



**Friday, May 9, 2025
4:30 PM**

**City Council
Special Called Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order and Declaration of a Special Called Meeting

Policy Item

- 1. 2025-393** Consider the necessity of entering into an Executive Session to discuss economic development, in accordance with Mississippi Code Section 25-41-7(j).

Attachments:

None

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Friday, May 9, 2025

Re: Adopt a Resolution to Approve the Lease Agreement between the City of Hattiesburg and the State of Mississippi Military Department, affirming the property is not needed for governmental purposes or municipal operations; and Authorize the Mayor to execute the agreement.
File Number: 2025-440
Minute Book #

Summary

Recommendation Statement

Please place this on the May 9, 2025 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 9th day of **May 2025**, the following Resolution:

RESOLUTION 2025-107

**ADOPT A RESOLUTION TO APPROVE THE LEASE AGREEMENT
BETWEEN THE CITY OF HATTIESBURG AND THE STATE OF MISSISSIPPI
MILITARY DEPARTMENT, AFFIRMING THE PROPERTY IS NOT NEEDED
FOR GOVERNMENTAL PURPOSES OR MUNICIPAL OPERATIONS;
AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Hattiesburg, Mississippi (“the City”) has determined that the real property described in the Lease between the City and the State of Mississippi Military Department (“the Lease”) is not needed for governmental or related purposes and is not to be used in the operation of the municipality and that the sale of said property is not necessary or desirable for the financial welfare of the municipality; and

WHEREAS, the use of said property will promote and foster the development and improvement of the civic, social, educational, cultural, moral, economic or industrial welfare of the City of Hattiesburg, Mississippi; and

WHEREAS, The State of Mississippi Military Department will use the said property for the Mississippi Military Department, National Guard and other Mississippi Military purposes generally.

NOW, THEREFORE, be it resolved that the Mayor be authorized to execute the Lease between the City of Hattiesburg, Mississippi, and The State of Mississippi Military Department in substantially the form attached hereto as Exhibit “A”.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member Ware, seconded by Council Member Brown, and was adopted by the following, to wit;

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George Carroll Ware Brown	None	Delgado

The President thereby declared the motion carried and the Resolution adopted this the 9th day of **May 2025**.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 9th day of **May 2025**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



DEED

Bk:1492 Page:25-36

RCD: 01/23/2026 @ 3:16:57:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

DOCUMENT PREPARED BY:

Major Preston Goff, Esq.
Office of the Joint Staff Judge Advocate
Mississippi National Guard
Joint Force Headquarters
1410 Riverside Drive
Jackson, MS 39202
601.313.6378

RETURN TO:

Major Preston Goff, Esq.
Office of the Joint Staff Judge Advocate
Mississippi National Guard
Joint Force Headquarters
1410 Riverside Drive
Jackson, MS 39202
601.313.6378

INDEXING INSTRUCTIONS:

SW 1/4 of the NW 1/4,
Section 6, T-3-N, R-12-W

All in Forrest County, Mississippi

GRANTOR:

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS
39403-1898
(601) 545-4501

GRANTEE:

The State of Mississippi
Mississippi Military Department
1410 Riverside Drive
Jackson, Mississippi 39202-1237
(601) 313-6230

LEASE

BETWEEN

City of
Hattiesburg
(as the Lessor)

AND

THE STATE OF MISSISSIPPI
MILITARY DEPARTMENT
(as the Lessee)

THIS LEASE, made and entered into on this 9th day of May, 2025, by and between the City of Hattiesburg, organized, chartered, incorporated and existing under the Laws of the State of Mississippi, as the Lessor, whose interest in the property hereinafter described is that of owner, and The State of Mississippi Military Department, as the Lessee.

