



**Tuesday, December 7, 2021
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. **2021-1379** Approve the minutes for the November 15 & 16, 2021 meetings of the City Council and the November 16, 18, 22, 29 & 30, 2021 redistricting public hearings.
2. **2021-1376** Adopt the December 7, 2021 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2022 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.
3. **2021-1360** Adopt a Resolution authorizing Requisition No. 86 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
4. **2021-1380** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Edwards Street Infrastructure Improvements project, and authorize the Mayor to execute in duplicate.
5. **2021-1361** Approve Right-of-Way Agreement with Norfolk Southern Railroad for the Hattiesburg Downtown Railroad Innovation Project (a.k.a. Hall Avenue Project) and authorize the Mayor to execute in triplicate.
6. **2021-1364** Approve Right-of-Way Agreement with Canadian National Railroad for the Hattiesburg Downtown Railroad Innovation Project (a.k.a. Hall Avenue Project) and authorize the Mayor to execute in triplicate (request to delete).
7. **2021-1365** Approve Supplemental Agreement No. 4 with ARE Engineering Consultants for preliminary and design engineering services related to the Taxiway A Realignment, Improvements & Signage project and authorize the Mayor to execute in duplicate.
8. **2021-1353** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 203 Annie Lane with a monthly increase of \$8.43, and authorize the Mayor to execute the same.
9. **2021-1355** Approve the MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of \$75,000.00 to fund a Household

- Hazardous Waste “Right Way to Throw Away Day.”, with matching city funds of \$25,000; and authorize the Mayor to execute in duplicate.
10. **2021-1356** Approve the MS Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Grant Award, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,000,000 (\$500,000 federal share and \$500,000 local share); and authorize the Mayor to execute in duplicate.
 11. **2021-1367** Acknowledge bids received November 18, 2021 for the reverse auction of Men's & Women's Lockers and Day Lockers for the Public Safety Complex and accept the bid from Tab Products Co., LLC in the amount of \$84,995.00.
 12. **2021-1368** Acknowledge bids received November 18, 2021 for the reverse auction of Police Dispatch Consoles for the Public Safety Complex and accept the bid from Evans Consoles Inc. in the amount of \$136,326.06.
 13. **2021-1366** Acknowledge receipt of an Airport Rescue Grant (ARPA KW2022) in the amount of \$32,000.00 from the Federal Aviation Administration (FAA) and ratify the Mayor's signature on the associated Grant Agreement.
 14. **2021-1378** Authorize the Mayor to consent and approve and the City Clerk to attest the attached Assignment and Assumption of Lease from The Merchants Company to MFSM LLC, as provided for in the Lease dated July 22, 1957, entered into by and between the City of Hattiesburg, Mississippi, as Lessor, and Dixie Aluminum Corporation, as Lessee, (the “1957 Lease”), which was recorded in Land Deed Book 188 at Page 382 in the Office of the Chancery Clerk of Forrest County, Mississippi, and in the Supplemental Lease Agreement dated November 1, 1986, entered into by and between the City of Hattiesburg, Mississippi, as Issuer, and The Merchants Company, as Company, (the “Supplemental Lease”), which was recorded in Land Deed Book 578 at Page 305 in the Office of the Chancery Clerk of Forrest County, Mississippi.
 15. **2021-1396** Authorize City Attorney to execute two Subdivision Settlement Participation Forms in connection with Opioid litigation.
 16. **2021-1399** Ratify the Industrial Park Commission's approval of a land transaction within the Industrial Park for economic development and authorize the Mayor to execute any required documents on behalf of the City.
 17. **2021-1400** Resolution of the City Council of the City of Hattiesburg, Mississippi authorizing and approving the Mayor, on behalf of the City, executing and delivering a grant application to and entering into a grant agreement with the Mississippi Development Authority in order to receive a grant in the amount of \$1,500,000.00 on behalf of the City from the Mississippi Development Authority for the purpose of completing infrastructure related to the development of a new headquarters to be located at Midtown in the City for the Jones Family of Companies and thus enhancing economic development through the construction or improvement of highways or highway segments; and for related purposes.

ROUTINE AGENDA

1. **2021-1357** Ratification of submitted grant application to the Federal Transit Administration

(FTA) FY 2021 Grants for Buses and Bus Facilities Program to fund a transfer facility, sidewalks, ADA accessibility features, crosswalks, and pedestrian signals at selected bus stop locations, for a total project cost estimated at \$2,922,000 (\$2,045,400 federal share and \$876,600 local share).

2. **2021-1354** Acknowledge Proof of Publications for the Clarion Ledger for the month of October 2021.
3. **2021-1359** Acknowledge receipt of the two quote docket for the period of October 25, 2021 through November 28, 2021 as provided for in 31-7-13(b) of the Mississippi Code of 1972.
4. **2021-1358** Acknowledge update to the performance period of the U.S. Department of Housing and Urban Development (HUD) Lead Hazard Reduction Grant Program and Healthy Homes Supplement Grant Agreement. Period of performance was revised from November 1, 2021 through April 30, 2025, to November 15, 2021 through May 14, 2025.
5. **2021-1370** Authorize publication of a Request for Proposals from qualified firms for the creation of a Master Plan for future development in the vicinity of North 25th and North 26th Avenues.
6. **2021-1362** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {Entitlement CDBG/HOME}
7. **2021-1363** Approve plans and specifications for the demolition of up to three (3) structures pursuant to the code enforcement process provided for in MCA 21-19-11 and authorize advertisement for bids for the same.
8. **2021-1371** Approve the amendment to the Hub City Transit Public Transportation Agency Safety Plan (HCT-PTASP) and acknowledge that this plan meets the requirements of 49 CFR Part 673, Federal Transit Administration regulation.
9. **2021-1372** Approve the amendment to the Hub City Transit Title VI LEP Plan with changes to the Title VI Coordinator position designation.
10. **2021-1373** Approve the amendment to the City of Hattiesburg DBE Program, with changes made on Section 26.25 DBE Liaison Officer (DBELO).
11. **2021-1374** Approve the change in position designation for the American with Disabilities Act (ADA) Program Coordinator.
12. **2021-1375** Approve claims docket for the period ending November 30, 2021.

In Memoriam:

- Mrs. Arlyn Trussell
- Mrs. Arlena Naylor
- Mr. S.F. Carlisle, Jr.
- Mr. Jere Gunn
- Mr. Joseph Barnes

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ronda Cole, Clerk of Council
cc:
Date: Tuesday, December 7, 2021
Re: Approve the minutes for the November 15 & 16, 2021 meetings of the City Council and the November 16, 18, 22, 29 & 30, 2021 redistricting public hearings.
File Number: 2021-1379
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 December 7, 2021 City Council meeting for consideration.

Published Agenda



Monday, November 15, 2021	City Council	Council Chambers
4:00 PM	Monday Meeting Agenda	200 Forrest Street

Call to Order

Public Hearing

- 1. **2021-1295** Hold Public Hearing 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.

- 2. **2021-1313** Hold Public Hearing on the adoption of the Motor Vehicle Assessment Schedule for the City of Hattiesburg, for the fiscal year beginning, October 1, 2021 and ending September 30, 2022.

Agenda Review

Citizens' Forum

Meeting Recess

Public Hearing on Unsafe Properties

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on unsafe properties at 4:00 p.m. Monday, November 5, 2021**, in Council Chambers at City Hall, pursuant to order adopted October 19, 2021, in Minute Book 2021 Page 255, to determine if the following properties are in such a state of uncleanliness, so as to be a menace to the health and safety of the community; same being from a recessed meeting held on November 2, 2021.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; 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 Carroll called the meeting to order and explained the procedures.

- 1. **2021-1295** Hold Public Hearing 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: Hold Public Hearing 11-15- 2021
 1. 112 Ellis Drive
 2. 116 Ellis Drive

Code Enforcement Manager, Wiley Quinn, presented the properties to be considered. Mr. Quinn recommended that the Council adopt resolutions determining the properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, providing a specified period of time to remove the violations, and declaring the City's intent to take action to clear violations and charge the cost-plus penalty against

the property if the violations are not resolved in the specified period of time. He recommended resolutions allowing homeowners 15 days to resolve violations.

There were no citizens present who wished to address the Council regarding properties listed for the public hearing.

By unanimous consent, Council President Carroll **closed the public hearing at 4:05 p.m. and proceeded with the Public Hearing for the Motor Vehicle Assessment Schedule.**

Public Hearing for the Motor Vehicle Assessment Schedule

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing at 4:06 p.m. Monday, November 15, 2021**, in Council Chambers at City Hall to hear public comment on the proposed Motor Vehicle Assessment Schedule for the City of Hattiesburg for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022, pursuant to order adopted October 19, 2021 at File # 2021-1266.

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

2. **2021-1313** Hold Public Hearing on the adoption of the Motor Vehicle Assessment Schedule for the City of Hattiesburg, for the fiscal year beginning, October 1, 2021 and ending September 30, 2022.

Attachments: Mtr Veh proof 2021
 FINAL UAS 2021 2022

Council President Carroll asked for public comment on the proposed Motor Vehicle Assessment for 2021-2022.

There were no citizens present who wished to comment.

Council President Carroll closed the public hearing at 4:07 p.m. and proceeded with the Agenda Review.

Agenda Review

Mayor Barker welcomed members of the Mayor's Youth Council.

Council President Carroll proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President George 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 George closed the Citizen Forum.

Meeting Recess

Council President Carroll stated that the first Redistricting Public Hearing (Ward 4) will be held Tuesday, November 16, 2021, at 6:00 p.m. at the Jackie Dole Sherrill Community Center.

Council President Carroll declared the **meeting recessed at 4:23 p.m., this 15th day of November, 2021,**
by unanimous consent, until the 16th day of November, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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Published Agenda



**Tuesday, November 2, 2021
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. **2021-1318** Approve the minutes for the November 1 & 2, 2021.

2. **2021-1296** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

3. **2021-1316** Adopt a Resolution for final approval of Motor Vehicle Assessment Schedule for Fiscal Year 2021-2022; authorize publication of same.

4. **2021-1326** Adopt a Resolution authorizing the application to the Federal Transit Administration Bus and Bus Facilities Grant Program to fund a transfer site and enhancements to safety and accessibility at various bus stop locations.

5. **2021-1324** Adopt an Ordinance for the City of Hattiesburg, Mississippi establishing guidelines pertaining to public assembly.

6. **2021-1319** Adopt an Ordinance amending Ordinance 3211, Chapter 46, Article VI of the Code of Ordinances establishing guidelines for block parties.

7. **2021-1307** Adopt an Ordinance for the petition filed by Kenneth Moye and Korey Williams, Applicants, and Dorothy Brown, Owner, to change the zoning classification for certain properties located at 309 E Pine Street (Parcel 2-029J-10-352.00, 2-029I-10-071.00 PPIN 26659, 26660, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District. The Planning Commission recommended to Approve on November 4, 2021.

8. **2021-1304** Adopt an Ordinance for the petition filed by Mechanics Row, LLC, Applicant, and City of Hattiesburg, Owner, to change the zoning classification at 500 E Pine Street (Parcel 2029I10064.00, 2029I10077.01; PPIN 15590, 45721, Ward 2) from Section 4.5.12, B-5 (Regional Business) to Section 4.5.11, B-4 (Downtown Business) District. The Planning Commission recommended to Approve on November 4, 2021.

9. **2021-1305** Approve or Deny a petition filed by Mechanics Row, LLC, Applicant, and City of Hattiesburg, Owner, to request a Conditional Use as “Dwelling, Single Family Attached” in B-4 (Downtown Business) District at 500 E Pine Street (Parcel 2-029I-10-064.00, 2-029I-10-077.01; PPIN 15590, 45721, Ward 2). Request is contingent upon rezone of property to B-4 zone. The Planning Commission recommended to Approve on November 4, 2021.

10. **2021-1306** Approve or Deny a petition filed by Father Chelsea “Alexis” Baldwin, Applicant, and Larry Geraldson, Owner, to request a Conditional Use as “Place of Assembly Not Otherwise Listed” in R-1C (Single Family Residential) District located at 416 Barkley Road (Parcel 2-042D-26-008.00, 2-042D-26-007.01, portion of 2-042D-26-007.00; PPIN 6735, 43631, portion of 6733, Ward 5). The Planning Commission recommended to Approve on November 4, 2021.

- 11. 2021-1299 Approve Agreement between City of Hattiesburg and Hattiesburg Downtown Association, in the amount of \$40,000.00 to provide and promote economic growth and development of downtown Hattiesburg; authorize the Mayor to execute and issuance of a manual check.
- 12. 2021-1300 Approve Agreement between City of Hattiesburg and Noble Motive to provide website hosting, maintenance and creative services and authorize the Mayor to execute the same.
- 13. 2021-1311 Approve Agreement for Preliminary Engineering Services with Norfolk Southern Railway Company in the amount of \$20,000.00 related to the Hall Avenue West Overpass project and authorize the Mayor to execute in triplicate.
- 14. 2021-1291 Approve Lighting Agreement with Mississippi Power Company for additional lighting at 40th Place with a monthly increase of \$52.96, and authorize the Mayor to execute the same.
- 15. - Deleted -
- 16. 2021-1314 Approve Amendment No. 1 to the Agreement for services by Landry, Lewis, Germany Architects, PA, for additional services related to the renovation of 1101 Dabbs Street and adjoining site, and authorize the Mayor to execute in duplicate.
- 17. 2021-1308 Approve amended Subrecipient Agreement with Breakthrough Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program and authorize the Mayor to execute the same.
- 18. 2021-1310 Authorize designation of Sharon Hensarling as Applicant Agent to execute for and in behalf of the City of Hattiesburg, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974, as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, in regards to Hurricane Ida, designated disaster EM3569 Hurricane Ida Emergency Protective Measures, which occurred August 29, 2021, and to file applications with the Governor's authorized representative.
- 19. 2021-1329 Ratify and confirm the Mayor's appointment of Elizabeth Schwartz to the Hattiesburg Historic Commission to fill the unexpired term of Patti Mowery, for a term beginning November 16, 2021 and ending June 30, 2022.

ROUTINE AGENDA

- 1. 2021-1293 Acknowledge receipt of Privilege Tax License monthly report for October 2021.
- 2. 2021-1312 Acknowledge monthly budget report for the month ending October 31, 2021.
- 3. 2021-1303 Acknowledge Proof of Publications for Hub City Spokes for the month of October 2021.
- 4. 2021-1317 Acknowledge receipt of the Fiscal Year 2021 budget for Pine Belt Regional Solid Waste Authority.
- 5. 2021-1302 Acknowledge the public notice of HPFL-MPO Meeting dates for 2021-2022.
- 6. 2021-1309 Acknowledge the public notice of the Open House and Public Comment Period for the Draft Transit Master Plan.
- 7. 2021-1294 Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
- 8. 2021-1297 Approve specifications and authorize publication of advertisement for term bids for lot clearing / grass cutting and related services.
- 9. 2021-1298 Approve specifications and authorize publicatio related services.

- 10. 2021-1301 Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
- 11. 2021-1315 Approve claims docket for the period ending November 12, 2021.

In Memoriam:

- Mrs. Lottie Edmond
- Mrs. Sandra Denise Ruffin
- Mr. Leroy Milsap
- Mr. Lansing Goon
- Ms. Dessie Brownlee
- Coach Bobby Collins

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, November 16, 2021**, in Council Chambers at City Hall; same being from a recessed meeting held on November 15, 2021.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; 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. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Rev. Johniel Henry of St. Paul United Methodist Church.

The Pledge of Allegiance was led by Council President Carroll.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

POLICY AGENDA

The POLICY AGENDA came before the Council.

- 1. 2021-1318 Approve the minutes for the November 1 & 2, 2021 meetings of the City Council.

Attachments: 11-2-2021 Mins.
11-1-2021 AR, WS Mins.

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Approve the minutes for the November 1 & 2, 2021 meetings of the City.

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

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

Nays: 0

2. **2021-1296** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Attachments: Adopt Resolutions of Condemnation 11 16 2021
 1. 112 Ellis Drive
 2. 116 Ellis Drive

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt Resolutions (#2021-123-124) condemning the following properties as unclean and a menace to the health and safety of the community.

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

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

Nays: 0

3. **2021-1316** Adopt a Resolution for final approval of Motor Vehicle Assessment Schedule for Fiscal Year 2021-2022; authorize publication of same.

Attachments: Motor Veh Resolution to adopt
 FINAL UAS 2021 2022
 Mtr Veh proof 2021

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt a Resolution (#2021-125) for final approval of Motor Vehicle Assessment Schedule for Fiscal Year 2021-2022; authorize publication of same.

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

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

Nays: 0

4. **2021-1326** Adopt a Resolution authorizing the application to the Federal Transit Administration Bus and Bus Facilities Grant Program to fund a transfer site and enhancements to safety and accessibility at various bus stop locations.

Attachments: Resolution-2021 FTA 5339

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt a Resolution (#2021-126) authorizing the application to the Federal Transit Administration Bus and Bus Facilities Grant Program to fund a transfer site and enhancements to safety and accessibility at various bus stop locations.

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

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

Nays: 0

5. **2021-1324** Adopt an Ordinance for the City of Hattiesburg, Mississippi establishing guidelines pertaining to public assembly.

Attachments: Public Assemblies Ordinance

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt an Ordinance (#3299) for the City of Hattiesburg, Mississippi establishing guidelines pertaining to public

assembly.

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

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

Nays: 0

6. **2021-1319** Adopt an Ordinance amending Ordinance 3211, Chapter 46, Article VI of the Code of Ordinances establishing guidelines for block parties.

Attachments: ParadeOrdinance_ammending_BlockParty_2021 (004)

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Adopt an Ordinance (#3300) amending Ordinance 3211, Chapter 46, Article VI of the Code of Ordinances establishing guidelines for block parties.

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

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

Nays: 0

7. **2021-1307** Adopt an Ordinance for the petition filed by Kenneth Moye and Korey Williams, Applicants, and Dorothy Brown, Owner, to change the zoning classification for certain properties located at 309 E Pine Street (Parcel 2-029J-10-352.00, 2-029I-10-071.00 PPIN 26659, 26660, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District. The Planning Commission recommended to Approve on November 4, 2021.

Attachments: hpc Nov 21 item d
Ordinance - 309 E Pine St Rezone
November 2021 HPC MINUTES

A MOTION was made by Council Vice President George and seconded by Council Member Delgado to Adopt an Ordinance (#3301) for the petition filed by Kenneth Moye and Korey Williams, Applicants, and Dorothy Brown, Owner, to change the zoning classification for certain properties located at 309 E Pine Street (Parcel 2-029J-10-352.00, 2-029I-10-071.00 PPIN 26659, 26660, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District.

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

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

Nays: 0

8. **2021-1304** Adopt an Ordinance for the petition filed by Mechanics Row, LLC, Applicant, and City of Hattiesburg, Owner, to change the zoning classification at 500 E Pine Street (Parcel 2-029I-10-064.00, 2-029I-10-077.01; PPIN 15590, 45721, Ward 2) from Section 4.5.12, B-5 (Regional Business) to Section 4.5.11, B-4 (Downtown Business) District. The Planning Commission recommended to Approve on November 4, 2021.

Attachments: hpc Nov 21 item a & b
Ordinance - 500 E Pine St Rezone
November 2021 HPC MINUTES

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to TABLE Ordinance for the petition filed by Mechanics Row, LLC, Applicant, and City of Hattiesburg, Owner, to change the zoning classification at 500 E Pine Street (Parcel 2-029I-10-064.00, 2-029I-10-077.01; PPIN 15590, 45721, Ward 2) from Section 4.5.12, B-5 (Regional Business) to Section 4.5.11, B-4 (Downtown Business) District.

Council members George, Delgado and Ware had comments. Council member Delgado made a statement of reasoning for tabling.

"The zoning change is out of order. The parcels included in items 8 and 9 were acquired along with the property located at 601 East Pine Street at the total purchase of \$70,000 after I made the request to the City because the purchase would further the development of Twin Forks Rising. The City made the urban overlay District A part of its comprehensive plan in 2013. While I have known of Mr. Ingram's interest in acquiring the property and I applaud his willingness to invest in the area. There are other parcels a stones throw from his current project that could be acquired for his town homes project. Phase III of the Twin Forks Rising Plan provides form the creation of a Cultural Arts and Innovation District (CAID) in the area where our offices and a project for which TFRCDC is pursuing tax credits and other investments. The subject property is not surplus. It was purchased in furtherance of TFRCDC's goals. The sale of this property to Mr. Ingram is in opposition to a project adopted by the City. TFRCDC should have the opportunity to develop this property. No action should be taken on this item."

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

Yeas: 2- Delgado and Brown

Nays: 3- George, Carroll and Ware

A MOTION was made by Council Vice President George and seconded by Council Member Ware to Adopt an Ordinance (#3302) for the petition filed by Mechanics Row, LLC, Applicant, and City of Hattiesburg, Owner, to change the zoning classification at 500 E Pine Street (Parcel 2-029I-10-064.00, 2-029I-10-077.01; PPIN 15590, 45721, Ward 2) from Section 4.5.12, B-5 (Regional Business) to Section 4.5.11, B-4 (Downtown Business) District.

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

Yeas: 3 - George, Carroll and Ware

Nays: 2 - Delgado and Brown

- 9. 2021-1305** Approve or Deny a petition filed by Mechanics Row, LLC, Applicant, and City of Hattiesburg, Owner, to request a Conditional Use as "Dwelling, Single Family Attached" in B-4 (Downtown Business) District at 500 E Pine Street (Parcel 2-029I-10-064.00, 2-029I-10-077.01; PPIN 15590, 45721, Ward 2). Request is contingent upon rezone of property to B-4 zone. The Planning Commission recommended to Approve on November 4, 2021

Attachments: hpc Nov 21 item a & b
November 2021 HPC MINUTES

A MOTION was made by Council Member Ware and seconded by Council Vice President George to Approve a petition filed by Mechanics Row, LLC, Applicant, and City of Hattiesburg, Owner, to request a Conditional Use as "Dwelling, Single Family Attached" in B-4 (Downtown Business) District at 500 E Pine Street (Parcel 2-029I-10-064.00, 2-029I-10-077.01; PPIN 15590, 45721, Ward 2). Request is contingent upon rezone of property to B-4 zone.

Council member Delgado made a statement of reason why she could not vote in favor of the petition.

