466 MIDTOWN
ACCOUNT TOTAL								595,167.69			
075695 729569					WTR PLANT #1 REHAB-PHASE I						
047349	HEMPHILL	CONST	PLANT 1 PH 1 #6	0	2023 8	INV	P	62,007.79	051223	296747	MB 2021-375 WATER P
ACCOUNT TOTAL								62,007.79			
ORG 075695 TOTAL								657,175.48			
FUND 075 WATER&SEWER CONSTRUCTION FUND					TOTAL:			657,175.48			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	TRF 3/23	FUEL USE77	0		2023	8	INV P	161.59	051223	296694 TRF 3/1/23 - 3/31/2
001002	CITY OF HATTIESBURG	TRF 4/23	FUEL USE77	0		2023	8	INV P	249.21	051223	296698 TRF 4/1/23 - 4/30/2
									410.80		
				ACCOUNT TOTAL					410.80		
077650	570000			MTR VEHICLE REP. PTS/SPL							
002160	AT&T MOBILITY	287308925627X050523		0		2023	8	INV P	94.40	051223	296660 MB2016-287/GEOTAB/A
				ACCOUNT TOTAL					94.40		
077650	604900			OTHER PROFESSIONAL SERV.							
003681	MS FIRE & SAFETY OF	80067		0		2023	8	INV P	387.00	051223	296785 ANNUAL SERVICE FOR
048272	CCS INDUSTRIAL SERVI	13696		2303153		2023	8	INV P	1,155.00	051223	296684 INSPECTION OF BOILE
				ACCOUNT TOTAL					1,542.00		
077650	630000			GAS							
004321	SPIRE	G2023 5.3.23		0		2023	8	INV P	810.84	051223	296834 SPIRE VARIOUS DEPTS
				ACCOUNT TOTAL					810.84		
077650	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2023 4/21/23		0		2023	8	INV P	3,428.26	051223	296786 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023-2 MAY		0		2023	8	INV P	3,411.22	051223	296786 MISSISSIPPI POWEREL
									6,839.48		
				ACCOUNT TOTAL					6,839.48		
077650	639900			OTHER REPAIRS AND MAINT.							
004477	TURNER, JASON	SOUND2303002		2303002		2023	7	INV P	425.00	051223	296847 JDSCC/PORTABLE SOUN
				ACCOUNT TOTAL					425.00		
077650	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4151197238		0		2023	8	INV P	196.26	051223	296688 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4151934598		0		2023	8	INV P	180.77	051223	296688 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4152608309		0		2023	8	INV P	180.77	051223	296688 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4153313288		0		2023	8	INV P	180.77	051223	296688 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4154011617		0		2023	8	INV P	191.17	051223	296688 UNIFORM RENTAL FOR
									929.74		
				ACCOUNT TOTAL					929.74		
077650	715014			CULTURAL CENTER							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8														
ACCOUNT/VENDOR					INVOICE	PO	YEAR/PR TYP S				WARRANT	CHECK	DESCRIPTION	
049823 BULLOCK HARDWOOD FLO					572499	2302768	2023	8	INV	P	6,500.00	051223	296678	TWO QUOTE FOR HARDW
ACCOUNT TOTAL											6,500.00			
077650 732000						HOUSEHOLD FURN/EQUIP.								
004017 REGIONS CARDHOLDER S					1708 - 04-30-2023	0	2023	8	INV	P	726.53	051223	296810	1708 - 04-30-2023 C
ACCOUNT TOTAL											726.53			
ORG 077650							TOTAL		18,278.79					
FUND 077 COMMUNITY CENTERS' FUND							TOTAL:		18,278.79					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
082285				CDBG-ENTITLEMENTS									
082285 501000				OTHER EXPENDABLE			OFF.SPL						
004017	REGIONS	CARDHOLDER S	1708 - 04-30-2023	0	2023	8	INV	P	42.75	051223	296810	1708 - 04-30-2023	C
ACCOUNT TOTAL									42.75				
082285 502000				MINOR OFFICE EQUIP/FURN.									
004205	SIGNS FIRST		H-84006	2302714	2023	8	INV	P	20.00	051223	296820	DOOR PLATES	
ACCOUNT TOTAL									20.00				
082285 525000				GAS AND OIL									
001002	CITY OF HATTIESBURG	TRF 3/23 FUEL USE82	0	2023	8	INV	P		206.96	051223	296695	TRF 3/1/23 - 3/31/2	
ACCOUNT TOTAL									206.96				
ORG 082285 TOTAL									269.71				
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT									TOTAL:		269.71		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8												
ACCOUNT/VENDOR			INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
086300 SPEC SALES TAX/RECREATION MAIN												
086300 7295PR CAPITAL PROJECTS												
002796 FASTSIGNS OF HATTIES 2153-10550					2303112	2023	8	INV	P	858.25	051223	296727 YARD SIGNS WITH STA
003385 LANDRY LEWIS GERMANY CN 22-3922-007					0	2023	8	INV	P	2,412.16	051223	296767 MB 2021-454 JAYCEE
049196 JW CHAIN CONTRACTORS 111					2303160	2023	8	INV	P	1,000.00	051223	296761 JAYCEE PARK SCOREBO
049196 JW CHAIN CONTRACTORS 15-22-09					0	2023	8	INV	P	275,637.66	051223	296761 MB 2021-518 JAYCEE
										276,637.66		
049598 PHOENIX CONSTRUCTION JAYCEE PARK #4					0	2023	8	INV	P	142,394.55	051223	296798 MB 2022-74 JAYCEE P
					ACCOUNT TOTAL					422,302.62		
					ORG 086300 TOTAL					422,302.62		
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV					TOTAL:					422,302.62		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
087601				INDUSTRIAL		PK-G.O.ACQUISITIONS							
087601 602500				LEGAL									
004171 SHEMPER, MICHAEL J P 123				0	2023	8	INV	P	412.50	051223	296818	LEGAL SERVICE RENDE	
004677 WISE CARTER CHILD & 234325				0	2023	8	INV	P	1,078.10	051223	296859	LEGAL SERVICES-GENE	
047720 HOWDESHELL, PITTMAN 1213				0	2023	8	INV	P	575.00	051223	296751	LEGAL SERVICES REND	
ACCOUNT TOTAL									2,065.60				
ORG 087601 TOTAL									2,065.60				
FUND 087 INDUSTRIAL PARK DEVELOPMENT									TOTAL:				2,065.60