WITNESSETH: That the parties hereto for the consideration hereinafter mentioned and with the acceptance of the attached provisions, do covenant and agree as follows with the attached provisions:

1. The Lessor hereby leases to the Lessee the following described premises, located in the City of Hattiesburg, Forrest County, Mississippi, to-wit:

A part or parcel of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 3N, Range 12 West, Forrest County, Mississippi and being more particularly described as follows (Survey Plat attached as Exhibit A):

Beginning at a 1" metal pipe on the Southwest corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, Township 3 North, Range 12 West, Forrest County Mississippi, said point being the POINT OF BEGINNING; thence North $00^{\circ}38'35''$ East, a distance of 1,319.22 feet to a 1" metal pipe near a Pine Knot; thence North $00^{\circ}10'34''$ West, a distance of 488.29 feet to an iron pin; thence South $49^{\circ}25'10''$ East, a distance of 757.57 feet to an iron pin; thence East, a distance of 659.60 feet to an iron pin; thence South $00^{\circ}39'42''$ West, a distance of 567.06 feet to a 1" metal pipe; thence continue South $00^{\circ}39'42''$ West along said line, a distance of 757.36 feet to a 1 inch metal pipe; thence North $89^{\circ}32'53''$ West, a distance of 1,233.01 feet to the POINT OF BEGINNING.

Containing 40.60 acres, more or less, and located in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, Township 3 North, Range 12 West, Forrest County Mississippi.

to be used by the Lessee for Mississippi Military Department, National Guard and other Mississippi Military purposes generally, and to that end the described property may be used as a site upon which may be constructed such buildings, houses, sheds, armories and structures as may be deemed by the Lessee, its agents and officers, a necessary and proper place for the storage and care of arms, ammunition, vehicles and all other impediments of war and defense; and for all other uses common, customary, and befitting to the Mississippi Military Department and the Mississippi National Guard.

2. TO HAVE AND HOLD the said premises with their appurtenances for the term of FIFTY (50) YEARS, in accordance with Mississippi Code § 61-5-11, beginning on the date set forth hereinabove, which term of years shall end on the 30th day of April, 2075,

unless and until the Lessee shall give notice of termination in accordance with this lease, and this lease shall remain in force and effect until the term shall expire or be terminated; provided, however, that if said premises should cease to be used for Mississippi Military Department, National Guard, or other Mississippi Military purposes, then said lease shall immediately terminate.

3. The Lessee shall pay the Lessor rent at the rate of One Dollar (\$1.00), per year, the receipt and sufficiency of which is hereby acknowledged, for the term of this lease in accordance with Mississippi Code §21-17-1(11).

4. The Lessee shall have the right, during the existence of this lease, to make alterations and excavations upon described property, attach fixtures, and erect additions, structures, and signs in or upon the leased property which fixtures, additions, structures, and signs shall be and remain the property of the Lessee, and may be removed or otherwise disposed of by the Lessee.

5. The Lessee shall not assign this lease in any event and shall not sublet the leased premises except with the approval of the Lessor.

6. If the leased premises be destroyed completely by fire or other casualty, this lease shall immediately terminate if the Lessee shall so elect by notifying the Lessor in writing not later than ten (10) days after such destruction. In case of partial destruction or damage, such as rendering the premises untenable, as determined by the Lessee, the Lessee may terminate the lease by giving written notice to the Lessor within fifteen (15) days after such partial damage or destruction. The Lessor shall have no duty to repair or replace destroyed or partially destroyed improvements situated upon the leased premises.

7. Any notice under the term of this lease shall be in writing by a duly authorized representative of the party giving such notice. If notice is given by the Lessor, such notice shall be addressed to The Adjutant General of Mississippi, 1410 Riverside Drive, Jackson, Mississippi 39202-1237; and if by the Lessee, such notice shall be addressed to City of Hattiesburg, Attn: Mayor, P.O. Box 1898, Hattiesburg, MS 39403-1898.

8. At the expiration of the lease term, or prior termination by either party, pursuant to the terms of this agreement, the tenant shall surrender the leased property in as good condition as it was at the beginning of the term, reasonable use and wear, and damages by the elements excepted. It shall be Lessee's sole and exclusive responsibility to remove, contain, neutralize,

dispose of, or otherwise appropriately deal with any and all hazardous materials, contaminants, toxic substances, storage tanks, and other dangerous, hazardous or unhealthy instrumentalities, substances and materials of every kind and nature allowed onto the premises by the Lessee.