"The zoning change is out of order. The parcels included In items 8 and 9 were acquired along with the property located at 601 East Pine Street at the total purchase of \$70,000 after I made the request to the City because the purchase would further the development of Twin Forks Rising. The City made the urban overlay District A part of its comprehensive plan in 2013. While I have known of Mr. Ingram's interest in acquiring the property and I applaud his willingness to invest in the area. There are other parcels a stones throw from his current project that could be acquired for his town homes project. Phase III of the Twin Forks Rising Plan provides form the creation of a Cultural Arts and Innovation District (CAID) in the area where our offices and a project for which TFRCDC is pursuing tax credits and other investments. The subject property is not surplus. It was purchased in furtherance of TFRCDC's goals. The sale of this property to Mr. Ingram is in opposition to a project adopted by the City. TFRCDC should have the opportunity to develop this property. No action should be taken on this item."

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

Yeas: 3- George, Carroll and Ware

Nays: 2- Delgado and Brown

- 10. 2021-1306** Approve or Deny a petition filed by Father Chelsea "Alexis" Baldwin, Applicant, and Larry Geraldson, Owner, to request a Conditional Use as "Place of Assembly Not Otherwise Listed" in R-1C (Single Family Residential) District located at 416 Barkley Road (Parcel 2-042D-26-008.00, 2-042D-26-007.01, portion of 2-042D-26-007.00; PPIN 6735, 43631, portion of 6733, Ward 5). The Planning Commission recommended to Approve on November 4, 2021.

Attachments: [hpc Nov 21 item c](#)
[November 2021 HPC MINUTES](#)

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Approve a petition filed by Father Chelsea "Alexis" Baldwin, Applicant, and Larry Geraldson, Owner, to request a Conditional Use as "Place of Assembly Not Otherwise Listed" in R-1C (Single Family Residential) District located at 416 Barkley Road (Parcel 2-042D-26-008.00, 2-042D-26-007.01, portion of 2-042D-26-007.00; PPIN 6735, 43631, portion of 6733, Ward 5).

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

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

Nays: 0

- 11. 2021-1299** Approve Agreement between City of Hattiesburg and Hattiesburg Downtown Association, in the amount of \$40,000.00 to provide and promote economic growth and development of downtown Hattiesburg; authorize the Mayor to execute and issuance of a manual check.

Attachments: [HHDA 2022 MOU](#)

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Agreement between City of Hattiesburg and Hattiesburg Downtown Association, in the amount of \$40,000.00 to provide and promote economic growth and development of downtown Hattiesburg; authorize the Mayor to execute and issuance of a manual check.

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

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

Nays: 0

12.

2021-1300

Approve Agreement between City of Hattiesburg and Noble Motive to provide website hosting, maintenance and creative services and authorize the Mayor to execute the same.

Attachments: Website Hosting and Maintenance Plan

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Agreement between City of Hattiesburg and Noble Motive to provide website hosting, maintenance and creative services and authorize the Mayor to execute the same.

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

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

Nays: 0

13.

2021-1311

Approve Agreement for Preliminary Engineering Services with Norfolk Southern Railway Company in the amount of \$20,000.00 related to the Hall Avenue West Overpass project and authorize the Mayor to execute in triplicate.

Attachments: 20211027 DRAFT PE Letter Agreement BR1113606 - Hattiesburg, MS

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Agreement for Preliminary Engineering Services with Norfolk Southern Railway Company in the amount of \$20,000.00 related to the Hall Avenue West Overpass project 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, Carroll, Ware and Brown

Nays: 0

14.

2021-1291

Approve Lighting Agreement with Mississippi Power Company for additional lighting at 40th Place with a monthly increase of \$52.96, and authorize the Mayor to execute the same.

Attachments: MS Power-40th Place Street Light Authorization

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Approve Lighting Agreement with Mississippi Power Company for additional lighting at 40th Place with a monthly increase of \$52.96, and authorize the Mayor to execute the same.

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

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

Nays: 0

15.

- Deleted -
16.

2021-1314

Approve Amendment No. 1 to the Agreement for services by Landry, Lewis, Germany Architects, PA, for additional services related to the renovation of 1101 Dabbs Street and adjoining site, and authorize the Mayor to execute in duplicate.

Attachments: Architect Services - Amendment 1 - 11-2021

A MOTION was made by Council Vice President George and seconded by Council Member Ware to Approve Amendment No. 1 to the Agreement for services by Landry, Lewis, Germany Architects, PA, for additional services related to the renovation of 1101 Dabbs Street and adjoining site, and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

17. **2021-1308** Approve amended Subrecipient Agreement with Breakthrough Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program and authorize the Mayor to execute the same.

Attachments: Amendment Extension 2 - Breakthrough - ER 2020

A MOTION was made by Council Member Brown and seconded by Council Vice President George to Approve amended Subrecipient Agreement with Breakthrough Community Services to provide Emergency Repairs in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program and authorize the Mayor to execute the same.

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

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

Nays: 0

18. **2021-1310** Authorize designation of Sharon Hensarling as Applicant Agent to execute for and in behalf of the City of Hattiesburg, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974, as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, in regards to Hurricane Ida, designated disaster EM3569 Hurricane Ida Emergency Protective Measures, which occurred August 29, 2021, and to file applications with the Governor's authorized representative.

Attachments: FFATA 2021m (002)
 PA-1 Designation of Applicant Agent 2020 (002)
 State Local Agreement 2.1.2020-McCraney (002)

A MOTION was made by Council Vice President George and seconded by Council Member Brown to Authorize designation of Sharon Hensarling as Applicant Agent to execute for and in behalf of the City of Hattiesburg, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974, as amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, in regards to Hurricane Ida, designated disaster EM3569 Hurricane Ida Emergency Protective Measures, which occurred August 29, 2021, and to file applications with the Governor's authorized representative.

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

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

Nays: 0

19. **2021-1329** Ratify and confirm the Mayor's appointment of Elizabeth Schwartz to the Hattiesburg Historic Commission to fill the unexpired term of Patti Mowery, for a term beginning November 16, 2021 and ending June 30, 2022.

Attachments: Elizabeth Schwartz 2021 Resume

A MOTION was made by Council Member Ware and seconded by Council Vice President George to Ratify and confirm the Mayor's appointment of Elizabeth Schwartz to the Hattiesburg Historic Commission to fill the unexpired term of Patti Mowery, for a term beginning November 16, 2021 and ending June 30, 2022.

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

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

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

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

Nays: 0

- | | | |
|----|------------------|--|
| 1. | 2021-1293 | Acknowledge receipt of Privilege Tax License monthly report for October 2021. |
| | | <u>Attachments:</u> <u>Privilege Tax License Mthly Report October 2021</u> |
| 2. | 2021-1312 | Acknowledge monthly budget report for the month ending October 31, 2021. |
| | | <u>Attachments:</u> <u>EXP21.1021</u>
<u>REV21.1021</u> |
| 3. | 2021-1303 | Acknowledge Proof of Publications for Hub City Spokes for the month of October 2021. |
| | | <u>Attachments:</u> <u>Proof of Publication Hub City Spokes Inv98827</u> |
| 4. | 2021-1317 | Acknowledge receipt of the Fiscal Year 2021 budget for Pine Belt Regional Solid Waste Authority. |
| | | <u>Attachments:</u> <u>Solid Waste Management-2021</u> |
| 5. | 2021-1302 | Acknowledge the public notice of HPFL-MPO Meeting dates for 2021-2022. |
| | | <u>Attachments:</u> <u>PUBLIC NOTICE - HPFL-MPO FY22 Meeting Calendar</u> |
| 6. | 2021-1309 | Acknowledge the public notice of the Open House and Public Comment Period for the Draft Transit Master Plan. |
| | | <u>Attachments:</u> <u>Transit Master Plan Notice of Open House & Public Comment Period</u> |
| 7. | 2021-1294 | Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG} |
| | | <u>Attachments:</u> <u>BCS Project Delivery 11162021</u>
<u>Manual Check Memo 11162021</u>
<u>CCI 11162021</u> |
| 8. | 2021-1297 | Approve Specifications and Authorize Publication of Advertisement for Term Bids for Lot Clearing/Grass Cutting and related services. |

Attachments: Notice to Bidders- Lot Clearing 2021
 BID FORM - Lot Clearing 2021
 Term Bid Document - Lot Clearing 2021

9. **2021-1298** Approve Specifications and Authorize Publication of Advertisement for Term Bids for Demolition and related services.

Attachments: Notice to Bidders- Demolition 2021
 BID FORM - Demolition 2021
 Term Bid Document - Demolition 2021

10. **2021-1301** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (11-16-2021)
 Receipts (11-16-2021)
 Deeds (11-16-2021)

11. **2021-1315** Approve claims docket for the period ending November 12, 2021.

Attachments: GL ACCOUNT 11.10

In Memoriam:

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

- Mrs. Lottie Edmond
- Mrs. Sandra Denise Ruffin
- Mr. Leroy Milsap
- Mr. Lansing Good
- Ms. Dessie Brownlee
- Coach Bobby Collins

Meeting Adjourn

Council President Carroll declared the **meeting adjourned at 5:19 p.m., this 16th day of November, 2021**, by unanimous consent, until 6:00 p.m. the 16th day of November, 2021 (Redistricting Ward 4 Public Hearing).

Meeting Adjourn

Council President Carroll declared the **meeting recessed at 5:17 p.m., this 2nd day of November, 2021**, by unanimous consent, until the 15th day of November, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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Published Notice of Public Hearing



**NOTICE OF PUBLIC HEARINGS AND COMMENT PERIOD FOR THE
CITY OF HATTIESBURG, MISSISSIPPI REDISTRICTING PLAN**

The City of Hattiesburg will be holding public hearings for proposed redistricting plans. Every ten years following the decennial census, ward lines must be redrawn so that each ward is substantially equal in population. This process, called redistricting, is important to ensure population equality and voting rights protection. Public Hearings will be held for the purpose of reviewing the proposed redistricting plans and to receive written and oral comments.

The Public Hearings schedule is as follows:

Ward 1

- **Monday, November 22, 2021 from 6:00 pm – 7:30 pm**
Location: Thad Cochran Center - #216 Barbara Ross Room (USM Campus)
121 W. Memorial Drive Thad Cochran Center, Hattiesburg, MS 39406

Ward 2

- **Monday, November 29, 2021 from 6:00 pm – 7:30 pm**
Location: Historic Eureka School cafeteria
410 E. 6th Street, Hattiesburg, MS 39401

Ward 3

- **Tuesday, November 30, 2021 from 6:00 pm – 7:30 pm**
Location: University Baptist Church
3200 W. Arlington Loop, Hattiesburg, MS 39401

Ward 4

- **Tuesday, November 16, 2021 from 6:00 pm – 7:30 pm**
Location: Jackie Dole Sherrill Community Center
220 W. Front Street, Hattiesburg, MS 39401

Ward 5

- **Thursday, November 18, 2021 from 6:00 pm – 7:30 pm**
Location: Mt. Olive Baptist Church sanctuary
1313 Country Club Road, Hattiesburg, MS 39401

The proposed redistricting plans may also be viewed on the city's website at www.hattiesburgms.com/council/redistricting or they will be available for review in the Council Clerk's office located on the 2nd floor of City Hall, 200 Forrest Street, Hattiesburg, MS 39401 between the hours of 8:00 AM to 5:00 PM, Monday through Friday.

Written comments related to the redistricting plan will be accepted until **December 10, 2021 at 5:00 PM**. Comments can be mailed to City Hall, Council Office, P.O. Box 1898, Hattiesburg, MS 39403-1898 or emailed to council@hattiesburgms.com.

If you have any questions regarding this information, please contact the City Council Office at (601) 545-4551 or email at council@hattiesburgms.com

CITY OF HATTIESBURG, MISSISSIPPI

/s/ Kermas Eaton

BY: _____
CITY CLERK

Publish in the Legal Section: Thursday, November 11, 2021 and November, 18, 2021

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on redistricting at 6:00 p.m. on Tuesday, November 16, 2021, at the Jackie Dole Sherrill Community Center - Dining Room;** same being a recessed meeting, held this same day at 5:00 p.m.

Those present included Council members Jeffrey George, Ward 1; Carter Carroll, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5. Others present were Consultant Chris Watson of Bridge and Watson, Inc.; Clerk of Council, Ronda Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; media; and the public.

Council President Carroll opened the public hearing and welcomed citizens. He also introduced Mr. Watson and asked him to provide an overview of the redistricting process.

Public Hearing

Consultant Chris Watson of Bridge and Watson, Inc. provided an overview of the redistricting process and explained the preliminary "minimum change" plan he had submitted to correct the population imbalance and to begin a dialogue on the City's redistricting. He also presented Alternate Plan 1 and Alternate Plan 2.

1. 2021-1383 Proposed COH Redistricting Plans

Attachments: [COH Proposed Alternate 1 Redistricting Plan & Data Sheet](#)
 [COH Proposed Alternate 2 Redistricting Plan & Data Sheet](#)

Council President Carroll called for comments or questions from the public.

The following citizens addressed the Council:

- Alex Bilancia
- Jennifer Shaidnagle
- Andrea Saffle
- Dave Ware
- Tammy Jordan
- Margaret Ann Macloud
- Roger McDowell

There were no other citizens who wished to comment.

2. 2021-1391 Ward 4 Public Hearing Redistricting Sign-In Sheet, 11-16-2021

Attachments: [Sign-In Sheet for Ward 4 Redistricting PH](#)

Recess

Council President Carroll **closed the public hearing at 6:52 p.m., this 16th of November, 2021**, until 6:00 p.m. the 18th day of November, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Notice of Public Hearing



**NOTICE OF PUBLIC HEARINGS AND COMMENT PERIOD FOR THE
CITY OF HATTIESBURG, MISSISSIPPI REDISTRICTING PLAN**

The City of Hattiesburg will be holding public hearings for proposed redistricting plans. Every ten years following the decennial census, ward lines must be redrawn so that each ward is substantially equal in population. This process, called redistricting, is important to ensure population equality and voting rights protection. Public Hearings will be held for the purpose of reviewing the proposed redistricting plans and to receive written and oral comments.

The Public Hearings schedule is as follows:

Ward 1

- **Monday, November 22, 2021 from 6:00 pm – 7:30 pm**
Location: Thad Cochran Center - #216 Barbara Ross Room (USM Campus)
121 W. Memorial Drive Thad Cochran Center, Hattiesburg, MS 39406

Ward 2

- **Monday, November 29, 2021 from 6:00 pm – 7:30 pm**
Location: Historic Eureka School cafeteria
410 E. 6th Street, Hattiesburg, MS 39401

Ward 3

- **Tuesday, November 30, 2021 from 6:00 pm – 7:30 pm**
Location: University Baptist Church
3200 W. Arlington Loop, Hattiesburg, MS 39401

Ward 4

- **Tuesday, November 16, 2021 from 6:00 pm – 7:30 pm**
Location: Jackie Dole Sherrill Community Center
220 W. Front Street, Hattiesburg, MS 39401

Ward 5

- **Thursday, November 18, 2021 from 6:00 pm – 7:30 pm**
Location: Mt. Olive Baptist Church sanctuary
1313 Country Club Road, Hattiesburg, MS 39401

The proposed redistricting plans may also be viewed on the city's website at www.hattiesburgms.com/council/redistricting or they will be available for review in the Council Clerk's office located on the 2nd floor of City Hall, 200 Forrest Street, Hattiesburg, MS 39401 between the hours of 8:00 AM to 5:00 PM, Monday through Friday.

Written comments related to the redistricting plan will be accepted until **December 10, 2021 at 5:00 PM**. Comments can be mailed to City Hall, Council Office, P.O. Box 1898, Hattiesburg, MS 39403-1898 or emailed to council@hattiesburgms.com.

If you have any questions regarding this information, please contact the City Council Office at (601) 545-4551 or email at council@hattiesburgms.com

CITY OF HATTIESBURG, MISSISSIPPI

/s/ Kemas Eaton

BY: _____

CITY CLERK

Publish in the Legal Section: Thursday, November 11, 2021 and November, 18, 2021

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on redistricting at 6:00 p.m. on Tuesday, November 18, 2021, at Mt. Olive Baptist Church – Fellowship Hall**; same being from a recessed public hearing held on November 16, 2021.

Those present included Council members Jeffrey George, Ward 1 (via teleconference); Carter Carroll, Ward 3; Dave Ware, Ward 4 (left at 7:08 p.m.); and Nicholas Brown, Ward 5. Others present were Consultant Chris Watson of Bridge and Watson, Inc.; Clerk of Council, Ronda Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; media; and the public.

Council President Carroll opened the public hearing and welcomed citizens. He also introduced Mr. Watson and asked him to provide an overview of the redistricting process.

Public Hearing

Consultant Chris Watson of Bridge and Watson, Inc. provided an overview of the redistricting process and explained the preliminary "minimum change" plan he had submitted to correct the population imbalance and to begin a dialogue on the City's redistricting. He also presented Alternate Plan 1 and Alternate Plan 2.

1. **2021-1384** Proposed COH Redistricting Plans
- Attachments: [COH Proposed Alternate 1 Redistricting Plan & Data Sheet](#)
 [COH Proposed Alternate 2 Redistricting Plan & Data Sheet](#)

Council President Carroll called for comments or questions from the public.

The following citizens addressed the Council:

- Rev. Arthur Siggers
- Peg Ciraldo
- Bob Ciraldo
- Anthony Shaw
- Michael Jordan
- Henry Bethley
- Clarence McGee

There were no other citizens who wished to comment.

2. **2021-1392** Ward 5 Public Hearing Redistricting Sign-In Sheet, 11-18-2021
- Attachments: [Sign-In Sheet for Ward 5 Redistricting PH](#)

Recess

Council President Carroll **closed the public hearing at 7:05 p.m., this 18th of November, 2021**, until 6:00 p.m. the 22nd day of November, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Notice of Public Hearing



**NOTICE OF PUBLIC HEARINGS AND COMMENT PERIOD FOR THE
CITY OF HATTIESBURG, MISSISSIPPI REDISTRICTING PLAN**

The City of Hattiesburg will be holding public hearings for proposed redistricting plans. Every ten years following the decennial census, ward lines must be redrawn so that each ward is substantially equal in population. This process, called redistricting, is important to ensure population equality and voting rights protection. Public Hearings will be held for the purpose of reviewing the proposed redistricting plans and to receive written and oral comments.

The Public Hearings schedule is as follows:

Ward 1

- **Monday, November 22, 2021 from 6:00 pm – 7:30 pm**
Location: Thad Cochran Center - #216 Barbara Ross Room (USM Campus)
121 W. Memorial Drive Thad Cochran Center, Hattiesburg, MS 39406

Ward 2

- **Monday, November 29, 2021 from 6:00 pm – 7:30 pm**
Location: Historic Eureka School cafeteria
410 E. 6th Street, Hattiesburg, MS 39401

Ward 3

- **Tuesday, November 30, 2021 from 6:00 pm – 7:30 pm**
Location: University Baptist Church
3200 W. Arlington Loop, Hattiesburg, MS 39401

Ward 4

- **Tuesday, November 16, 2021 from 6:00 pm – 7:30 pm**
Location: Jackie Dole Sherrill Community Center
220 W. Front Street, Hattiesburg, MS 39401

Ward 5

- **Thursday, November 18, 2021 from 6:00 pm – 7:30 pm**
Location: Mt. Olive Baptist Church sanctuary
1313 Country Club Road, Hattiesburg, MS 39401

The proposed redistricting plans may also be viewed on the city's website at www.hattiesburgms.com/council/redistricting or they will be available for review in the Council Clerk's office located on the 2nd floor of City Hall, 200 Forrest Street, Hattiesburg, MS 39401 between the hours of 8:00 AM to 5:00 PM, Monday through Friday.

Written comments related to the redistricting plan will be accepted until **December 10, 2021 at 5:00 PM**. Comments can be mailed to City Hall, Council Office, P.O. Box 1898, Hattiesburg, MS 39403-1898 or emailed to council@hattiesburgms.com.

If you have any questions regarding this information, please contact the City Council Office at (601) 545-4551 or email at council@hattiesburgms.com

CITY OF HATTIESBURG, MISSISSIPPI

/s/ Kermas Eaton

BY: _____

CITY CLERK

Publish in the Legal Section: Thursday, November 11, 2021 and November, 18, 2021

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on redistricting at 6:00 p.m. on Monday, November 22, 2021, at the Thad Cochran Center - #216 Barbara Ross Room (USM Campus)**; same being from a recessed public hearing held on November 18, 2021.

Those present included Council members Jeffrey George, Ward 1 and Carter Carroll, Ward 3. Others present were Consultant Chris Watson of Bridge and Watson, Inc.; Clerk of Council, Ronda Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; media; and the public.

Council President Carroll opened the public hearing and welcomed citizens. He also introduced Mr. Watson and asked him to provide an overview of the redistricting process.

Public Hearing

Consultant Chris Watson of Bridge and Watson, Inc. provided an overview of the redistricting process and explained the preliminary "minimum change" plan he had submitted to correct the population imbalance and to begin a dialogue on the City's redistricting. He also presented Alternate Plan 1 and Alternate Plan 2.

1.

2021-1385

Proposed COH Redistricting Plans
- Attachments: [COH Proposed Alternate 1 Redistricting Plan & Data Sheet](#)
[COH Proposed Alternate 2 Redistricting Plan & Data Sheet](#)

Council President Carroll called for comments or questions from the public.

The following citizens addressed the Council:

- Matt Lawrence

There were no other citizens who wished to comment.

2.

2021-1393

Ward 1 Public Hearing Redistricting Sign-In Sheet, 11-22-2021
- Attachments: [Sign-In Sheet for Ward 1 Redistricting PH](#)

Recess

Council President Carroll **closed the public hearing at 6:54 p.m., this 22nd of November, 2021**, until 6:00 p.m. the 29th day of November, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Notice of Public Hearing



**NOTICE OF PUBLIC HEARINGS AND COMMENT PERIOD FOR THE
CITY OF HATTIESBURG, MISSISSIPPI REDISTRICTING PLAN**

The City of Hattiesburg will be holding public hearings for proposed redistricting plans. Every ten years following the decennial census, ward lines must be redrawn so that each ward is substantially equal in population. This process, called redistricting, is important to ensure population equality and voting rights protection. Public Hearings will be held for the purpose of reviewing the proposed redistricting plans and to receive written and oral comments.