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/7 TO 2023/8																
ACCOUNT/VENDOR				INVOICE			PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION			
097201				INFRA IMPROVE-INTRNT SALES TAX												
097201 723057				LINCOLN RD PAVING/OVERLAY												
047056	WARREN	PAVING	INC	LINCOLN	RD	PAVING #3	0	2023	8	INV	P	529,315.60	051223	296854	MB	2021-517 LINCOLN
047056	WARREN	PAVING	INC	LINCOLN	RD	PAVING #4	0	2023	8	INV	P	100,818.75	051223	296854	MB	2021-517 LINCOLN
												630,134.35				
ACCOUNT TOTAL												630,134.35				
097201 723099				OTHER STREET IMPR.												
049466	MYERS	UNDERGROUND		MIDTOWN	DRAINAGE #3	0		2023	8	INV	P	11,797.99	051223	296789	MB	2021-549 MIDTOWN
049466	MYERS	UNDERGROUND		MIDTOWN	DRAINAGE #5	0		2023	8	INV	P	62,545.70	051223	296789	MB	2021-549 MIDTOWN
												74,343.69				
ACCOUNT TOTAL												74,343.69				
ORG 097201								TOTAL				704,478.04				
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:												704,478.04				

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6050sjackson

City of Hattiesburg, MS
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
001 General Fund		1,033,601.33
002 PARKS & RECREATION FUND		76,038.23
009 WATER & SEWER OPERATION/MAINT.		176,702.50
019 POLICE FORFEITURES FUND		2,957.73
073 MASS TRANSIT FUND		34,179.92
075 WATER&SEWER CONSTRUCTION FUND		657,175.48
077 COMMUNITY CENTERS' FUND		18,278.79
082 COMMUNITY DEVELOP. BLOCK GRANT		269.71
086 SPEC SALES TAX-P&R/UNIV IMPROV		422,302.62
087 INDUSTRIAL PARK DEVELOPMENT		2,065.60
097 INFRA IMPROVE-INTRNT SALES TAX		704,478.04
801 CLAIMS FUND	3,128,049.95	
TOTAL	3,128,049.95	3,128,049.95

** END OF REPORT - Generated by Sherry Jackson **