9. The Lessee shall be solely responsible for any and all costs, suits, damages, liabilities, judgments, penalties, fines, claims and monetary loss in any way arising out of or from its negligent acts and/or omissions, and/or its intentional acts. Any liabilities or claims for property loss or damage, or for death or personal injury by a party or its agents, employees, contractors or assigns, or by third persons, arising out of and during the performance of this lease, will be determined in accordance with applicable law. Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or a third person for property loss or damage or death or personal injury arising out of and during the performance of this contract.

10. The Lessee shall have the right to exercise the option to lease an additional +/- 42.68 acres of property as described as follows (*Survey Plat attached as Exhibit B*):

DESCRIPTION (Parcel 1)

Beginning at a 1" metal pipe on the Southwest corner of the Southeast 1/4 of Northwest 1/4 of Section 6, Township 3 North, Range 12 West, Forrest County Mississippi, said point being the POINT OF BEGINNING; thence North 00°39'42" East, a distance of 757.36 feet to a metal pipe; thence continue North 00°39'42" East along said line, a distance of 438.76 feet to an iron pin; thence South 43°34'32" East, a distance of 257.60 feet to an iron pin; thence North 41°06'50" East, a distance of 415.80 feet to an iron pin; thence South 89°47'23" East, a distance of 354.01 feet to an iron pin on the West margin of an old railroad right of way; thence along said railroad South 35°45'38" East, a distance of 466.50 feet to an iron pin; thence along the Northwest margin of Ralston Road South 29°11'03" West, a distance of 1,459.50 feet to an iron pin; thence leaving said road run North 89°47'23" West, a distance of 383.56 feet to an iron pin; thence North 00°39'42" East, a distance of 330.00 feet to the POINT OF BEGINNING.

Containing 27.74 acres, more or less, and located in the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 6, Township 3 North, Range 12 West, Forrest County Mississippi

DESCRIPTION (Parcel 2)

Commencing at a 1" metal pipe on the Southwest corner of the Southeast 1/4 of Northwest 1/4 of Section 6, Township 3 North, Range 12 West, Forrest County Mississippi; thence North 00°39'42" East, a distance of 757.36 feet to a metal pipe; thence continue North 00°39'42" East along said line, a distance of 438.76 feet to an iron pin; thence South 43°34'32" East, a distance of 257.60 feet to an iron pin; thence North 41°06'50" East, a distance of 415.80 feet to an iron pin; thence South 89°47'23" East, a distance of 354.01 feet to an iron pin on the West margin of the West Margin of and abandoned Railroad the POINT OF BEGINNING; thence continue South 89°47'23" East along said line, a distance of 123.56 feet to an iron pin; thence along

the East margin of an abandoned Railroad thence along said right of way South 35°45'38" East, a distance of 347.17 feet to an iron pin on the intersection of said railroad right of way and the Northwest right of way margin of Ralston Road; thence along said right of way South 29°11'03" West, a distance of 110.39 feet to an iron pin; thence leaving said road run along the West margin of said abandon railroad North 35°45'38" West, a distance of 466.50 feet to the POINT OF BEGINNING.

Containing 0.93 acres, more or less, and located in the Southeast ¼ of the Northwest ¼ of Section 6, Township 3 North, Range 12 West, Forrest County Mississippi

DESCRIPTION (Parcel 3)