The Public Hearings schedule is as follows:

Ward 1

- **Monday, November 22, 2021 from 6:00 pm – 7:30 pm**
Location: Thad Cochran Center - #216 Barbara Ross Room (USM Campus)
121 W. Memorial Drive Thad Cochran Center, Hattiesburg, MS 39406

Ward 2

- **Monday, November 29, 2021 from 6:00 pm – 7:30 pm**
Location: Historic Eureka School cafeteria
410 E. 6th Street, Hattiesburg, MS 39401

Ward 3

- **Tuesday, November 30, 2021 from 6:00 pm – 7:30 pm**
Location: University Baptist Church
3200 W. Arlington Loop, Hattiesburg, MS 39401

Ward 4

- **Tuesday, November 16, 2021 from 6:00 pm – 7:30 pm**
Location: Jackie Dole Sherrill Community Center
220 W. Front Street, Hattiesburg, MS 39401

Ward 5

- **Thursday, November 18, 2021 from 6:00 pm – 7:30 pm**
Location: Mt. Olive Baptist Church sanctuary
1313 Country Club Road, Hattiesburg, MS 39401

The proposed redistricting plans may also be viewed on the city's website at www.hattiesburgms.com/council/redistricting or they will be available for review in the Council Clerk's office located on the 2nd floor of City Hall, 200 Forrest Street, Hattiesburg, MS 39401 between the hours of 8:00 AM to 5:00 PM, Monday through Friday.

Written comments related to the redistricting plan will be accepted until **December 10, 2021 at 5:00 PM**. Comments can be mailed to City Hall, Council Office, P.O. Box 1898, Hattiesburg, MS 39403-1898 or emailed to council@hattiesburgms.com.

If you have any questions regarding this information, please contact the City Council Office at (601) 545-4551 or email at council@hattiesburgms.com

CITY OF HATTIESBURG, MISSISSIPPI

/s/ Kermas Eaton

BY: _____

CITY CLERK

Publish in the Legal Section: Thursday, November 11, 2021 and November, 18, 2021

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on redistricting at 6:00 p.m. on Monday, November 29, 2021, at the Historic Eureka School cafeteria**; same being from recessed public hearing held on November 22, 2021.

Those present included Council members Jeffrey George, Ward 1 (left at 6:46 p.m.); Deborah Delgado, Ward 2; Carter Carroll, Ward 3 and Dave Ware, Ward 4. Others present were Consultant Chris Watson of Bridge and Watson, Inc.; Clerk of Council, Ronda Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; media; and the public.

Council President Carroll opened the public hearing and welcomed citizens. He also introduced Mr. Watson and asked him to provide an overview of the redistricting process.

Public Hearing

Consultant Chris Watson of Bridge and Watson, Inc. provided an overview of the redistricting process and explained the preliminary "minimum change" plan he had submitted to correct the population imbalance and to begin a dialogue on the City's redistricting. He also presented Alternate Plan 1 and Alternate Plan 2.

1. 2021-1386 Proposed COH Redistricting Plans

Attachments: [COH Proposed Alternate 1 Redistricting Plan & Data Sheet](#)
[COH Proposed Alternate 2 Redistricting Plan & Data Sheet](#)

Mr. Matt Lawrence also submitted an Alternate Plan 3. Mr. Watson asked Mr. Lawrence to come provide an overview of his plan.

2. 2021-1387 Matt Lawrence Submitted Drawn Plan, 11-29-2021

Attachments: [Matt Lawrence Alternate Drawn Plan 3](#)

Council President Carroll called for comments or questions from the public.

The following citizens addressed the Council:

- Deborah Delgado
- Dee Tatum
- Peg Ciraldo
- Raylawni Branch
- Matt Lawrence
- Elizabeth Schwartz
- Eric "Thomas" Davis
- Bob Ciraldo
- Roger McDowell
- Kenneth Fairley
- Rhoda Pickett

There were no other citizens who wished to comment.

3. 2021-1394 Ward 2 Public Hearing Redistricting Sign-In Sheet, 11-29-2021

Attachments: [Sign-In Sheet for Ward 2 Redistricting PH](#)

Recess

Council President Carroll **closed the public hearing at 7:35 p.m., this 29th of November, 2021**, until 6:00 p.m. the 30th day of November, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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Published Notice of Public Hearing



**NOTICE OF PUBLIC HEARINGS AND COMMENT PERIOD FOR THE
CITY OF HATTIESBURG, MISSISSIPPI REDISTRICTING PLAN**

The City of Hattiesburg will be holding public hearings for proposed redistricting plans. Every ten years following the decennial census, ward lines must be redrawn so that each ward is substantially equal in population. This process, called redistricting, is important to ensure population equality and voting rights protection. Public Hearings will be held for the purpose of reviewing the proposed redistricting plans and to receive written and oral comments.

The Public Hearings schedule is as follows:

Ward 1

- **Monday, November 22, 2021 from 6:00 pm – 7:30 pm**
Location: Thad Cochran Center - #216 Barbara Ross Room (USM Campus)
121 W. Memorial Drive Thad Cochran Center, Hattiesburg, MS 39406

Ward 2

- **Monday, November 29, 2021 from 6:00 pm – 7:30 pm**
Location: Historic Eureka School cafeteria
410 E. 6th Street, Hattiesburg, MS 39401

Ward 3

- **Tuesday, November 30, 2021 from 6:00 pm – 7:30 pm**
Location: University Baptist Church
3200 W. Arlington Loop, Hattiesburg, MS 39401

Ward 4

- **Tuesday, November 16, 2021 from 6:00 pm – 7:30 pm**
Location: Jackie Dole Sherrill Community Center
220 W. Front Street, Hattiesburg, MS 39401

Ward 5

- **Thursday, November 18, 2021 from 6:00 pm – 7:30 pm**
Location: Mt. Olive Baptist Church sanctuary
1313 Country Club Road, Hattiesburg, MS 39401

The proposed redistricting plans may also be viewed on the city's website at www.hattiesburgms.com/council/redistricting or they will be available for review in the Council Clerk's office located on the 2nd floor of City Hall, 200 Forrest Street, Hattiesburg, MS 39401 between the hours of 8:00 AM to 5:00 PM, Monday through Friday.

Written comments related to the redistricting plan will be accepted until **December 10, 2021 at 5:00 PM**. Comments can be mailed to City Hall, Council Office, P.O. Box 1898, Hattiesburg, MS 39403-1898 or emailed to council@hattiesburgms.com.

If you have any questions regarding this information, please contact the City Council Office at (601) 545-4551 or email at council@hattiesburgms.com

CITY OF HATTIESBURG, MISSISSIPPI

/s/ Kermas Eaton

BY: _____

CITY CLERK

Publish in the Legal Section: Thursday, November 11, 2021 and November, 18, 2021

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on redistricting at 6:00 p.m. on Tuesday, November 30, 2021, at University Baptist Church - Kelley Hall**; same being from a recessed public hearing held on November 29, 2021.

Those present included Council members Jeffrey George, Ward 1 and Carter Carroll, Ward 3. Others present were Consultant Chris Watson of Bridge and Watson, Inc.; Clerk of Council, Ronda Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; media; and the public.

Council President Carroll opened the public hearing and welcomed citizens. He also introduced Mr. Watson and asked him to provide an overview of the redistricting process.

Public Hearing

Consultant Chris Watson of Bridge and Watson, Inc. provided an overview of the redistricting process and explained the preliminary "minimum change" plan he had submitted to correct the population imbalance and to begin a dialogue on the City's redistricting. He also presented Alternate Plan 1 and Alternate Plan 2.

1.

2021-1390

Proposed COH Redistricting Plans
- Attachments:

[COH Proposed Alternate 1 Redistricting Plan & Data Sheet](#)
[COH Proposed Alternate 2 Redistricting Plan & Data Sheet](#)

Mr. Matt Lawrence also submitted an Alternate Plan 4 in addition to his Alternate Plan 3. Mr. Watson asked Mr. Lawrence to come provide an overview of his plans.

2.

2021-1388

Matt Lawrence Submitted Drawn Plan, 11-29-2021
- Attachments:

[Matt Lawrence Alternate Drawn Plan 3](#)
3.

2021-1389

Matt Lawrence Submitted Plan 4, 11-30-2021
- Attachments:

[Matt Lawrence Alternate Plan 4 & Data Sheet](#)

Council President Carroll called for comments or questions from the public.

The following citizens addressed the Council:

- Joe Kinnan
- Armendia Pierce Esters
- LaKeylah White
- Debbie McClelland
- William Vilberg
- Rhoda Pickett
- Dick Conville
- Andrea Wesley

There were no other citizens who wished to comment.

4.

2021-1395

Ward 3 Public Hearing Redistricting Sign-In Sheet, 11-30-2021
- Attachments:

[Sign-In Sheet for Ward 3 Redistricting PH](#)

Recess

Council President Carroll **closed the public hearing at 7:23 p.m., this 30th of November, 2021**, until the 6th day of December, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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INTENTIONALLY**



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Connie Everett, Interim CFO

cc:

Date: Tuesday, December 7, 2021

Re: Adopt the December 7, 2021 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2022 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.
File Number: 2021-1376
Minute Book #

Summary

Adopt the December 7, 2021 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2022 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

Recommendation Statement

I recommend adoption of the December 7, 2021 budget amendments for fiscal year 2021-2022 and resolution authorizing publication of amendments in excess of 10% of the originally appropriated fund balance.

Please place this on the December 7, 2021 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Connie Everett, Interim CFO
cc:
Date: Tuesday, December 7, 2021
Re: Adopt the December 7, 2021 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2022 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.
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Summary

Adopt the December 7, 2021 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2022 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

Recommendation Statement

I recommend adoption of the December 7, 2021 budget amendments for fiscal year 2021-2022 and resolution authorizing publication of amendments in excess of 10% of the originally appropriated fund balance.

Please place this on the December 7, 2021 City Council meeting for consideration.

MEMORANDUM

TO : *Mayor Barker, Members of City Council*
FROM : *Connie Everett, Interim CFO*
DATE : *December 7, 2021*
SUBJECT : *Proposed Amendments, FY 2022*

Below is a list of the most significant proposed amendments to the FY 2022 budget. Attached is a more detailed list of proposed changes to the General Fund, detailing the impact to the Fund's budgeted ending cash. Descriptions are also included for proposed changes to the budgets of other funds.

- Beginning fund balances for all funds have been adjusted from estimated to actual.
- Open purchase orders from FY 2021 were covered in the attachments, if it was for a significant amount and would negatively impact the FY 2022 budget.

Significant items specifically for the **General Fund** include:

- Budgeted ending cash is greater than the originally adopted amount.
- The increase in fund balance was budgeted for equipment and vehicle purchases in the Police Department, Public Works, and Parks & Recreation.
- Interfund transfers to Parks & Recreation, Community Centers, and Mass Transit Funds were increased because fund balances were less than projected.
- A portion of the increase in fund balance remains unbudgeted. This was one of the goals presented for allocating the anticipated increase in fund balance during the public hearing on the FY 2022 budget. Budgeted ending cash subsequent to the first set of amendments increased from FY 2021 by \$2,761,220.

Budget amendments in other funds were attributed mostly to adjusting beginning cash estimates and construction costs.

If you have questions concerning the information presented, please give me a call.

RECAP OF PROPOSED AMENDMENTS**DECEMBER 7, 2021****FY 2022****GENERAL FUND:****Budgeted Ending Cash as adopted** **11,585,497**

Amendments to Revenues:

Federal Grants	176,375	
State Grants	58,420	
Fines & Forfeitures	551,624	
Transfers In	500	
Adjustment to Beginning Cash	1,972,933	
Total Amendments to Revenues		2,759,852

Amendments to Expenditures:

City Council - salary adjustment; open purchase orders	(2,880)	
City Court - budget for grant; open purchase orders	(95,690)	
Mayor/Admin - open purchase orders; salary adj.	(68,180)	
Purchasing - open purchase order	(250)	
Urban Dev. - open purchase orders	(106,600)	
Info. Systems - computer supplies	(65,562)	
MPO - budget for grant	(58,420)	
Ins/Other Svcs - open purchase orders	(14,000)	
Federal Programs - budget for grant	(185,050)	
Police - open purchase orders; vehicles	(562,000)	
Fire - open purchase orders	(20,000)	
Code Enf. - open purchase order	(800)	
Streets - open paving projects	(363,000)	
Construction - open purchase orders; addl position	(69,820)	
Sanitation - addl position; vehicles; open purchase ord.	(483,790)	
Eco. Dev. - open purchase orders; special projects	(3,908,050)	
Cemetery - equipment purchases	(225,000)	
Transfers - adjust interfund transfers	(589,881)	
Total Amendments to General Fund Expenditures		(6,818,973)
Budgeted Ending Cash, as Amended		\$ 7,526,376

PARKS & RECREATION FUND:

Adjust for open purchase orders	\$	6,000
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SPECIAL STREET IMPROVEMENTS FUND:

Adjust beginning balance	\$	(2,000)
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WATER & SEWER O & M FUND:

Adjust budget for open purchase orders	\$	112,552
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POLICE FORFEITURES FUND:

Budget fund balance for DARE projects and other equipment	\$	92,952
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SERIES 2011 TIF BOND & INTEREST (KOHL'S) FUND:

Budget transfer of cash balance in order to close fund	\$	500
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AIRPORT IMPROVEMENT FUND:

Adjust fund balance	\$	(53,601)
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MUNICIPAL ROAD & BRIDGE FUND:

Adjust fund balance	\$	(328,000)
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MASS TRANSIT FUND:

Adjust fund balance	\$	(170,000)
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WATER & SEWER CONSTRUCTION FUND:

Adjust for open purchase orders	\$	7,467
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COMMUNITY CENTERS FUND:

Salary adjustment	\$	7,840
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CDBG FUND:

Adjust fund balance; salary adjustment	\$	(142,835)
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SPECIAL SALES TAX/USM IMPROVEMENTS FUND:

Adjust budget for project costs	\$	(249,754)
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PUBLIC SAFETY/RECREATION CONSTRUCTION FUND:

Adjust budget for actual beginning fund balance	\$	(758,436)
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2019 FIRE STATION CONSTRUCTION FUND:

Adjust fund balance	\$	41,109
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TIF CONSTRUCTION FUND:

Adjust budget to transfer balance	\$	821
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KAMPER PARK CAPITAL IMPROVEMENT FUND:

Adjust budget to actual beginning fund balance	\$	25
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INFRASTRUCTURE IMPR-INTERNET SALES TAX FUND:

Adjust budget for beginning fund balance	\$	116,560
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SERIES 2013 WATER & SEWER REVENUE BOND CONSTRUCTION FUND:

Budget transfer of cash balance to close out fund	\$	1
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SERIES 2016 WATER & SEWER TAXABLE BOND CONSTRUCTION FUND:

Adjust budget to actual beginning fund balance	\$	123,150
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All funds' beginning fund balances were adjusted from previous estimates to actual balances on October 1, 2021.

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2022

	Original FY 2022 Budgets	December Amend'ts	Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>			
Taxes -Other	\$21,000		\$21,000
Licenses & Permits	4,484,808		4,484,808
Intergovernmental Revenues:			
Federal	1,231,197	176,375	1,407,572
State	298,150	58,420	356,570
State-Shared	24,021,063		24,021,063
County/City Shared			0
Charges for Services:			
Public Safety	435,000		435,000
Streets	0		0
Sanitation	2,290,000		2,290,000
Misc.	0		0
Fines & Forf.	888,100	351,624	1,239,724
Misc. Revenues	309,530		309,530
Transfers-In	1,184,000	500	1,184,500
Non-Revenue Receipts	438,500		438,500
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	<u>\$35,601,348</u>	<u>\$586,919</u>	<u>\$36,188,267</u>
Beg. Fund Balance	12,500,000	1,972,933	14,472,933
Less Reserve for Court Technology	-714,503	200,000	-514,503
Less Reserve for Future Debt Service			0
Property Tax Levy	19,260,000		19,260,000
TOTAL AVAIL. REVENUES	<u>\$66,646,845</u>	<u>\$2,759,852</u>	<u>\$69,406,697</u>

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council			
Personnel	\$382,550	\$650	\$383,200
Supplies & Expenses	3,400		3,400
Other Services & Charges	239,500	2,230	241,730
Capital Outlays	6,000		6,000
Total - City Council	<u>\$631,450</u>	<u>\$2,880</u>	<u>\$634,330</u>

City Court			
Personnel	\$1,104,029	\$89,690	\$1,193,719
Supplies & Expenses	35,105	2,000	37,105
Other Services & Charges	644,555	4,000	648,555
Capital Outlays	0		0
Total - City Court	<u>\$1,783,689</u>	<u>\$95,690</u>	<u>\$1,879,379</u>

Mayor/Admin.			
Personnel	\$688,100	\$65,880	\$753,980
Supplies & Expenses	15,250	1,000	16,250
Other Services & Charges	192,951	1,300	194,251
Capital Outlays	5,000		5,000
Total - Mayor/Admin.	<u>\$901,301</u>	<u>\$68,180</u>	<u>\$969,481</u>

Elections

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2022

	Original FY 2022 Budgets	December Amend'ts	Amended Budgets
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Total - Elections	\$0	\$0	\$0
Muni. Clerk			
Personnel	\$239,860		\$239,860
Supplies & Expenses	4,150		4,150
Other Services & Charges	49,800		49,800
Capital Outlays	0		0
Total - Muni Clerk	\$293,810	\$0	\$293,810
Accounting			
Personnel	\$322,270		\$322,270
Supplies & Expenses	5,250		5,250
Other Services & Charges	4,350		4,350
Capital Outlays	0		0
Total - Accounting	\$331,870	\$0	\$331,870
Purchasing			
Personnel	\$133,180		\$133,180
Supplies & Expenses	2,750		2,750
Other Services & Charges	2,734	250	2,984
Capital Outlays	0		0
Total - Purchasing	\$138,664	\$250	\$138,914
City Attorney			
Personnel	\$96,240		\$96,240
Supplies & Expenses	100		100
Other Services & Charges	600		600
Capital Outlays	0		0
Total - City Attorney	\$96,940	\$0	\$96,940
Human Resources			
Personnel	\$243,775		\$243,775
Supplies & Expenses	8,900		8,900
Other Services & Charges	6,100		6,100
Capital Outlays	0		0
Total - Human Resources	\$258,775	\$0	\$258,775
Loss Control			
Personnel	\$72,295		\$72,295
Supplies & Expenses	6,350		6,350
Other Services & Charges	3,700		3,700
Capital Outlays	0		0
Total - Loss Control	\$82,345	\$0	\$82,345
Urban Development			

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2022

	Original FY 2022 Budgets	December Amend'ts	Amended Budgets
Personnel	\$580,035		\$580,035
Supplies & Expenses	24,160	4,000	28,160
Other Services & Charges	44,175	102,600	146,775
Capital Outlays	0		0
Total - Urban Dev.	\$648,370	\$106,600	\$754,970
Information Systems			
Personnel	\$293,690		\$293,690
Supplies & Expenses	39,100		39,100
Other Services & Charges	866,000	62,220	928,220
Capital Outlays	20,000	3,342	23,342
Total - Inf. Systems	\$1,218,790	\$65,562	\$1,284,352
Gen. Gov't Building			
Personnel			\$0
Supplies & Expenses	19,700		19,700
Other Services & Charges	149,900		149,900
Capital Outlays	0		0
Total - Gen. Gov't Building	\$169,600	\$0	\$169,600
Intermodal Facility (Depot) O & M:			
Personnel	\$0		\$0
Supplies & Expenses	14,300		14,300
Other Services & Charges	89,200		89,200
Capital Outlays	0		0
Total - Depot O & M	\$103,500	\$0	\$103,500
Metro Planning			
Personnel	\$152,650	\$58,420	\$211,070
Supplies & Expenses	15,000		15,000
Other Services & Charges	243,800		243,800
Capital Outlays	0		0
Total - Metro Planning	\$411,450	\$58,420	\$469,870
Gen. Gov't Insurance/Other serv.			
Personnel	\$0		\$0
Supplies & Expenses	1,000		1,000
Other Services & Charges	2,527,380	14,000	2,541,380
Capital Outlays			0
Total - Gen. Gov't Insur/other Serv.	\$2,528,380	\$14,000	\$2,542,380
Federal Programs Administration			
Personnel	\$0	\$185,050	185,050
Supplies	0		0
Other Services & Charges	0		0
Capital Outlay	0		0
Total - Federal Programs Admin.	\$0	\$185,050	\$185,050

Recap - General Government Cost Centers

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2022

	Original FY 2022 Budgets	December Amend'ts	Amended Budgets
Personnel	\$4,308,674	\$399,690	\$4,708,364
Supplies & Expenses	\$194,515	\$7,000	\$201,515
Other Services & Charges	\$5,064,745	\$186,600	\$5,251,345
Capital Outlays	\$31,000	\$3,342	\$34,342
Total - Gen. Government	\$9,598,934	\$596,632	\$10,195,566

Police

Personnel	\$11,723,398		\$11,723,398
Supplies & Expenses	739,513	40,000	779,513
Other Services & Charges	647,798	352,000	999,798
Capital Outlays	8,620	170,000	178,620
Total - Police	\$13,119,329	\$562,000	\$13,681,329

Police & Fire Training

Personnel	\$41,950		\$41,950
Supplies & Expenses	92,956		92,956
Other Services & Charges	64,645		64,645
Capital Outlays	0		0
Total - Police & Fire Training	\$199,551	\$0	\$199,551

Fire

Personnel	\$9,145,877		\$9,145,877
Supplies & Expenses	286,800		286,800
Other Services & Charges	295,034	20,000	315,034
Capital Outlays	0		0
Total - Fire Dept.	\$9,727,711	\$20,000	\$9,747,711

Code Enforcement

Personnel	\$694,510		\$694,510
Supplies & Expenses	28,855		28,855
Other Services & Charges	209,150	800	209,950
Capital Outlays	0		0
Total - Code Enforcement	\$932,515	\$800	\$933,315

Contractual Services - Public Safety

Personnel	\$373,300		\$373,300
Supplies & Expenses	0		0
Other Services & Charges	1,005,000		1,005,000
Capital Outlays	0		0
Total - Cont. Serv. - Public Safety	\$1,378,300	\$0	\$1,378,300

Public Services Cost Centers:

Traffic Maint.

Personnel	\$264,230		\$264,230
Supplies & Expenses	151,150		151,150
Other Services & Charges	108,250		108,250
Capital Outlays	0		0
Total - Traffic Maint.	\$523,630	\$0	\$523,630

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2022

	Original FY 2022 Budgets	December Amend'ts	Amended Budgets
Streets			
Personnel	\$1,027,650		\$1,027,650
Supplies & Expenses	324,800	25,000	349,800
Other Services & Charges	1,334,254	338,000	1,672,254
Capital Outlays	0		0
Total - Streets	<u>\$2,686,704</u>	<u>\$363,000</u>	<u>\$3,049,704</u>
Street Lights			
Personnel			\$0
Supplies & Expenses			0
Other Services & Charges	1,340,000		1,340,000
Capital Outlays	0		0
Total - Street Lights	<u>\$1,340,000</u>	<u>\$0</u>	<u>\$1,340,000</u>
Engineering			
Personnel	\$568,860		\$568,860
Supplies & Expenses	14,250		14,250
Other Services & Charges	366,712		366,712
Capital Outlays	0		0
Total - Engineering	<u>\$949,822</u>	<u>\$0</u>	<u>\$949,822</u>
Shop			
Personnel	\$476,886		\$476,886
Supplies & Expenses	35,350		35,350
Other Services & Charges	45,800		45,800
Capital Outlays	0		0
Total - Shop	<u>\$558,036</u>	<u>\$0</u>	<u>\$558,036</u>
GOFS			
Personnel	\$0		\$0
Supplies & Expenses	5,120		5,120
Other Services & Charges	24,500		24,500
Capital Outlays	0		0
Total - GOFS	<u>\$29,620</u>	<u>\$0</u>	<u>\$29,620</u>
Drainage			
Personnel	\$0		\$0
Supplies & Expenses	8,500		8,500
Other Services & Charges	93,000		93,000
Capital Outlays	670,000		670,000
Total - Drainage	<u>\$771,500</u>	<u>\$0</u>	<u>\$771,500</u>
Construction			
Personnel	\$612,260	\$58,420	\$670,680
Supplies & Expenses	98,350	9,000	107,350
Other Services & Charges	148,100	2,400	150,500
Capital Outlays	0		0
Total - Construction	<u>\$858,710</u>	<u>\$69,820</u>	<u>\$928,530</u>

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2022

	Original FY 2022 Budgets	December Amend'ts	Amended Budgets
Sanitation			
Personnel	\$1,678,658	\$55,790	1,734,448
Supplies & Expenses	362,700	9,000	371,700
Other Services & Charges	1,527,000	35,000	1,562,000
Capital Outlays	0	384,000	384,000
Total - Sanitation	\$3,568,358	\$483,790	\$4,052,148
Street Cleaning			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Total - Street Cleaning	\$0	\$0	\$0
Health			
Personnel	\$1,398,902		\$1,398,902
Supplies & Expenses	129,700		129,700
Other Services & Charges	7,000		7,000
Capital Outlays	0		0
Total - Health	\$1,535,602	\$0	\$1,535,602
Recap - Public Services:			
Personnel	\$6,027,446	\$114,210	\$6,141,656
Supplies & Expenses	\$1,129,920	43,000	1,172,920
Other Services & Charges	\$4,994,616	375,400	5,370,016
Capital Outlays	\$670,000	384,000	1,054,000
Total - Public Services	\$12,821,982	\$916,610	\$13,738,592
Animal Control			
Personnel	\$137,660		\$137,660
Supplies & Expenses	13,050		13,050
Other Services & Charges	185,550		185,550
Capital Outlays	0		0
Total - Animal Control	\$336,260	\$0	\$336,260
Human/Social Assist.			
Personnel			\$0
Supplies & Expenses			0
Other Services & Charges	311,900		311,900
Capital Outlays			0
Total - Human/Social Assist.	\$311,900	\$0	\$311,900
Economic Dev.			
Personnel			\$0
Supplies & Expenses			0
Other Services & Charges	305,000	3,838,000	4,143,000
Capital Outlays	1,236,179	70,050	1,306,229
Total - Economic Dev.	\$1,541,179	\$3,908,050	\$5,449,229
Debt Service			

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2022

	Original FY 2022 Budgets	December Amend'ts	Amended Budgets
Principal	\$753,122		\$753,122
Interest	356,865		\$356,865
Paying Agent Fee	3,000		\$3,000
Total Debt Service	\$1,112,987	\$0	\$1,112,987
Airport			
Personnel	\$0		\$0
Supplies & Expenses	17,650		17,650
Other Services & Charges	40,550		40,550
Capital Outlays	0		0
Total - Airport	\$58,200	\$0	\$58,200
Cemetery			
Personnel	\$842,888		\$842,888
Supplies & Expenses	80,650		80,650
Other Services & Charges	62,001		62,001
Capital Outlays	61,200	225,000	286,200
Total - Cemetery	\$1,046,739	\$225,000	\$1,271,739
Parking Garages			
Personnel	\$62,040		\$62,040
Supplies & Expenses	2,050		2,050
Other Services & Charges	54,350		54,350
Capital Outlays	0		0
Total - Parking Garages	\$118,440	\$0	\$118,440
Transfers to Other Funds	\$2,757,321	589,881	\$3,347,202
EXPENDITURES & TRANSFERS	\$55,061,348	\$6,818,973	\$61,880,321
Recap - General Fund			
Personnel	\$33,357,743	\$513,900	\$33,871,643
Supplies & Expenses	2,585,959	90,000	2,675,959
Other Services & Charges	13,243,339	4,772,800	18,016,139
Capital Outlays	2,006,999	852,392	2,859,391
Principal Payments	753,122	0	753,122
Interest Payments	356,865	0	356,865
Total - Gen. Fund Cost Centers	\$52,304,027	\$6,229,092	\$58,533,119
Transfers to Other Funds	2,757,321	589,881	3,347,202
Total - Expenditures & Transfers	\$55,061,348	\$6,818,973	\$61,880,321
Ending Cash Budget	\$11,585,497	-\$4,059,121	\$7,526,376

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2022

	Original FY 2022 Budgets	December Amend'ts	Amended Budgets
<i>Parks & Recreation (Fund #2):</i>			
Recreation Maint. Cost Center			
Personnel	\$1,551,892		\$1,551,892
Supplies & Expenses	342,800		342,800
Other Services & Charges	477,079	5,000	482,079
Capital Outlays	85,000		85,000
Total - Recreation Maint.	\$2,456,771	\$5,000	\$2,461,771
Recreation Admin.			
Personnel	\$531,903		\$531,903
Supplies & Expenses	86,960		86,960
Other Services & Charges	455,292	1,000	456,292
Capital Outlays	0		0
Total - Recreation Admin.	\$1,074,155	\$1,000	\$1,075,155
Kamper Park Zoo			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Total - Kamper Park	\$0	\$0	\$0
<i>Recap - Parks & Recreation Fund:</i>			
Personnel	\$2,083,795	\$0	\$2,083,795
Supplies & Expenses	429,760	0	429,760
Other Services & Charges	932,371	6,000	938,371
Capital Outlays	85,000	0	85,000
Total - Recreation Maint.	\$3,530,926	\$6,000	\$3,536,926
<i>Municipal Fire Protection (Fund #5):</i>			
Personnel	\$0		\$0
Supplies & Expenses	69,500		69,500
Other Services & Charges	55,000		55,000
Capital Outlays	75,000		75,000
Principal Payments	64,120		64,120
Interest Payments	5,919		5,919
Total - Municipal Fire Prot. Fund	\$269,539	\$0	\$269,539
<i>Special Streets (Fund #8):</i>			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	249,000	-2,000	247,000
Capital Outlays	0		0
Total - Special Streets	\$249,000	-\$2,000	\$247,000
<i>Water & Sewer Operation & Maint. (Fund #9):</i>			
Customer Accounts Cost Center			

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2022

	Original FY 2022 Budgets	December Amend'ts	Amended Budgets
Personnel	\$815,350		\$815,350
Supplies & Expenses	83,300		83,300
Other Services & Charges	497,900		497,900
Capital Outlays	25,000	23,500	48,500
Total - Customer Accounts	<u>\$1,421,550</u>	<u>\$23,500</u>	<u>\$1,445,050</u>
Water Transmission Cost Center			
Personnel	\$1,039,580		\$1,039,580
Supplies & Expenses	320,500		320,500
Other Services & Charges	1,887,300		1,887,300
Capital Outlays	160,000	57,312	217,312
Total - Water Trans.	<u>\$3,407,380</u>	<u>\$57,312</u>	<u>\$3,464,692</u>
Plant Cost Center			
Personnel	\$604,120		\$604,120
Supplies & Expenses	142,000		142,000
Other Services & Charges	1,442,000	8,240	1,450,240
Capital Outlays	150,000	23,500	173,500
Total - Plant	<u>\$2,338,120</u>	<u>\$31,740</u>	<u>\$2,369,860</u>
Sewer Cost Center			
Personnel	\$447,600		\$447,600
Supplies & Expenses	330,100		330,100
Other Services & Charges	2,559,500		2,559,500
Capital Outlays	70,000		70,000
Total - Sewer	<u>\$3,407,200</u>	<u>\$0</u>	<u>\$3,407,200</u>
Lagoon Cost Center			
Personnel	\$338,530		\$338,530
Supplies & Expenses	377,220		377,220
Other Services & Charges	2,374,400		2,374,400
Capital Outlays	0		0
Principal Payments	0		0
Interest Payments	0		0
Total - Lagoon Cost Center	<u>\$3,090,150</u>	<u>\$0</u>	<u>\$3,090,150</u>
Recap: Water & Sewer O & M Fund:			
Personnel	\$3,245,180	\$0	\$3,245,180
Supplies & Expenses	1,253,120	0	1,253,120
Other Services & Charges	8,761,100	8,240	8,769,340
Capital Outlays	405,000	104,312	509,312
Principal Payments	0	0	0
Interest Payments	0	0	0
Total - Water & Sewer O & M Fund	<u>\$13,664,400</u>	<u>\$112,552</u>	<u>\$13,776,952</u>
Water & Sewer Bond & Int. (Fund #10):			
Other Services & Charges			\$0
Principal Payments	\$10,910,000		\$10,910,000
Interest Payments	\$2,218,346		\$2,218,346

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2022

	Original FY 2022 Budgets	December Amend'ts	Amended Budgets
Paying Agent Fees	\$15,000		\$15,000
Total - W & S Bond & Int. Fund	\$13,143,346	\$0	\$13,143,346

Water & Sewer Revenue (Fund #11):

Principal Payments	\$0		\$0
Interest Payments	0		0
Other services & charges	81,500		81,500
Transfers to other funds	23,700,470		23,700,470
Total - W & S Revenue Fund	\$23,781,970	\$0	\$23,781,970

2020 Tax Increment (Planet Fitness) Bond & Int (Fund #12):

Principal Payments	\$44,000		\$44,000
Interest Payments	19,000		19,000
Other Services & Charges	100		100
Transfers	0		0
Paying Agent Fees	0		0
Total - 1999 TIF Bond & Int Fund	\$63,100	\$0	\$63,100

City Bond & Interest (Fund #13):

Principal Payments	\$1,640,420		\$1,640,420
Interest Payments	2,046,383		2,046,383
Other Services & Charges	32,000		32,000
Transfers	0		0
Paying Agent Fees	20,000		20,000
Total - 1999 TIF Bond & Int Fund	\$3,738,803	\$0	\$3,738,803

SUPPLEMENTAL ENVIRONMENTAL PROJECT (FUND #17):

Supplies	\$0		\$0
Other Services & Charges	100,000		100,000
Capital Outlay	0		0
Transfers	0		0
Total - Supp. Env. Project Fund	\$100,000	\$0	\$100,000

Police Fines & Forfeitures (Fund #19):

Personnel	\$0		\$0
Supplies & Expenses	0	35,267	35,267
Other Services & Charges	0	20,000	20,000
Capital Outlays	0	37,685	37,685
Transfers	0		0
Total - Fines & Forf. Fund	\$0	\$92,952	\$92,952

Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):

Principal Payments	\$170,000		\$170,000
Interest Payments	73,963		73,963
other services & charges	2,000		2,000
Total - 1999 TIF Bond & Int Fund	\$245,963	\$0	\$245,963

Series 2004 TIF Bond & Int (Home Depot, Fund #21):

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2022

	Original FY 2022 Budgets	December Amend'ts	Amended Budgets
Principal Payments	\$0		\$0
Interest Payments	0		0
Transfers	0		0
other services & charges	0		0
Total - 2004 TIF Bond & Int Fund	\$0	\$0	\$0

Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):

Principal Payments	\$145,000		\$145,000
Interest Payments	45,995		45,995
other services & charges	2,500		2,500
Transfers to other Funds	0		0
Total - 2003 TIF Bond & Int Fund	\$193,495	\$0	\$193,495

Series 2007 TIFBond & Int (Turtle Creek Fund 23):

Principal Payments	100,000		100,000
Interest Payments	39,230		39,230
Other Services & Charges	4,000		4,000
Total - 2007 TIF Bond & Int Fund	\$143,230	\$0	\$143,230

Series 2008 TIF Bond & Int (Lincoln Center Fund 24):

Principal Payments	\$50,000		50,000
Interest Payments	\$4,000		4,000
Other Services & Charges	\$1,000		1,000
Total - 2008 TIF Bond & Int Fund	\$55,000	\$0	\$55,000

Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):

Principal Payments	\$0		0
Interest Payments	\$0		0
Transfers	\$0	\$500	500
Total - 2008 TIF Bond & Int Fund	\$0	\$500	\$500

Series 22016 TIF Bond & Int (Whispering Pines Fund 26):

Principal Payments	\$182,000		182,000
Interest Payments	\$97,383		97,383
Other Services & Charges	\$2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$281,383	\$0	\$281,383

Series 2016 TIF Bond & Int (Hburg Clinic Midtown Fund 28):

Principal Payments	\$51,000		51,000
Interest Payments	\$24,645		24,645
Other Services & Charges			0
Total - 2008 TIF Bond & Int Fund	\$75,645	\$0	\$75,645

Airport Imp. (Fund #39):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	50,000		50,000
Capital Outlays	1,378,179	-53,601	1,324,578

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2022

	Original FY 2022 Budgets	December Amend'ts	Amended Budgets
Total - Airport Imp. Fund	\$1,428,179	-\$53,601	\$1,374,578

Series 2015A TIF Bond & Int (The Ridge at Turtle Creek)
(Fund #50)

Principal Payments	71000		71,000
Interest Payments	48430		48,430
Paying Agent Fees	2000		2,000
Other Services & Charges	0		0
Total - Series 2015A TIF Bond & Int	\$ 121,430	\$ -	\$ 121,430

Series 2015B TIF Bond & Int (Midtown Market)
(Fund #51)

Principal Payments	12,000		12,000
Interest Payments	8,360		8,360
Paying Agent Fees	2,000		2,000
Other Services & Charges	-		-
Total - Series 2015B TIF Bond & Int	\$ 22,360	\$ -	\$ 22,360

Series 2019 TIF Bond & Int (Elam Arms)
(Fund #52)

Principal Payments	166,000		166,000
Interest Payments	126,824		126,824
Paying Agent Fees	2,500		2,500
Other Services & Charges			0
Total - Series 2019 TIF Bond & Int	\$ 295,324	\$ -	\$ 295,324

Municipal Road & Bridge (Fund #72):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	1,776,288	-328,000	1,448,288
Capital Outlays	5,629,807		5,629,807
Principal	0		0
Interest	0		0
Total - Municipal Road & Bridge	\$7,406,095	-\$328,000	\$7,078,095

Mass Transit (Fund #73):

Personnel	\$1,300,721		\$1,300,721
Supplies & Expenses	246,410		246,410
Other Services & Charges	437,275	92,000	529,275
Capital Outlays	2,797,824	-262,000	2,535,824
Total - Mass Transit Fund	\$4,782,230	-\$170,000	\$4,612,230

Water & Sewer Construction (Fund #75):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	654,500	2,167	656,667
Transfers			
Capital Outlays	4,202,000	5,300	4,207,300

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2022

	Original FY 2022 Budgets	December Amend'ts	Amended Budgets
Total - W & S Construction Fund	\$4,856,500	\$7,467	\$4,863,967
Community Centers (Fund #77):			
Personnel	\$620,340	\$7,840	\$628,180
Supplies & Expenses	41,700		41,700
Other Services & Charges	196,300		196,300
Capital Outlays	42,500		42,500
Total - Community Centers Fund	\$900,840	\$7,840	\$908,680
Community Dev. Block Grant (Fund #82):			
Personnel	\$274,050	\$13,665	\$287,715
Supplies & Expenses	8,250		8,250
Other Services & Charges	973,950		973,950
Capital Outlays	1,886,956	-156,500	1,730,456
Transfers	0		0
Total - CDBG Fund	\$3,143,206	-\$142,835	\$3,000,371
Covid Fiscal Recovery Fund (Fund #79):			
Supplies	\$0		0
Other Services & Charges	\$0		0
Transfers Out	\$1,000,000	-\$1,000,000	0
Capital Outlay	11,875,000	\$1,000,000	12,875,000
Total - Series 2009 G.O. Bonds	\$12,875,000	\$0	\$12,875,000
Special Sales Tax-Parks/Rec/USM Improvements (Fund 86):			
Personal Services	\$51,020		51,020
Supplies	\$0		0
Other Services & Charges	\$1,496,500		1,496,500
Transfers Out	\$0		0
Capital Outlay	2,845,480	-\$249,754	2,595,726
Total - Parks/Rec/USM Impr.	\$4,393,000	-\$249,754	\$4,143,246
Public Safety/Recreation Construction (Fund #88):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	22,100,000	-758,436	21,341,564
Transfers to other Funds	0		0
Total - Series 2002 Const. Fund	\$22,100,000	-\$758,436	\$21,341,564
MDA Energy Efficiency Capital Projects (Fund 89):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Transfers	0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2022

	Original FY 2022 Budgets	December Amend'ts	Amended Budgets
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Transfers	0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0

TIF Construction (Fund # 91):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Transfers	0	821	821
Total - Series 2004 Const. Fund	\$0	\$821	\$821

2019 Fire Station Construction Fund (Fund 95):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	920,000	41,109	961,109
Transfers	0		0
Total - Series 2001 Const. Fund	\$920,000	\$41,109	\$961,109

Infrastructure Impr-Internet Sales Tax (Fund #97):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Transfers			0
Capital Outlays	2,900,000	116,560	3,016,560
Total - Internet Sales Tax Fund	\$2,900,000	\$116,560	\$3,016,560

Kamper Park Imp. (Fund #98):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	2,325	25	2,350
Total - Kamper Park Imp. Fund	\$2,325	\$25	\$2,350

Series 2010 Water & Sewer G.O. Constr. (Fund #99):			
Personnel			
Supplies & Expenses			
Other Services & Charges			0
Capital Outlay	\$0		0
Transfers out	\$0		0
Total - Series 2010 Constr.	\$0	\$0	\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2022

	Original FY 2022 Budgets	December Amend'ts	Amended Budgets
Series 2013 Water & Sewer Revenue Constr. (Fund #105):			
Personnel			0
Supplies & Expenses			0
Other Services & Charges	\$0		0
Capital Outlay	\$0		0
Transfers	\$571	\$1	572
Total - Series 2013 Constr.	\$571	\$1	\$572
Series 2016 Water & Sewer Taxable Bonds Constr. (Fund #93):			
Personnel			0
Supplies & Expenses			0
Other Services & Charges	\$0		0
Capital Outlay	\$2,000,000	\$123,150	2,123,150
Transfers			0
Total - Series 2016 Constr.	\$2,000,000	\$123,150	\$2,123,150
Series 2012 Water & Sewer Const. (Fund #94):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Transfers Out	64		64
Total - Series 2012 Const.	\$64	\$0	\$64
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	\$127,682,924	-\$1,195,649	\$126,487,275
General Fund	\$55,061,348	\$6,818,973	\$61,880,321
TOTAL EXPENDITURES & TRANSFERS	\$182,744,272	\$5,623,324	\$188,367,596
Less: Interfund Transfers	-27,458,426	409,297	-27,049,129
TOTAL EXPENDITURES	\$155,285,846	\$6,032,621	\$161,318,467
Recap of City-Wide Expenditure Budgets:			
Personnel	\$40,932,849	\$535,405	\$41,468,254
Supplies & Expenses	\$4,634,699	\$125,267	\$4,759,966
Other Services & Charges	\$29,092,223	\$4,571,707	\$33,663,930
Capital Outlays	\$61,152,070	\$800,242	\$61,952,312
Principal Payments	14,358,662	0	14,358,662
Interest Payments	5,115,343	0	5,115,343
Total Expenditure Budgets	\$155,285,846	\$6,032,621	\$161,318,467

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HATTIESBURG:

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund General Government Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$31,000	\$3,342	\$34,342	Adjust budget for purchase of computer equipment

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$647,798	\$352,000	\$999,798	Adjust budget for vehicle repairs and rentals

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$8,620	\$170,000	\$178,620	Adjust budget for purchase of equipment & police vehicles

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Services Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$670,000	\$384,000	\$1,054,000	Adjust budget for equipment purchases

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Economic Development Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$305,000	\$3,838,000	\$4,143,000	Budget for special projects

Section 6. That the following budget amendments are hereby authorized to be made in the City's General Fund Cemetery Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$61,200	\$225,000	\$286,200	Budget for equipment purchases

Section 7. That the following budget amendments are hereby authorized to be made in the City's General Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,757,321	\$589,881	\$3,347,202	Increase interfund transfers to cover open purchase orders

Section 8. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer Operation & Maintenance Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL	CUMULATIVE	AMENDED	DESCRIPTION OF ITEMS NOT PREVIOUSLY
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BALANCE	AMENDMENTS	BUDGET	LISTED
\$405,000	\$104,312	\$509,312	Adjust budget for open purchase orders

Section 9. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$35,267	\$35,267	Budget fund balance for supplies purchases

Section 10. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$20,000	\$20,000	Budget fund balance for training costs

Section 11. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$37,685	\$37,685	Budget fund balance for equipment purchases

Section 13. That the following budget amendments are hereby authorized to be made in the City's Series 2011 TIF Debt Service (Kohl's) Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$500	\$500	Budget transfer of cash balance in order to close fund

Section 14. That the following budget amendments are hereby authorized to be made in

the City's Mass Transit Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$437,275	\$92,000	\$529,275	Budget for open purchase orders

Section 15. That the following budget amendments are hereby authorized to be made in

the City's TIF Construction Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$821	\$821	Budget transfer of cash balance in order to close fund

Section 16. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 7th day of December, 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of December, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2022

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$21,000
Licenses & Permits	4,484,808
Inter-governmental Revenues:	
Federal Grants	1,407,572
State Grants	356,570
State-Shared Revenues	24,021,063
County Shared Revenues	0
Charges for Services:	
Public safety	435,000
Streets	0
Sanitation	2,290,000
Misc.	0
Fines & Forfeits	1,239,724
Miscellaneous	309,530
Transfers-In	1,184,500
Non-Revenue Receipts	438,500
Total From All Sources	
Other Than taxation	36,188,267
Beginning Cash and Investment Balance	14,472,933
Reserve for Court Technology	(514,503)
Amount to be Raised by Tax Levy	19,260,000
TOTAL FROM ALL SOURCES	\$69,406,697

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	4,708,364
Supplies & Expenses	201,515
Other services & Charges	5,251,345
Capital Outlays	34,342
Total - General Government	10,195,566
Police Dept.:	
Personnel	11,723,398
Supplies & Expenses	779,513
Other services & Charges	999,798
Capital Outlays	178,620
Total - Police Dept.	13,681,329
Police & Fire Training:	
Personnel	41,950
Supplies & Expenses	92,956
Other services & Charges	64,645
Capital Outlays	0
Total - Police & Fire Training	199,551
Fire Dept.:	
Personnel	9,145,877
Supplies & Expenses	286,800
Other services & Charges	315,034
Capital Outlays	0
Total - Fire Dept.	9,747,711
Land Development Administration:	
Personnel	694,510
Supplies & Expenses	28,855
Other services & Charges	209,950
Capital Outlays	0
Total - Land Dev. Admin.	933,315

Public Safety Contractual Services:	
Personnel	373,300
Other services & Charges	1,005,000
Total - Pub. Safety Cont. Serv.	<u>1,378,300</u>
Public Services:	
Personnel	6,141,656
Supplies & Expenses	1,172,920
Other services & Charges	5,370,016
Capital Outlays	1,054,000
Total - Public Services	<u>13,738,592</u>
Animal Control	
Personnel	137,660
Supplies & Expenses	13,050
Other services & Charges	185,550
Capital Outlays	0
Total - Animal Control	<u>336,260</u>
Human/Social	
Other services & Charges	311,900
Total - Human/Social	<u>311,900</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	4,143,000
Capital Outlays	1,306,229
Total - Eco. Dev.	<u>5,449,229</u>
Debt Service:	
Principal Payments	753,122
Interest Payments	356,865
Paying Agent Fee	3,000
Total - Debt service	<u>1,112,987</u>
Airport	
Personnel	0
Supplies & Expenses	17,650
Other services & Charges	40,550
Capital Outlays	0
Total - Airport	<u>58,200</u>
Cemetery	
Personnel	842,888
Supplies & Expenses	80,650
Other services & Charges	62,001
Capital Outlays	286,200
Total - Cemetery	<u>1,271,739</u>
Parking Garages	
Personnel	62,040
Supplies & Expenses	2,050
Other services & Charges	54,350
Capital Outlays	0
Total - Parking Garages	<u>118,440</u>
Operating Transfers Out	<u>3,347,202</u>
Total Expenditures & Transfers	<u>61,880,321</u>
Ending Cash Balance	<u>\$7,526,376</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$69,406,697</u>



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 7, 2021

Re: Adopt a Resolution authorizing Requisition No. 86 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
File Number: 2021-1360
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 86 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 7, 2021 City Council meeting for consideration.