Commencing at a 1" metal pipe on the Southwest corner of the Southeast 1/4 of Northwest 1/4 of Section 6, Township 3 North, Range 12 West, Forrest County Mississippi; thence North 00°39'42" East, a distance of 757.36 feet to a metal pipe; thence continue North 00°39'42" East along said line, a distance of 438.76 feet to an iron pin; thence South 43°34'32" East, a distance of 257.60 feet to an iron pin; thence North 41°06'50" East, a distance of 415.80 feet to an iron pin; thence South 89°47'23" East, a distance of 354.01 feet to an iron pin; thence continue South 89°47'23" East along said line, a distance of 123.56 feet to an iron pin on the East Margin of an abandoned railroad the POINT OF BEGINNING; thence continue South 89°47'23" East along said line, a distance of 287.81 feet to an iron pin; thence South 00°40'38" East, a distance of 125.96 feet to an iron pin on the North and west margin of Ralston Road; thence along said road South 29°11'03" West, a distance of 177.20 feet to an iron pin; thence leaving said road run along the said East margin of and abandoned railroad North 35°45'38" West, a distance of 347.17 feet to the POINT OF BEGINNING.

Containing 1.06 acres, more or less, and located in the Southeast ¼ of the Northwest ¼ of Section 6, Township 3 North, Range 12 West, Forrest County Mississippi

DESCRIPTION (Parcel 4)

Commencing at a 1" metal pipe on the Southwest corner of the Southeast 1/4 of Northwest 1/4 of Section 6, Township 3 North, Range 12 West, Forrest County Mississippi; thence North 00°39'42" East, a distance of 757.36 feet to a metal pipe; thence continue North 00°39'42" East along said line, a distance of 567.06 feet to an iron pin; thence South 89°47'23" East, a distance of 1,214.88 feet to an iron pin; thence South 00°40'38" East, a distance of 246.47 feet to an iron pin on the South margin of Ralston Road the POINT OF BEGINNING; thence continue South 00°40'38" East along said line, a distance of 158.79 feet to an iron pin on the East margin of an abandoned railroad; thence along said railroad North 35°45'38" West, a distance of 87.27 feet to an iron pin on the Southeast margin of said Ralson Road; thence run North 29°11'03" East, a distance of 100.75 feet to the POINT OF BEGINNING.

Containing 0.09 acres, more or less, and located in the Southeast ¼ of the Northwest ¼ of Section 6, Township 3 North, Range 12 West, Forrest County Mississippi

DESCRIPTION (Parcel 5)

Commencing at a 1" metal pipe on the Southwest corner of the Southeast 1/4 of

Northwest 1/4 of Section 6, Township 3 North, Range 12 West, Forrest County Mississippi; thence South 00°39'42" West, a distance of 330.00 feet to an iron pin; thence South 89°47'23" East, a distance of 1,253.54 feet to an iron pin; thence North 00°40'38" West, a distance of 1,075.33 feet to an iron pin on the Southwest right of way of and abandoned Railroad the POINT OF BEGINNING; thence along said railroad North 35°45'38" West, a distance of 182.90 feet to an iron pin on the South right of way line of Ralston Road; thence along said road run North 29°11'03" East, a distance of 110.39 feet to an iron pin; thence leaving said road run along the east margin of said railroad South 35°45'38" East, a distance of 87.27 feet to an iron pin; thence South 00°40'38" East, a distance of 173.98 feet to the POINT OF BEGINNING.

Containing 0.31 acres, more or less, and located in the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 3 North, Range 12 West, Forrest County Mississippi

DESCRIPTION (Parcel 6)

Commencing at a 1" metal pipe on the Southwest corner of the Southeast 1/4 of Northwest 1/4 of Section 6, Township 3 North, Range 12 West, Forrest County Mississippi; thence South 00°39'42" West, a distance of 330.00 feet to an iron pin; thence South 89°47'23" East, a distance of 383.56 feet to an iron pin; thence continue South 89°47'23" East along said line, a distance of 68.58 feet to an iron pin on the East margin of Ralston Road the POINT OF BEGINNING; thence along said road North 29°11'03" East, a distance of 1,398.22 feet to an iron pin on the South and west margin of an abandoned railroad; thence along said railroad South 35°45'38" East, a distance of 182.90 feet to an iron pin; thence leaving said railroad run South 00°40'38" East, a distance of 83.04 feet; thence continue South 00°40'38" East along said line, a distance of 662.28 feet; thence continue South 00°40'38" East along said line, a distance of 330.00 feet to an iron pin; thence North 89°47'23" West, a distance of 801.40 feet to the POINT OF BEGINNING.