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **86** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 86 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the “Loan”) pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the “Loan Agreement”).

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **86** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$12,267.50** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **86** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Twelve Thousand Two Hundred Sixty-Seven and 50/100 dollars (\$12,267.50)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **86** in the total aggregate amount **Twelve Thousand Two Hundred Sixty-Seven and 50/100 dollars (\$12,267.50)** as authorized herein, as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **7th** day of **December, 2021**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **7th** day of **December, 2021**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

**TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department**

REQUISITION NO.: 86

DATE OF REQUISITION: 12/7/2021

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	5,110.00	22334	Water Ph II - Palmers Crossing Period: 8/29/21 - 9/25/21 MB 2011-4/89-110 SDW #1273-W007
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	4,827.50	22334	Water Ph II - Palmers Crossing Period: 9/26/21 - 10/23/21 MB 2011-4/89-110 SDW #1273-W007
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	2,330.00	22212	CIPP Project Period: 9/26/21 - 10/23/21 MB 2011-4/89-110 SDW #11256
			<u>12,267.50</u>		



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

October 5, 2021
Project No: 1273-W007
Invoice No: 22334

Project Manager Kyle Wallace
Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from August 29, 2021 to September 25, 2021

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Simmons, Skyler	8.50		0.00	
Sullivan, Richard	1.00	85.00	85.00	
FIELD CREW				
Crew, Field	25.50	150.00	3,825.00	
PROJECT ENGINEER				
Wallace, Kyle	8.00	150.00	1,200.00	
Totals	43.00		5,110.00	
Total Labor				5,110.00
		Total this Phase		\$5,110.00
		Total this Invoice		\$5,110.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

093695.7245.51
MB 2011-4/89-110

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

October 28, 2021
Project No: 1273-W007
Invoice No: 22371

Project Manager Kyle Wallace
Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from September 26, 2021 to October 23, 2021

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	37.50	90.00	3,375.00	
Sullivan, Richard	3.00	105.00	315.00	
SENIOR ENGINEER				
Wallace, Kyle	6.50	175.00	1,137.50	
Totals	47.00		4,827.50	
Total Labor				4,827.50
		Total this Phase		\$4,827.50
		Total this Invoice		\$4,827.50

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

093695.7245.



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

October 28, 2021
Project No: 11256
Invoice No: 22361

Project Manager Kyle Wallace
Project 11256 CIPP Sewer in Various Locations

Professional Services from September 26, 2021 to October 23, 2021

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	5.00	85.00	425.00	
RESIDENT PROJECT REPRESENTATIVE				
Broome, Blake	8.00	85.00	680.00	
SENIOR ENGINEER				
Wallace, Kyle	7.00	175.00	1,225.00	
Totals	20.00		2,330.00	
Total Labor				2,330.00
		Total this Phase		\$2,330.00
		Total this Invoice		\$2,330.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

093695.7220.75
MB 2011-4/89-110

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

Hattiesburg, Mississippi does hereby certify to Regions Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 86 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **86** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$12,267.50** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **86** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Twelve Thousand Two Hundred Sixty-Seven and 50/100 dollars (\$12,267.50)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **7th** day of **December, 2021**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **7th** day of **December, 2021**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

Hattiesburg, Mississippi does hereby certify to Regions Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 7, 2021

Re: Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Edwards Street Infrastructure Improvements project, and authorize the Mayor to execute in duplicate.
File Number: 2021-1380
Minute Book #

Summary

Approve professional services agreement with Shows, Dearman and Waits, Inc. for engineering services related to the Edwards Street Infrastructure Improvements project, and authorize mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 7, 2021 City Council meeting for consideration.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of December 07, 2021 ("Effective Date") between
the City of Hattiesburg ("Owner") and
Shows, Dearman and Waits, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

The construction of improvements to the city owned water, and sewer system in the area hereafter known as Edwards Street Infrastructure Improvements. ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: See **Exhibit A**
Project limits are shown on Map 1 in **Appendix A**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; and (3) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the

items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- C. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

6.06 Suspension and Termination

- A. *Suspension:*
 - 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 Controlling Law

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven-day notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- C. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- D. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, DELETED

- F. Exhibit F, DELETED
- G. Exhibit G, Insurance.
- H. Exhibit H, DELETED
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, DELETED
- K. Exhibit K, DELETED

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **The City of Hattiesburg**

Engineer: **Shows, Dearman and Waits, Inc.**

By:

By:



Print name: **Toby Barker**

Print name: **Shea McNease, P.E.**

Title: Mayor

Title: President

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

E-004

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39403-1898

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Designated Representative (Paragraph 8.03.A):

Shea E. McNease, P.E.

Title: President

Phone Number: 601-544-1821

E-Mail Address: shea@sd-w.com

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase - *SECTION DELETED*

A1.02 Preliminary Design Phase

- A. After issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 120 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 120 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other

assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractor's, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement

documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: N/A
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work,

Exhibit A – Engineer's Services

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supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and

hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs

stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections,

notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: N/A
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
N/A
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;

- b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
- 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
- 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
- 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
- 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: N/A

Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- U. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of **\$93,232.00** based on the following estimated distribution of compensation:
 - a. Preliminary Design Phase **\$ 23,308.00**
 - b. Final Design Phase **\$55,939.00**
 - c. Bidding and Negotiating Phase **\$ 3,729.00**
 - d. Construction Phase **\$ 5,594.00**
 - e. Post-Construction Phase **\$ 4,662.00**
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): None.
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- V. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

W. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$59,330.00** based a **100** day construction schedule.

X. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.1**.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1, 2019**) to reflect equitable changes in the compensation payable to Engineer.

Y. Other Provisions Concerning Payment Under this Paragraph C2.04:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2019) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Standard Hourly Rates Schedule - 2017

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Senior Engineer	\$175/hour
Project Engineer	\$150/hour
Junior Engineer	\$125/hour
Engineering Intern	\$105/hour
Graduate Engineer	\$105/hour
Senior AutoCad Technician	\$105/hour
AutoCad Technician	\$90/hour
Senior Resident Project Representative	\$95/hour
Resident Project Representative	\$85/hour
Field Crew	\$175/hour
Administrative	\$45/hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Bodily injury, each accident: \$100,000
- 2) Bodily injury by disease, each employee: \$100,000
- 3) Bodily injury/disease, aggregate: \$500,000

c. General Liability --

- 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- 2) General Aggregate: \$2,000,000

d. Excess or Umbrella Liability --

- 1) Per Occurrence: \$2,000,000
- 2) General Aggregate:

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Professional Liability --

- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$1,000,000

g. Other (specify): N/A

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. Shows, Dearman and Waits, Inc.
Engineer

b. N/A
Engineer's Consultant

c. N/A
Engineer's Consultant

d. N/A
[other]

2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT I**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

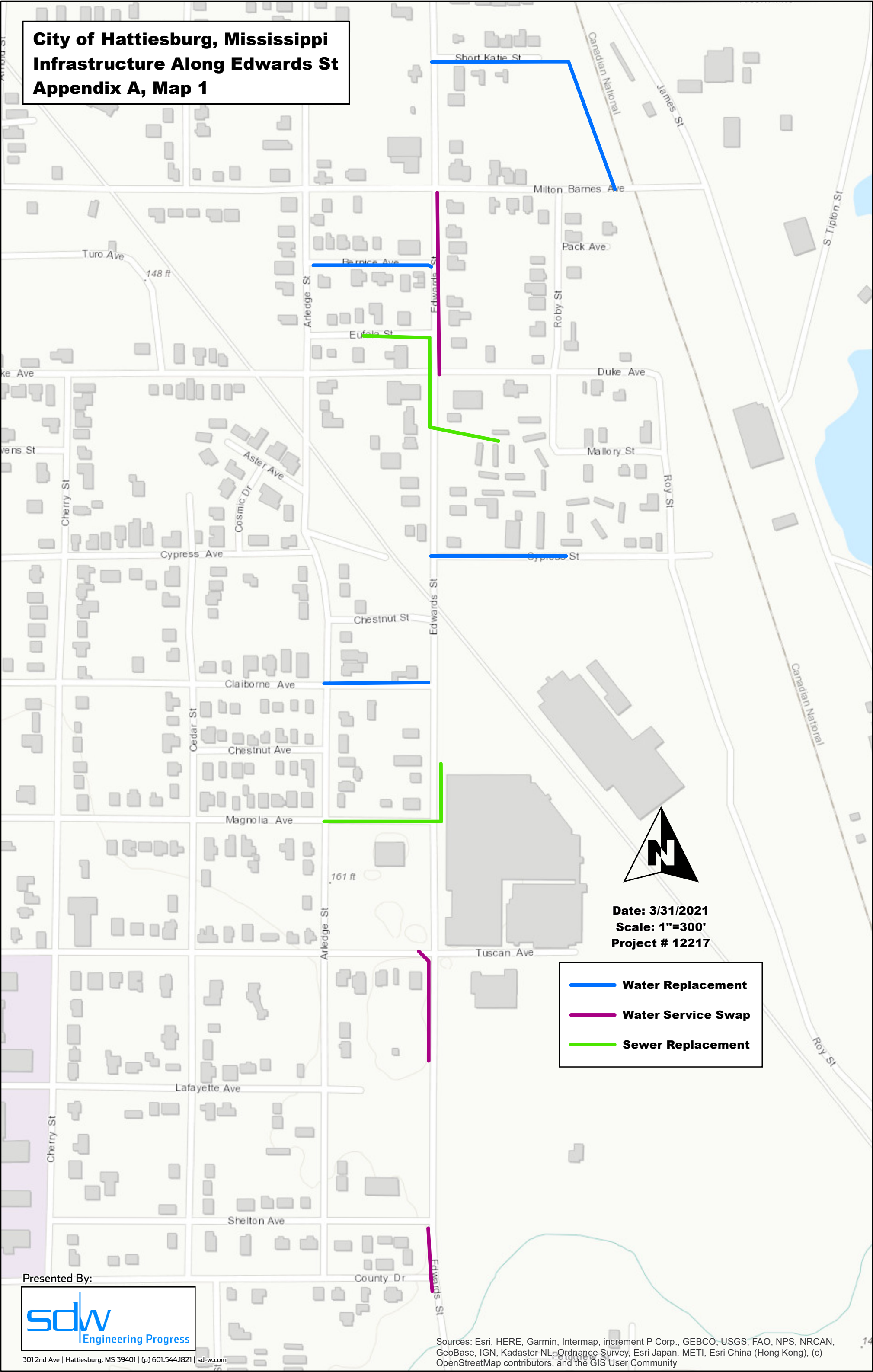
Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

**City of Hattiesburg, Mississippi
Infrastructure Along Edwards St
Appendix A, Map 1**



**Date: 3/31/2021
Scale: 1"=300'
Project # 12217**

- Water Replacement**
- Water Service Swap**
- Sewer Replacement**

Presented By:

sdw
Engineering Progress



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc: Lisa Luu

Date: Tuesday, December 7, 2021

Re: Approve Right-of-Way Agreement with Norfolk Southern Railroad for the Hattiesburg Downtown Railroad Innovation Project (a.k.a. Hall Avenue Project) and authorize the Mayor to execute in triplicate.
File Number: 2021-1361
Minute Book #

Summary

Approve Right-of-Way Agreement with Norfolk Southern Railroad for the Hattiesburg Downtown Railroad Innovation Project (a.k.a. Hall Avenue Project) and authorize the Mayor to execute in triplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 7, 2021 City Council meeting for consideration.

AGREEMENT

This Agreement is made and entered into effective as of the _____ day of _____, 2021, by and between the City of Hattiesburg, Mississippi, and Norfolk Southern (hereinafter “Norfolk Southern”).

WHEREAS, the Federal Railroad Administration has selected the City of Hattiesburg for a grant under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) program to fund a portion of the Hattiesburg Downtown Railroad Innovation Project (Project);

WHEREAS, a component of the Project is the construction of a rail spur connection between the Norfolk Southern line and the Canadian National line which will improve rail operations by reducing the amount of time it takes for trains to switch tracks and the time at-grade crossings are blocked; and

WHEREAS, 49 U.S.C. § 22905(c)(1) requires, as a condition of the grant, that a written agreement exist between the applicant, City of Hattiesburg, and the owners of rights-of-way used by the Project, Norfolk Southern and Canadian National, and that said agreement contain the specific items hereinbelow.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Compensation for Such Use: Norfolk Southern agrees that Norfolk Southern will not require any compensation from the City of Hattiesburg, Mississippi for use of their railroad right-of-way on the rail spur connection track for the Project.
2. Adequacy of Infrastructure: The City of Hattiesburg assures that the infrastructure capacity shall be adequate to accommodate both existing and future freight and passenger rail operations. Specifically, the City of Hattiesburg agrees to maintain the spur line provided for through the CRISI grant if and when Norfolk Southern abandons said spur line.

3. Collective Bargaining Assurance: Norfolk Southern assures that collective bargaining agreements with the railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad employees on the railroad transportation corridor.
4. Liability Compliance: The City of Hattiesburg assures that it complies with liability requirements consistent with 49 U.S.C. § 28103 (Limitations on rail passenger transportation liability).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2021.

City of Hattiesburg, MS:

By _____

Title: _____

Norfolk Southern:

By _____

Title: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 7, 2021

Re: Approve Right-of-Way Agreement with Canadian National Railroad for the Hattiesburg Downtown Railroad Innovation Project (a.k.a. Hall Avenue Project) and authorize the Mayor to execute in triplicate (request to delete).
File Number: 2021-1364
Minute Book #

Summary

Approve Right-of-Way Agreement with Canadian National Railroad for the Hattiesburg Downtown Railroad Innovation Project (a.k.a. Hall Avenue Project) and authorize the Mayor to execute in triplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 7, 2021 City Council meeting for consideration.

AGREEMENT

This Agreement is made and entered into effective as of the _____ day of _____, 2021, by and between the City of Hattiesburg, Mississippi, and Canadian National (hereinafter “Canadian National”).

WHEREAS, the Federal Railroad Administration has selected the City of Hattiesburg for a grant under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) program to fund a portion of the Hattiesburg Downtown Railroad Innovation Project (Project);

WHEREAS, a component of the Project is the construction of a rail spur connection between the Canadian National line and the Canadian National line which will improve rail operations by reducing the amount of time it takes for trains to switch tracks and the time at-grade crossings are blocked; and

WHEREAS, 49 U.S.C. § 22905(c)(1) requires, as a condition of the grant, that a written agreement exist between the applicant, City of Hattiesburg, and the owners of rights-of-way used by the Project, Canadian National and Canadian National, and that said agreement contain the specific items hereinbelow.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Compensation for Such Use: Canadian National agrees that Canadian National will not require any compensation from the City of Hattiesburg, Mississippi for use of their railroad right-of-way on the rail spur connection track for the Project.
2. Adequacy of Infrastructure: The City of Hattiesburg assures that the infrastructure capacity shall be adequate to accommodate both existing and future freight and passenger rail operations. Specifically, the City of Hattiesburg agrees to maintain the spur line provided for through the CRISI grant if and when Canadian National abandons said spur line.

3. Collective Bargaining Assurance: Canadian National assures that collective bargaining agreements with the railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor.
4. Liability Compliance: The City of Hattiesburg assures that it complies with liability requirements consistent with 49 U.S.C. § 28103 (Limitations on rail passenger transportation liability).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2021.

City of Hattiesburg, MS:

By _____

Title: _____

Canadian National:

By _____

Title: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 7, 2021

Re: Approve Supplemental Agreement No. 4 with ARE Engineering Consultants for preliminary and design engineering services related to the Taxiway A Realignment, Improvements & Signage project and authorize the Mayor to execute in duplicate.
File Number: 2021-1365
Minute Book #

Summary

Approve Supplemental Agreement No. 4 with ARE Engineering Consultants for preliminary and design engineering services related to the Taxiway A Realignment, Improvements & Signage project; Authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 7, 2021 City Council meeting for consideration.

Supplemental Agreement No. 4
for
Engineering Services
Taxiway A Realignment, Improvements & Signage

Associated with
Runway 13 Safety Area and Apron Drainage Improvements Part 1

A.I.P Project No. 3-28-0031-0030-2022

Hattiesburg-Bobby L. Chain Municipal Airport

for the

City of Hattiesburg
Forrest County, Mississippi

Submitted by:
ARE Engineering Consultants
A Division of Ford Engineering Services, PLLC
2010 Oak Grove Road
Building 4, Suite 1
Hattiesburg, MS 39402

October, 2021

Supplemental Agreement No. 4
for
Engineering Services
Taxiway A Realignment, Improvements & Signage

Associated with
Runway 13 Safety Area and Apron Drainage Improvements Part 1

A.I.P Project No. 3-28-0031-0030-2022

Hattiesburg-Bobby L. Chain Municipal Airport

This Supplemental Agreement, made and entered into this _____ day of October, 2021, by and between the City of Hattiesburg, hereinafter called the OWNER, acting by and through the Hattiesburg City Council, hereinafter called the HCC, who is duly authorized to act for and in behalf of said Owner, and ARE Engineering Consultants, hereinafter called the ENGINEER.

WITNESSETH : That;

WHEREAS, the Owner, in December 2018, in concert with the Mississippi Department of Transportation and Development (DoTD) and the Engineer entered into a contract to prepare plans and specifications for Runway 13 Safety Area and Apron Drainage Improvements – Bobby L. Chain Airport in accordance with guidelines established by the Federal Aviation Administration, hereinafter called FAA; and

WHEREAS, the Owner desires to obtain professional engineering services for performing runway lighting system analysis and preparing engineering reports and related construction contract documents for Taxiway Realignment, Improvements and Signage; and

WHEREAS, the Engineer is agreeable to undertaking the services under conditions and for fees satisfactory to the Owner;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1

EMPLOYMENT OF ENGINEER

1.1 The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services, as more particularly described in the sections to follow, in connection with

the Project, and in consideration for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. The specific services are detailed in the attached exhibit "B".

1.2 The Engineer agrees to proceed upon written authorization by the Owner, with the services, in proper sequence and in the times specified for the Project as hereinafter set forth.

CHARACTER AND EXTENT OF SERVICES

1. GENERAL

1.1 The Engineer shall render the engineering services necessary for the development of the Project in accordance with Mississippi DOTD and FAA requirements. These services will include serving as the Owner's professional engineering representative for the Project and providing professional engineering consultation and advice to the Owner. The Project contains three phases identified in general as follows:

Phase I:	Preliminary Phase
Phase II:	Design Phase
Phase III:	Construction Phase

1.2 The Engineer will be responsible for performing Phase I and Phase II in accordance with the terms of this Agreement under the direct administration of a "Project Coordinator" who will be identified when the work is authorized. Phase III is not a part of this Agreement at this time.

1.3 The phases are described more specifically as follows:

2. PHASE I — PRELIMINARY PHASE

2.1 Attend Preliminary conferences with the Owner, the HCC and other interested parties to review available data and to clarify and define the requirements of the Project.

2.2 Identify and analyze the requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

2.3 Prepare a preliminary engineering report on the Project in sufficient detail to indicate the problems involved and the alternative solutions available to the Owner, to include preliminary layouts and cost estimates for the Project, and to set forth clearly the Engineer's recommendations. Furnish the Owner with five copies of the report.

2.4 Perform field surveys, including any necessary topographic surveys, required to collect data required for the design of the Project. Boundary and right-of-way surveys are excluded.

2.5 Establish the scope of any soils and foundation investigations or any special surveys, boundary surveys, or special tests which, in the opinion of the Engineer, may be required for the design of the Project; assist the Owner, if requested, to obtain such services from others.

3 PHASE II — DESIGN PHASE

3.1 Attend meetings and conferences as may be necessary to obtain information and to coordinate and/or resolve design matters.

3.2 Prepare detailed plans, specifications, contract documents, and cost estimates.

3.3 Furnish engineering data, as may be required, for applications for regulatory permits required by local, state and federal authorities.

3.4 Furnish the Owner eighteen (18) copies of the plans, specifications, contract documents, and estimates for final review by the Owner and approving authorities.