Containing 12.55 acres, more or less, and located in the Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 3 North, Range 12 West, Forrest County Mississippi

to be used by the Lessee for Mississippi Military Department, National Guard and other Mississippi Military purposes generally, and to that end the described property may be used as a site upon which may be constructed such buildings, houses, sheds, armories and structures as may be deemed by the Lessee, its agents and officers, a necessary and proper place for the storage and care of arms, ammunition, vehicles and all other impediments of war and defense; and for all other uses common, customary, and befitting to the Mississippi Military Department and the Mississippi National Guard.

11. At the conclusion or termination of this lease, all above property and appurtenances will revert back to the City of Hattiesburg.

This Agreement supersedes and replaces any and all prior leases, amendments and codicils previously executed by and between the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed to their names as of the date above written.

ATTEST: _____

City of Hattiesburg, Mississippi
Mayor

By: _____

Toby Barker



The State of Mississippi, by and through the
Mississippi Military Department, Lessee

ATTEST: _____

By: _____

Bobby M. Ginn, Jr.

Major General, MSNG

The Adjutant General of Mississippi

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state aforesaid, TOBY BARKER, who acknowledged that he is the Mayor of the City of Hattiesburg, Mississippi, and that on behalf of City of Hattiesburg, Mississippi, and in said representative capacity, he signed and delivered the above and foregoing document after having been first authorized so to do.

Given under my hand and official seal, this 9th day of May, 2025.



My Commission Expires: _____

Hazel Young
Notary Public

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state aforesaid, the within named, MAJOR GENERAL BOBBY M. GINN, JR., who acknowledged that he is The Adjutant General of the State of Mississippi, and that in said representative capacity, he executed the above and foregoing instrument, after first having been duly authorized so to do.

Given under my hand and official seal, this 16th day of May, 2025.

Donna W. Sullivan
Notary Public

My Commission Expires: _____

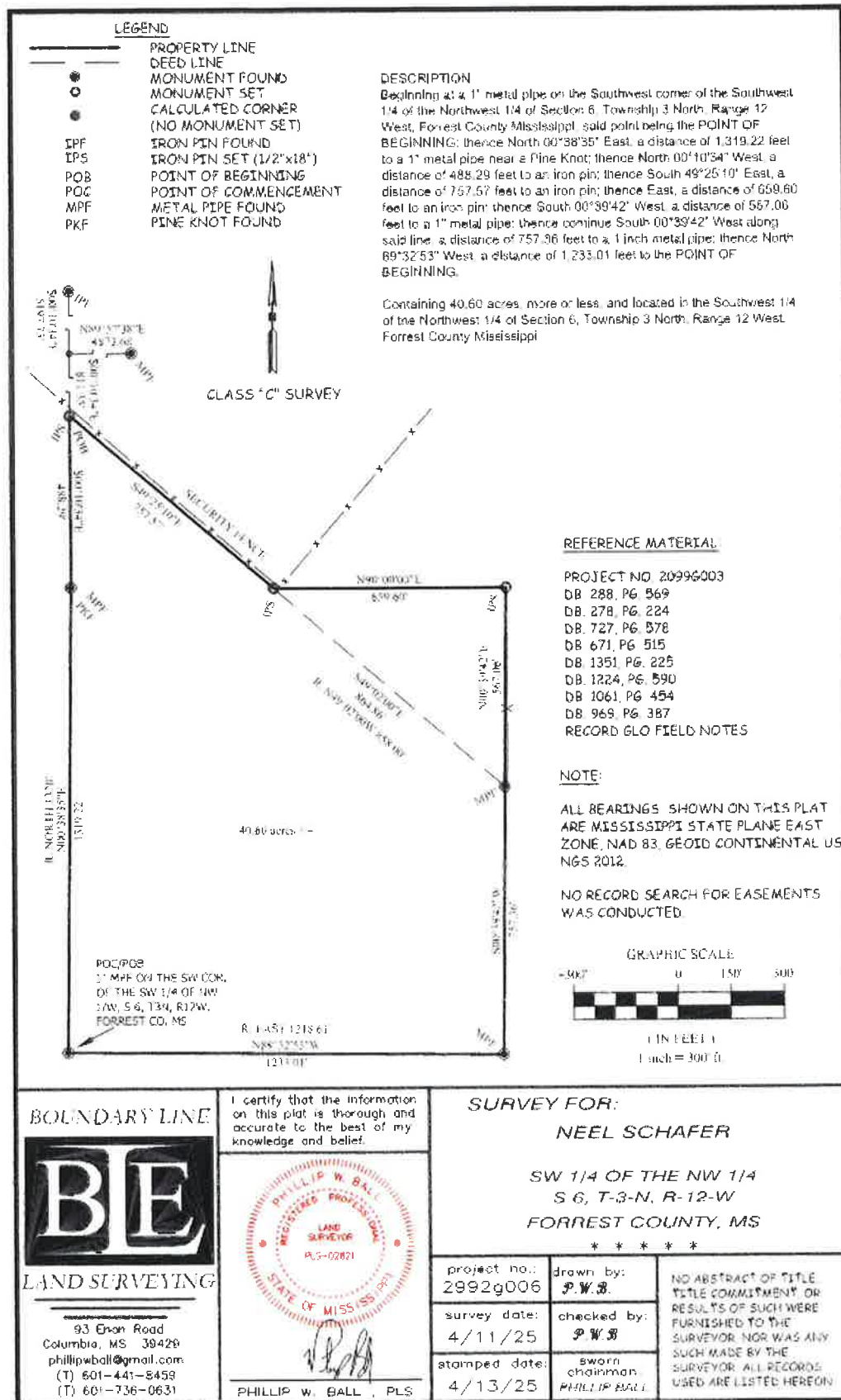


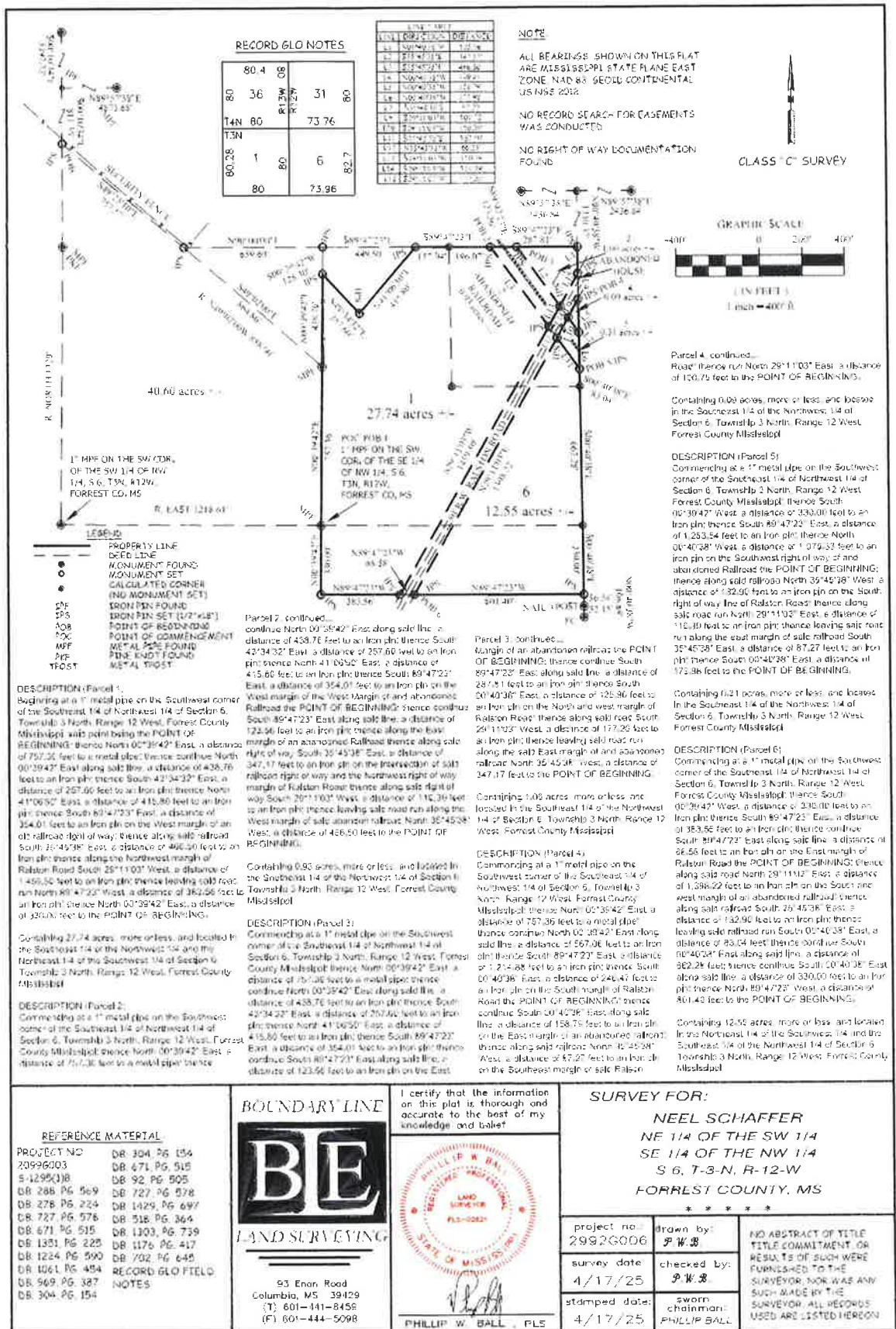
CERTIFICATE

I, Kermit Eaton, certify that I am the Clerk for the City of Hattiesburg, Mississippi, Lessor in the foregoing instrument; that Toby Barker, Mayor of the City of Hattiesburg, who signed said lease on behalf of the Lessor, was duly elected, qualified, and acting; that said lease was duly signed for and on behalf of said city, having all authority so to do.



City Clerk





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 9th day of **May 2025**, the following Resolution:

RESOLUTION 2025-107

**ADOPT A RESOLUTION TO APPROVE THE LEASE AGREEMENT
BETWEEN THE CITY OF HATTIESBURG AND THE STATE OF MISSISSIPPI
MILITARY DEPARTMENT, AFFIRMING THE PROPERTY IS NOT NEEDED
FOR GOVERNMENTAL PURPOSES OR MUNICIPAL OPERATIONS;
AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Hattiesburg, Mississippi ("the City") has determined that the real property described in the Lease between the City and the State of Mississippi Military Department ("the Lease") is not needed for governmental or related purposes and is not to be used in the operation of the municipality and that the sale of said property is not necessary or desirable for the financial welfare of the municipality; and

WHEREAS, the use of said property will promote and foster the development and improvement of the civic, social, educational, cultural, moral, economic or industrial welfare of the City of Hattiesburg, Mississippi; and

WHEREAS, The State of Mississippi Military Department will use the said property for the Mississippi Military Department, National Guard and other Mississippi Military purposes generally.

NOW, THEREFORE, be it resolved that the Mayor be authorized to execute the Lease between the City of Hattiesburg, Mississippi, and The State of Mississippi Military Department in substantially the form attached hereto as Exhibit "A".

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member Ware seconded by Council Member Brown, and was adopted by the following, to wit;

YEAS:
George
Carroll
Ware
Brown

NAYS:
None

ABSENT:
Delgado

The President thereby declared the motion carried and the Resolution adopted this the 9th day of **May 2025**.



ATTEST:


DEPUTY CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 9th day of **May 2025**.

ATTEST:


CITY CLERK

APPROVED:


MAYOR