3.5 Make revisions to the plans, specifications, contract documents and, estimates as may be required after final review by the Owner and approving authorities. The Engineer shall not be required to guarantee the accuracy of the estimates. Plans shall be prepared on Mylar or vellum of the highest quality. Provide the Owner with eighteen (18) copies of the revised and approved plans, specifications and contract documents for bidding purposes. Copies of the plans, specifications, and contract documents in excess of the specified number will be paid for under the provisions for Contract Changes.

The services to be performed under this Supplemental Agreement shall be commenced promptly upon written notice from the owner to proceed and shall be completed within 120 days. The term of this contract may be mutually extended in writing by the parties to this contract for changes to scope.

Compensation:

Compensation to the Engineer for services rendered in connection with this Agreement will be made on the basis of a lump sum fee for each Agreement Phase as follows:

Phase I – Preliminary Phase	\$ 68,706.59
Phase II – Design Phase	<u>106,163.72</u>
Design Phase Total	\$ 174,870.31

Compensation for Phase III Construction Phase Services shall be covered by a supplemental agreement to this contract. Several variables including construction time will be more clearly defined during the preliminary and design phases of the project.

The total lump sum fee that will be paid to the Engineer under the terms of this Supplemental Agreement is \$174,870.31 payable in monthly installments as specified under "Payment."

Payment:

Payments to the Engineer for services rendered will be made monthly based on a certified invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule. Payment is due within forty-five days per state statute. The monthly progress schedule shall show in detail the status of the work, shall be subdivided into appropriate Phases with estimate percentages for each Phase, and shall be a form and with a division of items as approved by the DoTD, The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 61 of the Federal Acquisition Regulation (FAR) as appropriate.

Notice to Proceed:

The Engineer shall proceed with the services specified in this Supplemental Agreement 2 after execution of the agreement and upon direct written order of the owner.

Original Contract:

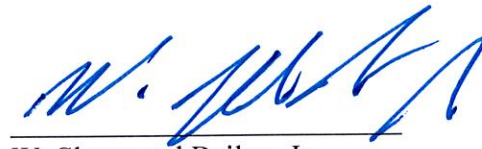
All the requirements of the aforesaid contract of December, 2018, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

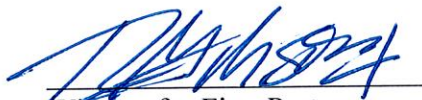
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

A R E Engineering Consultants
A division of
Ford Engineering Services PLLC


Witness for First Party


W. Sherwood Bailey, Jr.
Title: Manager


Witness for First Party

32-022-6285
Federal Identification Number

City of Hattiesburg

Witness for Second Party

Toby Barker
Title: Mayor

Witness for Second Party

SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

1. This Agreement is subject to the following special provisions.
2. The following Exhibits are attached to and made a part of this Agreement.
 - 2.1 Exhibit A "Contractor Contractual Requirements", consisting of three (3) pages.
 - 2.2 Exhibit B, "Detailed Scope of Work".

Supplemental Agreement No. 4
for
Engineering Services
Taxiway A Realignment, Improvements & Signage

Associated with
Runway 13 Safety Area and Apron Drainage Improvements Part 1

A.I.P Project No. 3-28-0031-0030-2022

Hattiesburg-Bobby L. Chain Municipal Airport
EXHIBIT A
Contractor Contractual Requirements
Title VI Assurances

During the performance of this contract, the contractor, for himself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access

to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to as certain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to —

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Minority Business Enterprise (MBE) Assurances

1. Policy. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR 23 apply to this agreement.

2. MBE Obligation. The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Supplemental Agreement No. 4
for
Engineering Services
Taxiway A Realignment, Improvements & Signage

Associated with
Runway 13 Safety Area and Apron Drainage Improvements Part 1

A.I.P Project No. 3-28-0031-0030-2022

Hattiesburg-Bobby L. Chain Municipal Airport

EXHIBIT B

Detailed Scope of Services

This is an Exhibit attached to and made a part of the Engineering Services Agreement Runway 13 -31 Lighting between the City of Hattiesburg and ARE Consultants, Inc. providing for professional engineering services. The Basic Services as described in said Agreement are amended and supplemented as indicated below:

Scope of services for the design associated with

Hattiesburg-Bobby L. Chain Municipal Airport

Supplemental Agreement No.4
Engineering Services

Preliminary Phase – perform Filed Survey and Investigation, produce Engineering Report

Design Phase

Part 1

- * Coordinate the initial design activities with government agencies. Update engineering report.

Part 2

- * Prepare existing conditions and demolition plans and a construction sequence plan
- * Prepare applicable plan sheets, details, and pavement marking sheets. Additional signage restoration /replacement will be included.
- * Prepare summary of quantities
- * Provide estimates for probable costs, special specifications, and a quality control plan as required by the Owner.
- * Attend Plan-in-hand meetings and reviews.

Part 3 Final Plans:

- * After reviews, incorporate required changes into the plans and specifications. Incorporate selected options to work within the grant budget.
- * Revise estimates of probable cost.

Supplemental Agreement No. 4
for
Engineering Services
Taxiway A Realignment, Improvements & Signage

Associated with
Runway 13 Safety Area and Apron Drainage Improvements Part 1

A.I.P Project No. 3-28-0031-0030-2022

Hattiesburg-Bobby L. Chain Municipal Airport

Back-up Calculations

for

Fee Computations

October, 2021

HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
TAXIWAY A REALIGNMENT, IMPROVEMENTS AND SIGNAGE

Inventory/Preliminary PHASE I

Manhour Estimate

	Clerical	Technician / CAD	Engineer	Senior Engineer	Project Manager	Principal
Part 1 - Preliminary Conferences						
I. Conferences, Coordination w/Governmental Agencies		5	6	4	8	3
Total Hours - Part 1	0	5	6	4	8	3
Part 2 - Existing Conditions						
I. Review , Evaluate		5	8	4	4	2
II. Develop Base Sheets for inventory	1	24	10		3	2
III. Inventory Pavement Requirements, Deficiencies		24	8	8	2	
IV. Findings to Owner, Agency	2	9	8		5	
Total Hours - Part 2	3	62	34	12	14	4
Part 3 - Scope						
I. Replacement limits		20	7	16	6	1
II. Pavement Structure Alternatives, Phasing	1	15	11	13	4	
III. Engineer's Report	1	24	8	15	11	
IV. Narrative, cost estimates	3	13	13	6	3	1
Total Hours - Part 3	5	72	39	50	24	2
Part 4 - Topo Survey, Coord. Tests						
A. Direct survey, geotech investigation	5	16	15		10	3
Total Hours - Part 4	5	16	15	0	10	3
TOTAL HOURS - Preliminary Phase I	13	155	94	66	56	12

HBG Inventory/Preliminary Phase I - Taxiway A Realignment					
Hourly Wages					
Position	Hours		Rate		Total Pay
Principal	12	X	\$ 83.00	\$	996.00
Project Manager	56	X	\$ 62.00	\$	3,472.00
Supervisor Engineer	66	X	\$ 65.00	\$	4,290.00
	-	X		\$	-
Engineer	94	X	\$ 60.00	\$	5,640.00
Pre Professional	-	X	\$ -	\$	-
Technician/CAD	155	X	\$ 38.00	\$	5,890.00
Clerical	13	X	\$ 20.00	\$	260.00
Payroll				\$	20,548.00

Phase I						
Profit Percentage Computation						
A. Supervisory Hours	134	/	396	X	17%	5.75%
B. Engineer Hours	94	/	396	X	14%	3.32%
C. Other Hours	168	/	396	X	12%	5.09%
D. Sub-Total						14.17%
E. Complexity Factor						1.02
F. Overhead (Manual Curve)						1.02
G. Fee Size (Manual Curve)						1.00
Profit - Phase I						14.74%

Phase I				
Direct Expenses				
Item	Quantity	Rate		Total
Travel and Mileage	600	\$ 0.46	\$	276.00
Survey			\$	9,500.00
Reproduction, Postage			\$	1,200.00
Expenses - Phase I			\$	10,976.00

Phase I			
Direct Costs			
Payroll		\$	20,548.00
Overhead (Includes Payroll Additives)	138%	\$	28,356.24
Expenses		\$	10,976.00
Total Estimated Cost		\$	59,880.24
Profit	14.74%	\$	8,826.35
Consultant Fee		\$	68,706.59
Total Lump Sum Fee - Phase I		\$	68,706.59

HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
TAXIWAY A REALIGNMENT, IMPROVEMENTS AND SIGNAGE

ENGINEERING SERVICES

DESIGN PHASE II

Engineering Manhour Estimate

	Tech. /						Project	
	Sheets	Clerical	CADD	Professional	Engineer	Senior Engineer	Manager	Principal
Part 1 - Preliminary Conferences								
Conferences, Coordination w/ Governmental		2	1	2	2	10	3	1
Engineering Report Update		1		1		2	2	1
Total Hours - Part 1	0	3	1	3	2	34	5	2
Part 2 - Preliminary Plans								
TITLE SHEET AND INDEX OF DRAWINGS	1		4	2	2		0	0
SUMMARY OF QUANTITIES	1		6	3	3	3	2	1
GENERAL NOTES	1		4	3	2	3	3	1
SITE PLAN (SURVEY CONTROL)	1		3	3	4		1	1
PHASING PLAN MULTIPLE SHEETS	2		3	3	1	4	3	1
SAFETY PLAN	1		3	3	2	3	3	1
EROSION CONTROL PLAN	1		2	2	2		1	0
EROSION CONTROL DETAILS	1		2	2	2		1	0
DEMOLITION PLAN, MULTIPLE SHEETS	3		3	4	2	3	1	1
GEOMETRIC PLAN, MULTIPLE SHEETS	3		12	3	4	1	1	0.5
TAXIWAY PLAN AND PROFILE, MULTIPLE SHEETS	4		10	7	7	8	1	0.5
APRON, MULTIPLE SHEETS	2		6	5	3		1	0.5
INTERSECTION GRADING PLAN, MULTIPLE SHEETS	3		3	5	3		2	0.5
UNDERDRAINAGE PLANS, MULTIPLE SHEETS	3		4	5	2		2	0.5
DRAINAGE DETAILS, MULTIPLE SHEETS	2		3	2	3		2	0.5

ENGINEERING SERVICES
TAXIWAY A RELIGNMENT, IMPROVEMENTS AND SIGNAGE

PAVEMENT MARKING PLAN, MULTIPLE SHEETS	3	4	3	2	1	0.5
TRANSITION PLAN	1	2	2	2	1	0.5
TRANSITION DETAILS	1	1	2	2	0.5	0.5
TYPICAL SECTIONS, MULTIPLE SHEETS	2	10	6	3	0.5	0.5
PAVEMENT DETAILS	2	5	2	3	1	0.5
PAVEMENT PLAN, MULTIPLE SHEETS	3	12	3	3	1	0.5
CROSS SECTIONS, MULTIPLE SHEETS	12	14	2	4	4	
STRUCTURE PLANS	2	5	1	2	1	0.5
LIGHTING PLAN, MULTIPLE SHEETS	6	30	20	5	6	
SIGNAGE PLAN	2	11	7	7	1	
MISCELLANEOUS DETAILS	3	12	7	7		
FOUNDATION DETAILS	1	4	2	3	1	0.5
LIGHTING DETAILS	3	3	2	3	1	0.5
COST ESTIMATES		2	3	5	7	0.5
SPECIAL SPECIFICATIONS		0	2	5	1	0.5
QUALITY CONTROL PLAN		3	2	4	1	0.5
Total Hours - Part 2	70	9	185	120	102	55
Part 3 - Final Plans						
TITLE SHEET AND INDEX OF DRAWINGS	1	2	1	1	0	0
SUMMARY OF QUANTITIES	1	2	1	1	0.5	0.5
GENERAL NOTES	1	2	1	1	0.5	0
SITE PLAN (SURVEY CONTROL)	1	2	1	1	1	0
PHASING PLAN MULTIPLE SHEETS	2	2	1	1	1	0
SAFETY PLAN	1	2	1	1	0.5	0
EROSION CONTROL PLAN	1	2	1	1	0.5	0
EROSION CONTROL DETAILS	1	2	1	1	0	0
DEMOLITION PLAN, MULTIPLE SHEETS	3	2	1	1	0	0
GEOMETRIC PLAN, MULTIPLE SHEETS	3	2	1	1	1	0.5
TAXIWAY PLAN AND PROFILE, MULTIPLE SHEETS	4	2	1	1	1	0

ENGINEERING SERVICES

APRON, MULTIPLE SHEETS	2	3	1	1	1	0
INTERSECTION GRADING PLANS, MULTIPLE SHEETS	3	2	1	1	1	0.5
UNDERDRAINAGE PLANS, MULTIPLE SHEETS	3	2	1	1	1	0.5
DRAINAGE DETAILS, MULTIPLE SHEETS	2	2	1	1	0	0.5
PAVEMENT MARKING PLAN, MULTIPLE SHEETS	3	2	1	1	0	0.5
TRANSITION PLAN	1	2	1	1	0	0.5
TRANSITION DETAILS	1	2	1	1	0	0
TYPICAL SECTIONS, MULTIPLE SHEETS	2	2	1	1	1	0
PAVEMENT DETAILS	2	2	1	1	0	0
PAVEMENT PLAN, MULTIPLE SHEETS	3	2	1	1	1	0
CROSS SECTIONS, MULTIPLE SHEETS	12	2	2	1		
STRUCTURE PLANS	2	2	2	1	1	0.5
LIGHTING PLAN, MULTIPLE SHEETS	6	2	2	1	1	
SIGNAGE PLAN	2	2	1	2	1	
MISC. DETAILS	3	1	1	1		
FOUNDATION DETAILS	1	2	1	1	1	0.5
LIGHTING DETAILS	3	2	1	1	1	0.5
COST ESTIMATES			1	1	1	0.5
SPECIAL SPECIFICATIONS		4	3	4	10	0.5
PLAN-IN-HAND		3		2	2	0.5
QUALITY CONTROL PLAN		4	1	2	1	0.5
Total Hours - Part 3	70	11	65	36	38	7
TOTAL HOURS - DESIGN PHASE	23.0	251.0	159.0	142.0	95.0	68.0
						24.0

HBG Design Phase II - Taxiway A Realignment					
Hourly Wages					
Position	Hours		Rate		Total Pay
Principal	24	X	\$ 83.00	\$	1,992.00
Project Manager	68	X	\$ 62.00	\$	4,216.00
Supervisor Engineer	95	X	\$ 65.00	\$	6,175.00
	-	X	\$ -	\$	-
Engineer	142	X	\$ 60.00	\$	8,520.00
Pre Professional	159	X	\$ 46.00	\$	7,314.00
Technician\CAD	251	X	\$ 38.00	\$	9,538.00
Clerical	23	X	\$ 20.00	\$	460.00
Payroll				\$	38,215.00

Phase II						
Profit Percentage Computation						
A. Supervisory Hours	187	/	762	X	17%	4.17%
B. Engineer Hours	142	/	762	X	14%	2.61%
C. Other Hours	433	/	762	X	12%	6.82%
D. Sub-Total						13.60%
E. Complexity Factor						1.02
F. Overhead (Manual Curve)						1.02
G. Fee Size (Manual Curve)						1.00
Profit - Phase II						14.15%

Phase II				
Direct Expenses				
Item	Quantity	Rate		Total
Travel and Mileage	1,200	\$ 0.46	\$	552.00
Reproduction, Postage			\$	1,500.00
Expenses - Phase II			\$	2,052.00

Phase II			
Direct Costs			
Payroll		\$	38,215.00
Overhead (Includes Payroll Additives)	138%	\$	52,736.70
Expenses		\$	2,052.00
Total Estimated Cost		\$	93,003.70
Profit	14.15%	\$	13,160.02
Consultant Fee		\$	106,163.72
Total Lump Sum Fee - Phase II		\$	106,163.72



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lamar Rutland
cc:
Date: Tuesday, December 7, 2021
Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting at 203 Annie Lane with a monthly increase of \$8.43, and authorize the Mayor to execute the same.
File Number: 2021-1353
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting at 203 Annie Lane with a monthly increase of \$8.43, and authorize the Mayor to execute the same.

Recommendation Statement

I recommend approval of lighting agreement.

Please place this on the December 7, 2021 City Council meeting for consideration.

DATE: 11/18/21 _____

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg _____ PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

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 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/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) 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). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	_____	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>50WLED</u> _____	<u>I - 1</u> _____	<u>203 Annie Ln Monthly cost \$8.43</u>
_____	_____	<u>(included 10 ft arm)</u>
_____	_____	_____

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 MAIL 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: Ronnie Perkins, Director of Public Works

cc:

Date: Tuesday, December 7, 2021

Re: Approve the MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of \$75,000.00 to fund a Household Hazardous Waste “Right Way to Throw Away Day.”, with matching city funds of \$25,000; and authorize the Mayor to execute in duplicate.
File Number: 2021-1355
Minute Book #

Summary

MDEQ Solid Waste Assistance Grant Agreement

Recommendation Statement

I recommend approval and authorization for Mayor to execute in duplicate the MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of \$75,000.00 to fund a Household Hazardous Waste “Right Way to Throw Away Day.” The grant requires the city to provide \$25,000 in matching funds.

Please place this on the December 7, 2021 City Council meeting for consideration.



STATE OF MISSISSIPPI
TATE REEVES
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

November 8, 2021

Honorable Toby Barker, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Dear Mayor Barker:

Our Department has completed a favorable review of the solid waste assistance grant application for competitive funds submitted on behalf of the City of Hattiesburg. Based on this review and available funding, the City has been preliminarily approved for a grant in the amount of \$75,000.00, subject to the full execution of a formal grant agreement. The terms of the grant agreement will include conditions for the *Household Hazardous Waste Collection Program* proposed by the City.

The formal grant agreement has been enclosed for your review and signature. **Please have the Mayor sign the agreement and return it within 15 days of signature to Ms. Erika Andrews in our Contracts Division.** Please contact our office at (601) 961-5171 if you have any questions concerning your grant award.

Sincerely,

Mark Williams

Mark Williams, Division Chief
MDEQ Waste Division

Enclosures

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		ASSISTANCE ID NO. SWC568	
		DATE OF STAFF APPROVAL 11/08/2021	
AGREEMENT TYPE		RECIPIENT TYPE	
COOPERATIVE AGREEMENT		CITY	
GRANT AGREEMENT	X	TAX ID NO.	
ASSISTANCE AMENDMENT			
RECIPIENT CITY OF HATTIESBURG P O BOX 1898 HATTIESBURG, MS 39403		PROJECT MANAGER TOBY BARKER MAYOR	
ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P. O. BOX 2261 JACKSON, MS 39225		PROJECT MANAGER MARK WILLIAMS, CHIEF MDEQ WASTE DIVISION	
ASSISTANCE PROGRAM LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM		STATUTORY AUTHORITY SECTION 17-17-65, MS CODE ANN.	
PROJECT TITLE AND DESCRIPTION CITY OF HATTIESBURG HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT			
PROJECT LOCATION		PROJECT PERIOD	
CITY	HATTIESBURG	The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than DECEMBER 31, 2023.	
COUNTY	FORREST/LAMAR		
STATE	MS		
		TOTAL PROJECTED PERIOD COST \$75,000.00	
FUNDS		FORMER AWARD	THIS ACTION
MDEQ Amount This Action -- Competitive (4050)			\$ 75,000.00
Recipient Contribution			
Total Project Cost			
APPROVED BUDGET			
Personnel			
Indirect			
Contractual		\$	75,000.00
Equipment			
Supplies			
Educational Material			
Construction			
Other			
Total Charges		\$	75,000.00
METHOD OF PAYMENT			
Advance			
Reimbursement	X		

**SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Local Governments Solid Waste Assistance Grants Program)**

1. Method of Payment

Reimbursement shall be the method of payment. The Recipient shall submit the completed Attachment A - Request for Payment form and additional documentation for verification of the service or work performed or the purchases made, prior to payment being issued by the Mississippi Department of Environmental Quality (MDEQ). The Request for Payment forms and supporting documentation generally will be submitted to MDEQ on a quarterly basis or as funds are otherwise expended and shall include a report of activities to date, (i.e., unauthorized dump sites cleaned, wastes disposed, HHW collected, hours worked, etc.). The Recipient shall submit a Request for Payment for eligible program activities performed through June 30 of each year (the end of the state fiscal year) no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the Recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the Recipient's approved grant application, incorporated herein by reference. This clause shall supercede Clause 5, Method of Payment of the Standard Terms and Conditions.

2. Grant Administration Costs

Under the terms of state law, the Recipient is eligible to use up to three percent (3%) of funds provided through this grant to defray the costs of administration of the grant. No Request for Payment will be processed for grant administration costs that total more than 3% of the grant award.

3. Clean-Up Projects - Responsible Party Obligations

For grant projects involving the clean-up or abatement of an unauthorized dump(s), the Recipient shall make a reasonable effort to determine the person(s) responsible for creating or causing the unauthorized dumping. If the responsible persons are determined, the Recipient shall make a reasonable effort to require that person to clean up the property before expending any funds from this grant award to clean up the property. If the Recipient is unable to locate the person responsible for creating the dump or if the Recipient determines that person is financially or otherwise incapable of cleaning up the property, the Recipient may use the funds from the grant award to clean-up the property. Upon completion of the clean-up and the determination of the costs of the clean-up, the Recipient shall make a reasonable effort to recover any funds expended from the responsible person.

4. Solid Waste Enforcement Officer Projects

For projects that involve the employment of a local solid waste enforcement officer, the Recipient agrees to provide MDEQ with the following information, upon the selection or designation of the enforcement officer:

- a) Name, address, telephone number, fax number, and, e-mail address for the enforcement officer(s);
- b) Detailed description of the duties and responsibilities for the enforcement officer(s).

Should the enforcement officer(s) be replaced or should the officer's information change, the Recipient shall provide an update to the information described above upon selection of the replacement or upon change in the information.

The Recipient further agrees that the enforcement officer shall be required to investigate local solid waste complaint related matters, which may be directed to the enforcement officer by MDEQ or through direct public complaints. The Recipient also agrees that the Recipient and the officer employed will adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ.

5. Household Hazardous Waste Collection Project (HHW)

For projects that involve conducting a household hazardous waste (HHW) collection event, the Recipient shall conduct the HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program."

The Recipient shall provide to MDEQ a comprehensive summary report following the HHW collection day event which would include, at a minimum, the following:

- a) Description of the public notification efforts for the event;
- b) Amounts of waste collected, by type;
- c) Cost summary;
- d) Number of residents participating in the HHW collection day event.
- e) A summary of any special issues or needs identified in the event.

The Recipient shall ensure that all hazardous materials collected are managed and disposed by qualified contractor(s) who are properly licensed and approved by all applicable regulatory agencies to manage the hazardous materials.

6. **Disposal of Wastes**

The final disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The preferred method of disposal shall be the removal of the wastes to a legitimate recycling facility where feasible, to a permitted solid waste landfill, or to a permitted rubbish landfill, where appropriate. Other types of authorized disposal facilities may be considered on a case by case basis. In limited circumstances and where conditions warrant, the Recipient, upon concurrence from MDEQ, may abate an unauthorized dump by on-site burial of such wastes as allowed by state law. Such on-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. Workplan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

12. Gratuities

- A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.
- B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

- A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.
- B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

- A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.
- E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
 - 1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;
 - 2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Recipient's program.

4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or
- B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Counterparts

This agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

19. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to **CITY OF HATTIESBURG** for all approved costs incurred up to and not exceeding \$75,000.00 for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for the **CITY OF HATTIESBURG HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF HATTIESBURG

Authorized Signature

12/07/2021

Date

Toby Barker

Typed/Printed Name

Mayor

Title



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 7, 2021

Re: Approve the MS Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Grant Award, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,000,000 (\$500,000 federal share and \$500,000 local share); and authorize the Mayor to execute in duplicate.
File Number: 2021-1356
Minute Book #

Summary

MDWFP Land & Water Conservation Fund Award – Midtown Green

Recommendation Statement

I recommend approval and authorization for the Mayor to execute in duplicate the MS Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Grant Award, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,000,000 (\$500,000 federal share and \$500,000 local share).

Please place this on the December 7, 2021 City Council meeting for consideration.



**MISSISSIPPI
DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS**

SAM POLLES, Ph.D.
Executive Director

September 16, 2021

The Honorable Toby Barker
Mayor, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Land and Water Conservation Fund Project #28-00684
Midtown Green Park Land Acquisition and Development

Dear Mayor Barker:

The Outdoor Recreation Grant Division is pleased to inform you that your application for funding assistance for the referenced project has been approved by the National Park Service. The total project agreement is \$1,000,000.00. The LWCF grant is a 50/50 match. The approved amount of reimbursable grant funds for this project is \$500,000.00.

Your application demonstrated local commitment and addressed the community's need for outdoor recreational development. I commend you for this initiative and for helping to improve the quality of life in your community.

Enclosed you will find the following:

- Land and Water Conservation Fund Project Agreement
- Accounting and Audit Requirement Acknowledge Form
- SF-424D Construction Assurance Form
- LWCF Provisions – does not need to be signed and returned

The Project Agreement and forms need to be signed and returned as soon as possible. Keep a copy of the Project Agreement, forms and LWCF provisions for your project records.

If you have any questions, please contact this office by email Terry.McDill@wfp.ms.gov or by phone number 601-432-2227.

Sincerely,

A handwritten signature in blue ink that reads "Terry McDill".

Terry McDill
LWCF Grant Administrator

Enclosures

**MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS
OUTDOOR RECREATION GRANTS DIVISION
LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT**

Recipient / Applicant (City, County, State Agency):	LWCF Project Number:
City of Hattiesburg	28-00684
Project Title:	Period of Performance:
Midtown Green Park Land Acquisition and Development	August 10, 2021 to February 28, 2024
Statement of Work: Demolition of the existing structure, landscaping, construction of a park entrance with road and parking lot with twenty spaces, installation and construction of walking trails, installation of exercise stations, installation of fencing around the park, construction of a pavilion, construction of a restroom with concession and drinking fountains, installation of a Children's play area to include an inclusive accessible playground, construction of a maintenance shop, site amenities to include picnic tables, benches and bicycle rack slots, installation of lighting around the park. (See attached budget)	

The Mississippi Department of Wildlife, Fisheries and Parks, and the Recipient/Applicant named above (hereinafter referred to as the Recipient), mutually agree to perform this agreement in accordance with the federal and state Land and Water Conservation Fund Grants Manual, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certificates attached hereto or retained by the Recipient and hereby made a part hereof.

The Mississippi Department of Wildlife, Fisheries and Parks hereby promises, in consideration of the promises made by the Recipient herein, to obligate to the Recipient the amount of money referred to. The Recipient hereby promises, in consideration of the promises made by the Department herein, to execute the project described above in accordance with the terms of this agreement.

Recipient agrees to operate and maintain the property as a public park in perpetuity as required by the Land and Water Conservation Fund Federal Financial Assistance Manual.

Total Project Agreement \$ 1,000,000.00

(LWCF Amount not to exceed 50% of total)

LWCF Amount \$ 500,000.00

Recipient's Match \$ 500,000.00

Recipient's State Vendor #

City of Hattiesburg

P.O. Box 1898

Hattiesburg, MS 39403

The following are hereby incorporated into this agreement:

1. LWCF State Assistance Program Manual
2. MDWFP/LWCF Program Guidelines
3. Dated Project Boundary Map
4. Deed with Limitation of Use Statement
5. Project Application and Attachments
6. 36 CFR Part 59 / Post Completion Responsibilities
7. LWCF Site Sign Display Requirements
8. General Provisions (Page 2 of Agreement)
9. LWCF Provisions

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

Mississippi Department of Wildlife, Fisheries, and
Parks

City of Hattiesburg

By:


Terry McDill, LWCF Grant Administrator
Outdoor Recreational Grants

By:

Toby Barker, Mayor

Date

9-16-2021

Date

GENERAL PROVISIONS

A. General Provisions

1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
 - a) **Administrative Requirements:**
2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;
 - b) **Determination of Allowable Costs:**
2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and
 - c) **Audit Requirements:**
2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.
 - d) **Code of Federal Regulations/Regulatory Requirements:**
2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug– Free Workplace”;
2 CFR 180 & 1400, “Non–Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Government-wide Debarment and Suspension (Non-Procurement)”;
43 CFR 18, “New Restrictions on Lobbying”;
2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;
FAR Clause 52.203–12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;
2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and
2 CFR Part 170, “Reporting Sub-awards and Executive Compensation”.
2. **Non–Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 . Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.
4. **Anti–Deficiency Act. Pursuant to 31 U.S.C. §1341**
5. **Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

Project and Budget Narrative

City of Hattiesburg, Midtown Green Park

The City of Hattiesburg identified property in the Mid-Town District of the City for the acquisition and development of a recreational park. The Mid-Town District includes residences but does not have a park. The City's meeting with the residents found high demand for a recreational park. The owner of the identified property was found to be an interested seller. The City utilized their planning department to develop a master plan and estimate (see below). The master plan was based on meetings and input from the citizens. A yellow book appraisal was also performed and reviewed by the State Review Appraiser.

Park features will include a walking trail, exercise stations, access road, fencing, pavilion, restrooms, concessions, drinking fountains, children play areas, picnic areas, maintenance shop, inclusive/accessible playground, site furniture, lighting, landscaping, off-street bicycle rack slots, and 20 parking spaces.

Upon award of the grant, it is anticipated that Design Development will be initiated immediately, advancing to Contract Bid Documents, and then the public bid process. Awarding of bids should occur within 6 months, with anticipated construction beginning shortly afterwards.

Cost Estimate			
Item	Total	LWCF 50% Share	Local Sponsor 50% Share
Cost of property	\$290,000.00	\$145,000.00	\$145,000.00
Demolition of residence	\$18,500.00	\$9,250.00	\$9,250.00
Site prep., drainage, grading	\$32,400.00	\$16,200.00	\$16,200.00
Utilities (water, sewer, electric)	\$27,700.00	\$13,850.00	\$13,850.00
Asphalt parking lot (9,100 sf)	\$27,800.00	\$13,900.00	\$13,900.00
Walking trail and walkways (2,048 lf) concrete	\$66,600.00	\$33,300.00	\$33,300.00
Inclusive Playground 3,500 sf, 12 elements	\$185,100.00	\$92,550.00	\$92,550.00
Pavilion with restrooms 30'x50'	\$125,000.00	\$62,500.00	\$62,500.00
Maintenance Shop	\$5,600.00	\$2,800.00	\$2,800.00
Fence and gates (ornamental iron) 1,941 lf, 5-6 ft height, 4 gates,	\$37,000.00	\$18,500.00	\$18,500.00
Stage	\$74,000.00	\$37,000.00	\$37,000.00
Picnic tables (5)	\$7,200.00	\$3,600.00	\$3,600.00
Park benches (5)	\$4,300.00	\$2,150.00	\$2,150.00
Trash receptacles (4)	\$3,900.00	\$1,950.00	\$1,950.00
Bike racks (2)	\$1,900.00	\$950.00	\$950.00
Exercise Stations (9)	\$21,900.00	\$10,950.00	\$10,950.00
Signage	\$4,600.00	\$2,300.00	\$2,300.00
Landscaping (20 trees)	\$13,900.00	\$6950.00	\$6950.00
Construction Subtotal	\$657,400.00	\$328,700.00	\$328,700.00
Engineer's Fee	\$52,600.00	\$26,300.00	\$26,300.00
Grand Total	\$1,000,000.00	\$500,000.00	\$500,000.00

LWCF 50% Share \$500,00.00

Local Sponsor 50% Share \$500,000.00

Accounting and Audit Requirements Acknowledgement Form

Pursuant to federal law, any entity that expends \$750,000 or more of combined federal funds in its fiscal year is required to have a Single Audit performed in accordance with OMB Circular A-133 and your grant agreement. Federal financial assistance includes funds received from all federal resources, not just funds from the Land and Water Conservation Fund.

The Land and Water Conservation Fund Program (CFDA# 15.916) is subject to the Single Audit Act of 1984, P. L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. This Act set forth standards for obtain consistency and uniformity among Federal, State, and local governments, and non-profit organizations which are expending Federal awards (Grants).

The Sub-recipient must maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. The system must provide accounting data so that the total cost of each individual Grant Project can be readily determined. Grantees must keep accurate records of all LWCF Project expenditures including, but not limited to, receipts, progress payments, invoices, and timecards. These records must be retained for a period of three years after final payment is made by the State.

At the end of the LWCF project you will be required to fill out the Audit Assurance form, prior to receiving reimbursement of eligible project expenses.

On the Audit Assurance form, if you have not expended \$750,000 or more of combined federal funds in your fiscal year, you would check the second box and fill out the grid detailing source(s) of federal funds. Complete and sign the form certifying that you do not owe the federal government and the Mississippi Department of Wildlife, Fisheries and Parks a Single Audit for this fiscal year.

If you exceed the \$750,000 threshold amount, you will mark the first box and arrange for a Single Audit to be conducted. Complete and sign the Audit Assurance form as required and return the form along with one copy of your OMB Circular A-133 audit report to the Mississippi Department of Wildlife, Fisheries and Parks, Outdoor Recreation Grants (ORG) as soon as possible.

I acknowledge the accounting and audit requirements of the Land and Water Conservation Fund

Authorized Signature (Mayor, Board President, Executive Director, etc)

Title

Date

Printed Name

Organization: _____ Fiscal Year End: _____

☐ We did not exceed the \$750,000 federal expenditure threshold required for a Single Audit or Program Specific Audit to be performed for this fiscal year.
(Fill out schedule below)

[illegible]

Authorized Signature (Mayor, Board President, Executive Director)

Title

Printed Name	Mailing Address	City	Zip Code

Email Address	Phone Number	Fax Number
---------------	--------------	------------

Chief Financial Officer / Comptroller	Phone Number	Email Address
---------------------------------------	--------------	---------------

Submit this form to:
Mississippi Department of Wildlife, Fisheries and Parks
Outdoor Recreation Grants (LWCF)
P. O. Box 451
Jackson, Mississippi 39205-0451

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

ATTACHMENT A LWCF GENERAL PROVISIONS

Part I – Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached

to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.
- E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R Part 59).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

- 1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
- 2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
- 3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

- 1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate

agreement.

2. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
3. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
4. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
6. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
7. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement of water pollution, and EO 11990 relating to the protection of wetlands.
8. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.
9. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the

consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.
2. Within 120 calendar days after completing the project or following the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as

outlined in Article XIV of this Agreement for approval by the NPS prior to requesting final reimbursement.

3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 7, 2021

Re: Acknowledge bids received November 18, 2021 for the reverse auction of Men's & Women's Lockers and Day Lockers for the Public Safety Complex and accept the bid from Tab Products Co., LLC in the amount of \$84,995.00.
File Number: 2021-1367
Minute Book #

Summary

Acknowledge bids received November 18, 2021 for the reverse auction of Men's & Women's Lockers and Day Lockers for the Public Safety Complex and accept the bid from Tab Products Co., LLC in the amount of \$84,995.00.

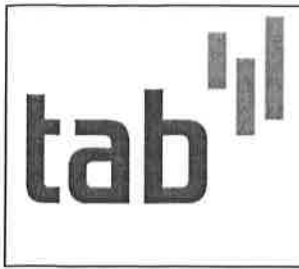
Recommendation Statement

I recommend approval of this item.

Please place this on the December 7, 2021 City Council meeting for consideration.

Title:	Police MEN/WOMEN LOCKERS AND DAY LOCKERS
Agency:	Mississippi > City of Hattiesburg
Start date:	18-Nov-2021 10:30:00 AM
End date:	18-Nov-2021 11:05:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
62667	bidsus1	84995.0000	18-Nov-2021 10:59:44 AM	Betsy	Streblow	TAB Products Co, LLC	bidsus@tab.com	9203873131
62665	bidsus1	150000.0000	18-Nov-2021 10:40:38 AM	Betsy	Streblow	TAB Products Co, LLC	bidsus@tab.com	9203873131



Sid Josel
TAB Products Co.
Hi-density Mobile Shelving Specialist
Cell (215) 805-6750
Fax (920) 387-1714
sjosel@tab.com
www.tab.com

To: Office of the City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

From: Sid Josel / TAB

Date: 11/2/21

Subject: **Specifications Submittal for The Reverse Auction Bid for Police
Men/Women Lockers and Day Lockers**

Based on what appears in the drawings it looks as if the desired locker size for the Day lockers is 12"Wx24"Dx72"H and 24"Wx24"Dx72"H for the Police lockers.

Based on my discussion with Lamar Rutland the basis of design should not be what is typically found in schools and a more substantial, heavy-duty locker is preferred.

With the above in mind, we suggest using the Penco WELDED Gen 2 locker be used for both the Day lockers and the Police lockers.

The Welded Gen 2 locker is pre-assembled and pre-welded at the factory with thicker gauges of steel than typical school lockers.

Penco is probably one of the top locker manufacturers in the US based on volume of lockers sold.

Enclosed is a cut sheet on the WELDED Gen 2 locker, spec. sheet and elevation drawing. The elevation drawing is a "typical" drawing for WELDED Gen 2 lockers with widths of 9", 12", 15", 18" and 24" and depths of 12", 15", 18", 21" and 24".

The WELDED Gen 2 locker includes (4) single prongs and (1) double prong for hanging garments and a top shelf that can store a handgun and hat. An optional locking security box can be added in the field.

The Welded Gen 2 locker has 16-gauge steel tops, bottoms, sides and shelves, 18-gauge steel back, and 14-gauge steel doors, door frame and hinges and is all welded at the factory and ships preassembled. **Nuts and bolts can come loose, welds can't.**

A spec. sheet on Penco Vanguard school lockers is included for reference purposes only to compare a Penco Vanguard school locker to the Penco WELDED Gen 2 welded locker.

60" HIGH SINGLE TIER GEN2 LOCKER

TYPICAL FOR 09", 12", 15, 21 & 24" WIDE

TYPICAL FOR 12", 15", 18", 21" & 24" DEEP

LOCKER ALSO MADE 72"H

ALUMINUM NUMBER PLATE
(FIELD INSTALL)

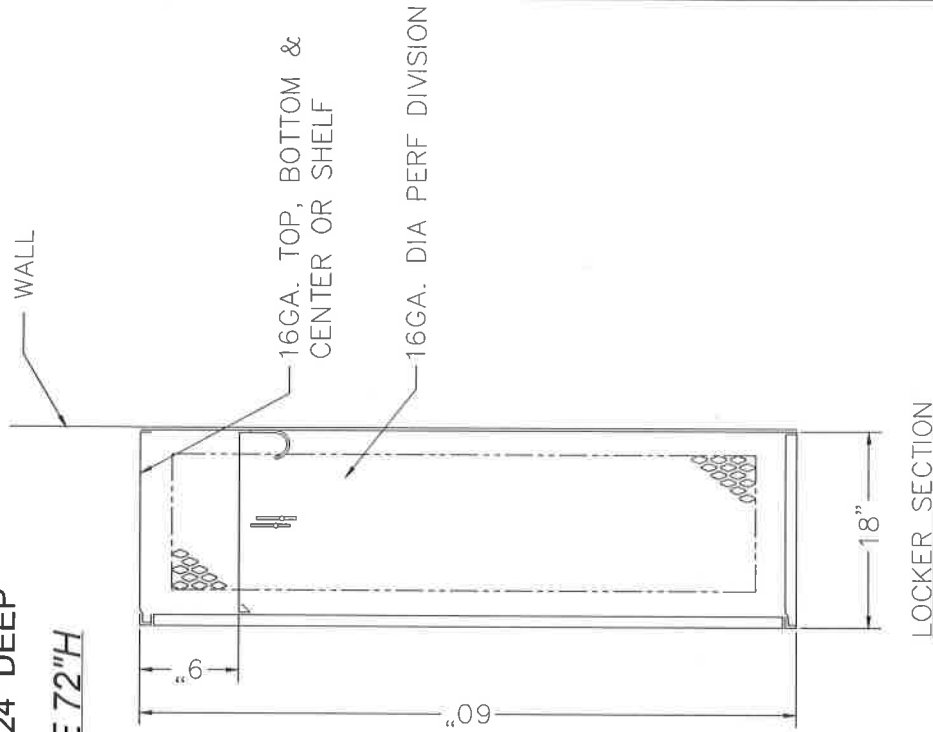
FOUR SINGLE PRONG WALL
ONE DOUBLE PRONG WALL
HOOKS EACH OPENING
(FIELD INSTALL)

LOCK HOLE COVER PLATE
(FIELD INSTALL)

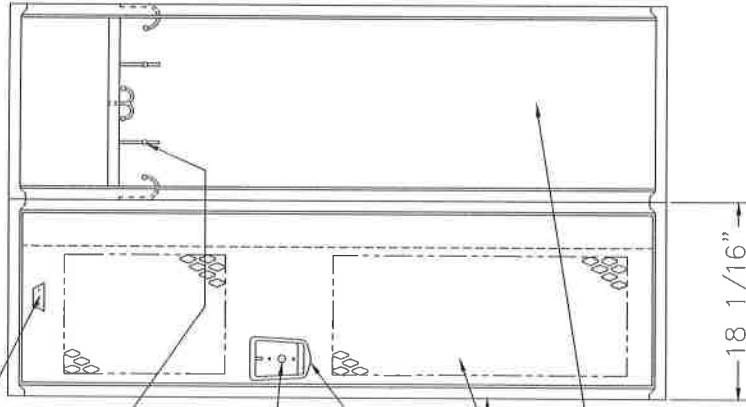
STAINLESS STEEL RECESSED
HANDLE W/ PADLOCK EYE

16GA. FRAME ASSEMBLY &
14GA. DIAMOND DOOR W/PAN

16GA. SOLID BACK



LOCKER ELEVATION



LOCKER SECTION

TYPE A 18" X 18" X 60" SINGLE TIER, GEN2 REC. HANDLE LOCKER

ALLOW 1/16" CREEPAGE PER FRAME

1820 STONEHEDGE DRIVE GREENVILLE, NC 27858
TEL: (800) 562-1000, FAX: (800) 248-1555

This drawing shows a standard Penco Product. Any Modification to the product must be approved by Penco Engineering 9/15/2006



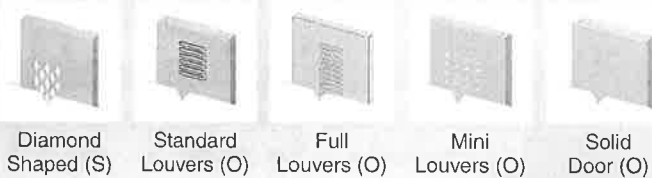
Welded Gen2

pencoproducts.com | 800.562.1000

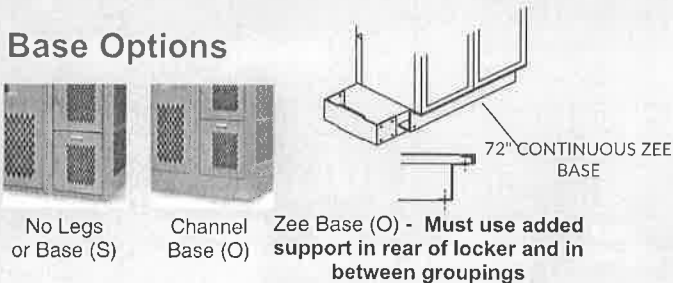
At a Glance

- 16 ga. body & 18 ga. back for durability
- 14 ga. door and Classic III pocket standard
- Optional Defiant II single point latching
- Ships fully assembled

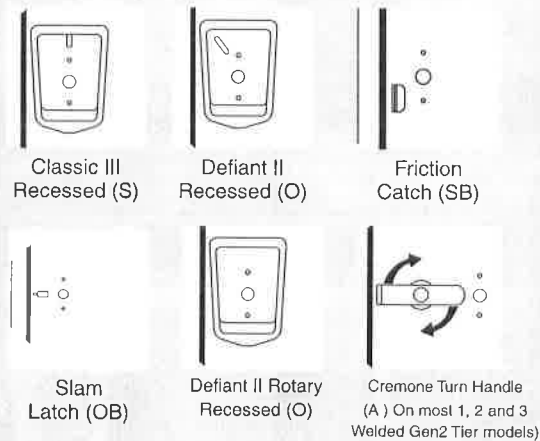
Ventilation Options



Base Options



Door Handle Options

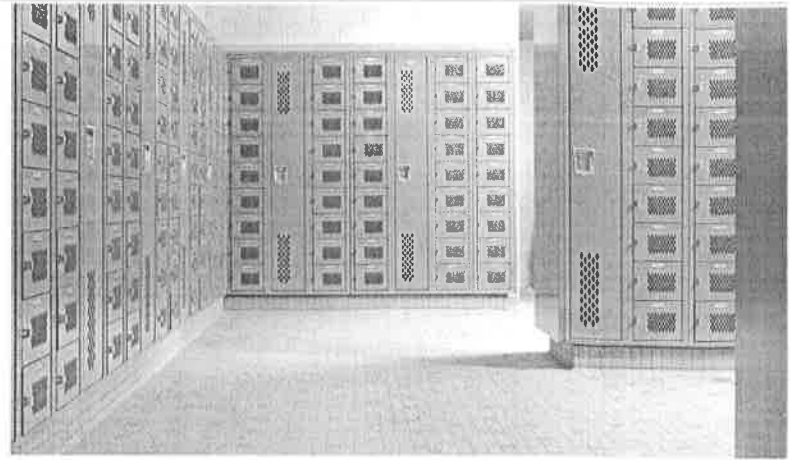


S = Standard O = Optional* A = Available*

SB = Standard on Box Lockers OB = Optional on Box Lockers*

*additional charges may apply

For Welded Gen2 specifications, see page 51.
For Defiant Doors, see page 52.



The Welded Gen2 Alternative

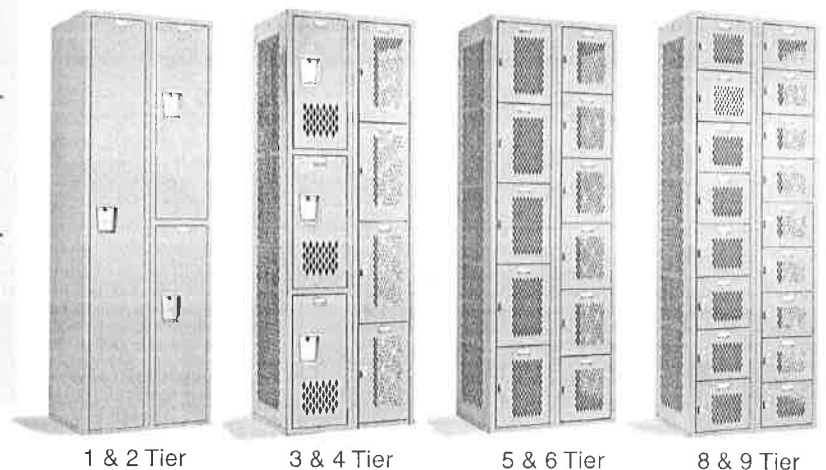
In Penco's Welded Gen2 Lockers give you a choice between our traditional Knocked Down locker lines, and our Welded Gen2 setup lockers.

Welded Gen2 lockers offer superior resistance to hard use and abuse. All body parts are welded into a single rigid unit to resist damage for the life of the product. The door frame and locker side are 16 gauge. The backs, tops and bottoms of each group of lockers are made from single pieces of steel that span multiple lockers. The doors are made from 14 gauge steel and include a continuous hinge. Sides, tops, bottoms and shelves are 16 gauge steel. Backs are 18 gauge.

Since Welded Gen2 lockers are shipped pre-assembled, the time and expense of on-site installation is greatly reduced. This is a great help where labor is either extremely expensive, or hard to find. Groupings will be determined by Penco based upon the floor plan layout drawings submitted with the order. Maximum group width is usually 54" for lockers with a depth up to 18". For lockers over the depth of 18" the groups shall not exceed 48" in total width. If site conditions restrict maximum group width, please advise.

Welded Gen2 lockers are available as standard in ventilated models with diamond-shaped perforations in the doors and sides for maximum visibility and ventilation, or with solid door and side construction, with or without door louvers. The perforated models are ideal for heavy duty athletic use, where ventilation is important to aid the drying of athletic gear.

Standard construction is flat top without legs. Lockers can be ordered with 4" high, 16 gauge Channel Base as an option.



Welded Gen2

Sizes and Dimensions



Welded Gen2 1 Tier Lockers					
		Standard Cat. No.		Defiant II Latch	
Opening Height		60"	72"	60"	72"
Unit Width	Unit Depth	Cat. No.	Cat. No.	Cat. No.	Cat. No.
9"	12"	6G101	6G107	-	-
	15"	6G103	6G109	-	-
	18"	6G105	6G111	-	-
12"	12"	6G129	6G157	6GD129	6GD157
	15"	6G131	6G159	6GD131	6GD159
	18"	6G135	6G161	6GD135	6GD161
	21"	6G133	6G163	-	-
	24"	6G137	6G167	-	-
15"	12"	6G141	6G165	-	6GD128
	15"	6G143	6G169	6GD143	6GD169
	18"	6G145	6G171	6GD145	6GD171
	21"	6G147	6G173	6GD147	6GD173
	24"	6G112	6G172	-	6GD172
18"	12"	6G501	6G500	6GD501	6GD500
	15"	6G149	6G175	6GD149	6GD175
	18"	6G151	6G177	6GD151	6GD177
	21"	6G153	6G179	6GD153	6GD179
	24"	6G155	6G181	6GD155	6GD181
24"	15"	-	6G182	-	-
	18"	6G117	6G123	6GD117	6GD123
	21"	6G119	6G125	6GD119	6GD125
	24"	6G121	6G127	6GD121	6GD127

Welded Gen2 2 Tier Lockers					
		Standard Cat. No.		Defiant II Latch	
Overall Height		60"	72"	60"	72"
Opening Height		30"	36"	30"	36"
Unit Width	Unit Depth	Cat. No.	Cat. No.	Cat. No.	Cat. No.
12"	12"	6G213	6G245	6GD213	6GD245
	15"	6G215	6G247	6GD215	6GD247
	18"	6G217	6G249	6GD217	6GD249
	21"	6G206	6G251	-	6GD251
	24"	6G207	6G252	-	-
15"	12"	6G208	6G228	6GD208	6GD228
	15"	6G225	6G257	6GD225	6GD257
	18"	6G239	6G259	6GD239	6GD259
	21"	6G241	6G261	6GD241	6GD261
	24"	6G212	6G253	-	6GD253
18"	12"	-	6G508	-	-
	15"	6G223	6G263	6GD223	6GD263
	18"	6G227	6G265	6GD227	6GD265
	21"	6G229	6G267	6GD229	6GD267
	24"	6G231	6G269	6GD231	6GD269
24"	18"	6G233	6G271	6GD233	6GD271
	21"	6G235	6G273	6GD235	6GD273
	24"	6G237	6G275	6GD237	6GD275

Welded Gen2 3 Tier Lockers					
		Std. Cat. No.		Defiant II Latch	
Overall Height		60"	72"	60"	72"
Opening Height		20"	24"	20"	24"
Unit Width	Unit Depth	Cat. No.	Cat. No.	Cat. No.	Cat. No.
12"	12"	6G287	6G281	6GD287	6GD281
	15"	6G289	6G283	6GD289	6GD283
	18"	6G291	6G285	6GD291	6GD285
	21"	6G306	6G326	-	-
	24"	6G292	6G327	-	-
15"	12"	6G308	6G328	-	-
	15"	6G293	6G301	6GD293	6GD301
	18"	6G295	6G303	6GD295	6GD303
	21"	6G297	6G305	6GD297	6GD305
	24"	6G312	6G332	-	-
18"	12"	-	-	-	-
	15"	-	-	-	-
	18"	6G220	6G221	-	6GD221
	21"	6G314	6G334	-	6GD519
	24"	6G222	6G224	-	6GD520

Welded Gen2 4, 5, 6, 8 & 9 Tier Box Lockers								
		4 Tier		5 Tier		6 Tier	8 Tier	9 Tier
Overall Ht.		60"	72"	60"	72"	72"	72"	72"
Opening Ht.		15"	18"	12"	14-2/5"	12"	9"	8"
Unit Width	Unit Depth	Cat. No.	Cat. No.	Cat. No.	Cat. No.	Cat. No.	Cat. No.	Cat. No.
12"	12"	6G307	6G319	6G351	6G363	6G375	6G393	6G407
	15"	6G309	6G321	6G353	6G365	6G377	6G395	6G409
	18"	6G311	6G323	6G355	6G367	6G379	6G397	6G411
	21"	6G406	6G426	6G531	6G526	6G381	-	-
	24"	6G316	6G427	6G532	6G527	6G627	-	-
15"	12"	6G408	6G428	6G356	6G528	6G628	6G828	6G928
	15"	6G313	6G331	6G357	6G369	6G383	6G401	6G413
	18"	6G315	6G335	6G359	6G371	6G385	6G403	6G415
	21"	6G317	6G431	6G361	6G373	6G389	-	6G417
	24"	6G412	6G432	6G534	6G374	6G541	-	-
18"	18"	-	-	6G419	6G445	6G423	-	-
	21"	-	-	6G421	6G447	6G425	-	-

VanguardTM



Knocked Down Steel Locker

These are snapshot specifications for quick reference and product selection. Full MasterFormat Specifications with expanded product information can be found on pencoproducts.com and may include updates as a result of Penco's continuous product improvement initiatives.

At a Glance...

- General purpose economy storage
- Knocked Down Construction
- 16 ga. doors
- Powder Coat Finish



SNAPSHOT SPECIFICATIONS - Section 10 51 13

PART 1 - GENERAL

1.01 SECTION INCLUDES

Standard Knocked Down Lockers

1.02 REFERENCES

ADAAG - Americans with Disabilities Act, Accessibility Guidelines.

1.03 SUBMITTALS

Submit under provisions of Section 01 33 00. Shop Drawings shall show dimensioned plans, elevations, and sections.

1.04 DELIVERY, STORAGE AND HANDLING

Store products in manufacturer's unopened packaging until ready for installation to protect the locker finish and adjacent surfaces from damage.

PART 2 - PRODUCTS

2.01 MANUFACTURER

Penco Products, Inc. or approved equal based upon ability to provide product compliant with specifications of the product selected. Provide only metal lockers fabricated in the United States by a single domestic manufacturer.

Lockers shall be GREENGUARD Gold Certified by UL Environment through the GREENGUARD Certification Program.

2.02 MATERIALS

Steel: All Penco standard lockers are constructed using prime grade mild cold-rolled sheet steel free from surface imperfection meeting ASTM A1008 and capable of taking a high-grade enamel powder coat finish. Alternate material: Sheet steel

components shall be fabricated using zinc-coated steel meeting ASTM A879 and finished in the same manner. Forged steel coat hooks with balled ends and truss fin head bolts and hex nuts will be zinc coated and supplied for all lockers unless otherwise indicated.

2.03 STANDARD LOCKERS

Acceptable Product: Penco Vanguard, knock-down lockers. **Tops, Bottoms, Backs, Sides, and Shelves** fabricated from 24 gauge sheet steel. Locker doors measuring less than 12 inches wide are 18 gauge steel. All others are fabricated from 16 gauge sheet steel. 6 inch legs are standard and can be deleted as a no cost option.

Door Frame: Channel shape, not less than 16 gauge steel. Provide vertical door frame members with additional 3/8 inch (9.5 mm) flange as a continuous door strike. Intermediate cross frame members are standard on double and triple tier lockers.

Multi-Point Latch Doors: One piece sheet steel with full channel formation of adequate depth to fully conceal lock bar on lock side, channel formation on hinge side, right angle formations across top and bottom, with holes for attaching number plates. Doors 18 inches and wider by 36 inches or higher will include a 3 inch wide 20 gauge full height reinforcing pan welded to inside face of door at 6 inch centers.

Box Lockers: One piece sheet steel with channel formations on lock and hinge sides, right angle flanges on top and

bottom; pre-punch doors for padlock latch and friction catch and built-in combination and key locks.

Ventilation: Provide louvered doors in manufacturer's standard louver pattern.

Hinges: Two inch high, double spun, full loop, tight pin, projection welded to door frame and securely fastened to the door with steel rivets. Provide three 2 inch five-knuckle hinges on doors over 48 inches high and two 2 inch high five-knuckle hinges on all other doors.

2.04 DOOR HANDLES AND LATCHING

Two Person and Duplex Lockers, 1, 2 and 3 Tier featuring multi-point latching:

Recessed Handle: Classic III Multi-point latching with recessed handle activated by a 14 gauge finger-lift control handle in a drawn and brushed stainless steel pocket fastened to the door with two tabs and a positive tamper-resistant decorative fastener. Depth shall be sufficient to prevent a standard combination padlock, built-in combination lock, or key lock from protruding beyond door face. Nylon lift trigger accommodates use of 9/32 inch padlock.

Die-Cast Handle: Chrome-plated zinc alloy die-cast case and handle attached to latch bar concealed inside door and tamperproof. Pulling handle out shall move latch bar up and open door in one motion and providing for use of 9/32 inch diameter padlock, integral with handle and located so that extension of handle forms padlock strike. Doors over 48 inches high shall use glass-filled nylon clips to engage

SNAPSHOT SPECIFICATIONS (continued)

the door frame and hold the door shut at three points. All other doors engage at two points.

Locking Device: Positive, automatic type, whereby locker may be locked when open, then closed without unlocking. Firmly secure one rubber silencer in frame at each latch hook.

Box Lockers (3 to 6 Tier): Punch doors for use with padlocks or built-in locks and configure doors for use with padlocks with an 18 gauge combination door pull, staple, and lock hole cover plate with integral friction catch.

2.05 INTERIOR EQUIPMENT

ADA-Compliant Lockers (Recessed Handles with Multi-Point Latch): Single Tier: Hat shelf 48 inches from locker bottom or lower as required by base condition. Double Tier: Only bottom opening, a shelf placed 15 inches off the floor or lower as required by base condition.

2.07 FABRICATION

Fabrication shall be on the unit principle, each locker with individual door and frame, individual top, bottom, back, and shelves, with common intermediate divisions separating compartments.

Finish: High quality powder coat paint finish applied in strict adherence to paint manufacturer's specifications to provide optimum appearance and performance. Finishes releasing VOCs are not acceptable. Standard coating thickness is 1 mil dry film thickness minimum. Powder Coat Plus option increases thickness to 2 mil minimum. Colors as selected from manufacturer's standard colors.

Alternative finishes: Custom color match, Anti Graffiti, antimicrobial, TGIC and high performance finishes are available.

Bolt adjoining locker units together to provide rigid installation.

3.03 ADJUSTING

Adjust doors and latches to operate without binding. Verify that latches are operating satisfactorily. Adjust built-in locks to prevent binding of dial or key and ensure smooth operation prior to substantial completion.

Touch-up with factory-supplied paint and repair or replace damaged products before substantial completion.

3.04 PROTECTION

Protect installed products until completion of project.

PART 3 - EXECUTION

3.01 EXAMINATION

Do not begin installation until substrates and bases have been properly prepared. If substrate and bases are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 INSTALLATION

Install metal lockers and accessories at locations shown in accordance with manufacturer's instructions. Install lockers plumb, level, and square. Anchor lockers to floor and wall at intervals recommended by the manufacturer.

Get the Full Specifications Here

Log On:



Visit:

pencoproducts.com/design-professionals/

Ventilation Options



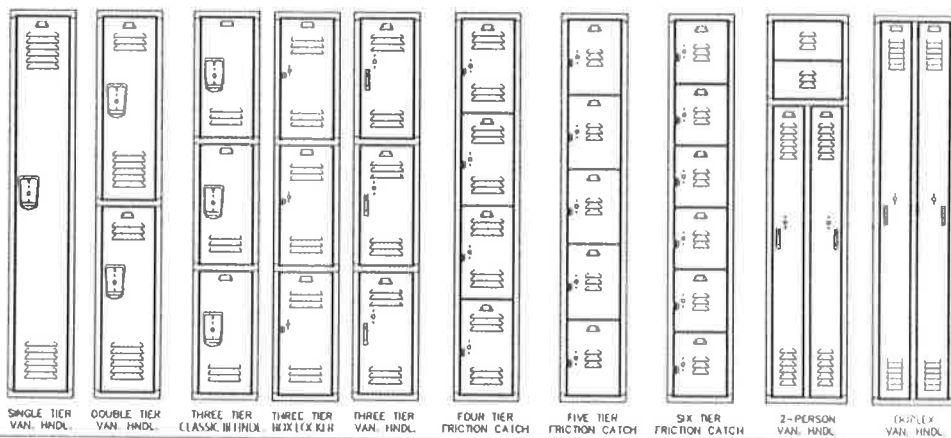
Standard Louvers (S)
Full Louvers (O)
Mini Louvers (O)
Visual Perf (O)

Door Handle Options



Classic III Recessed (S)
Die-Cast Vanguard Handle (S)
Friction Catch (SB)

S = Standard, O = Optional,
SB = Standard on Box Lockers



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Welded GEN2™

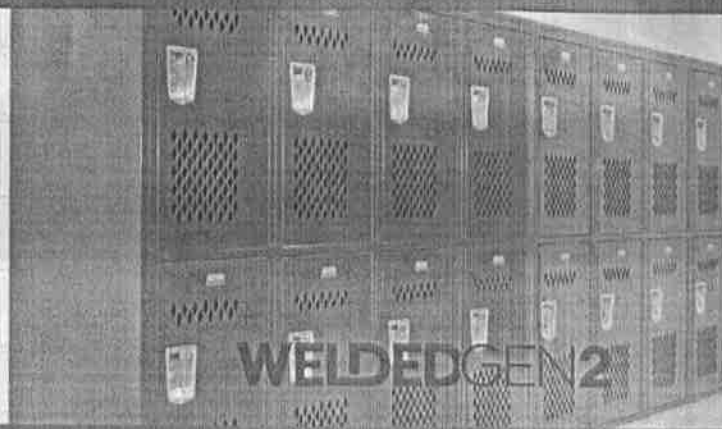


Welded Steel Locker

These are snapshot specifications for quick reference and product selection. Full MasterFormat Specifications with expanded product information can be found on pencoproducts.com and may include updates as a result of Penco's continuous product improvement initiatives.

At a Glance...

- Welded construction
- 14 ga. door, 18 ga. back, 16 ga. sides, tops, bottoms and shelves
- Ships fully assembled
- Continuous hinge standard
- Classic III handle standard on 1, 2 and 3 tier



SNAPSHOT SPECIFICATIONS - Section 10 51 13

PART 1 - GENERAL

1.01 SECTION INCLUDES

Heavy Duty Welded Lockers

1.02 REFERENCES

ADAAG - Americans with Disabilities Act, Accessibility Guidelines.

1.03 SUBMITTALS

Submit under provisions of Section 01 33 00. Shop Drawings shall show dimensioned plans, elevations, and sections.

1.04 DELIVERY, STORAGE AND HANDLING

Store products in manufacturer's unopened packaging until ready for installation to protect the locker finish and adjacent surfaces from damage.

PART 2 - PRODUCTS

2.01 MANUFACTURER

Penco Products, Inc. or approved equal based upon ability to provide product compliant with specifications of the product selected. Provide only metal lockers fabricated in the United States by a single domestic manufacturer.

Lockers shall be GREENGUARD Gold Certified by UL Environment through the GREENGUARD Certification Program.

2.02 MATERIALS

Steel: All Penco standard lockers are constructed using prime grade steel free from surface imperfection suitable for powder coating. Alternate material: Prime grade steel shall be fabricated using galvalneal steel and finished in the same manner. Forged steel coat

hooks with balled ends and truss fin head bolts and hex nuts will be zinc coated and supplied for all lockers unless otherwise indicated.

2.03 HEAVY DUTY LOCKERS

Acceptable Product: Penco Welded GEN2 lockers. Tops, Bottoms, Sides, and Shelves shall be fabricated from 16 gauge and backs from 18 gauge sheet steel. Locker doors shall be 14 gauge.

Door Frame: Channel shape, not less than 16 gauge steel. Provide vertical door frame members with additional 3/8 inch (9.5 mm) flange as a continuous door strike. Intermediate cross frame members are standard on double and triple tier lockers.

Multi-Point Latch Doors: One piece sheet steel with full channel formation of adequate depth to fully conceal lock bar on lock side, channel formation on hinge side, right angle formations across top and bottom, with holes for attaching number plates. Doors 18 inches and wider by 36 inches or higher will include a 3 inch wide 20 gauge full height reinforcing pan welded to inside face of door at 6 inch centers.

Ventilation: Doors and locker sides have standard 3/4 inch (19 mm) wide by 1-1/2 inch (38 mm) high diamond-shaped perforations. Doors less than 20 inches tall have 7/16 inch (11 mm) wide by 15/16 inch (24 mm) high diamond-shaped perforations.

Hinges: Continuous type: 16 gauge piano hinge measuring full height of door. Welded to door and attached to locker frame using steel rivets.

2.04 DOOR HANDLES AND LATCHING

1, 2 and 3 Tier Featuring Multi-point Latching: Classic III Multi-point latching with recessed handle activated by a 14 gauge finger-lift control handle in a 22 gauge drawn and brushed stainless steel pocket fastened to the door with two tabs and a positive tamper-resistant decorative fastener. Depth shall be sufficient to prevent a standard combination padlock, built-in combination lock, or key lock from protruding beyond door face. Nylon lift trigger accommodates use of 9/32 inch padlock. Doors over 48 inches high shall use glass-filled nylon clips to engage the door frame and hold the door shut at three points. All other doors engage at two points.

Locking Device: Positive, automatic type, whereby locker may be locked when open, then closed without unlocking. Firmly secure one rubber silencer in frame at each latch hook.

4-9 Tier Box Lockers: Punch doors for use with padlocks or built-in locks. Equip doors for use with padlocks with an 18 gauge combination door pull, staple, and lock hole cover plate with integral friction catch.

2.05 INTERIOR EQUIPMENT

ADA-Compliant Lockers (Recessed Handles with Multi-Point Latch): Single Tier: Hat shelf 48 inches from locker bottom or lower as required by base condition. Double Tier: Only bottom opening, a shelf placed 15 inches off the floor or lower as required by base condition.

SNAPSHOT SPECIFICATIONS (continued)

2.07 FABRICATION

Fabrication shall be on the unit principle, each locker with individual door and frame and shelves, each unit with a 1 piece top, bottom and back per unit, common intermediate divisions separating compartments.

Finish: High quality powder coat paint finish applied in strict adherence to paint manufacturer's specifications to provide optimum appearance and performance. Finishes releasing VOCs are not acceptable. Standard coating thickness is 1 mil dry film thickness minimum. Powder Coat Plus option increases thickness to 2 mil minimum. Colors as selected from manufacturer's standard colors. All locker body components shall match color of door and frame.

Alternative finishes: Custom color match, Anti Graffiti, antimicrobial, TGIC and high performance finishes are available.

PART 3 - EXECUTION

3.01 EXAMINATION

Do not begin installation until substrates and bases have been properly prepared. If substrate and bases are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 INSTALLATION

Install metal lockers and accessories at locations shown in accordance with manufacturer's instructions. Install lockers plumb, level, and square. Anchor lockers to floor and wall at intervals recommended by the manufacturer. Bolt adjoining locker units together to provide rigid installation.

3.03 ADJUSTING

Adjust doors and latches to operate without binding. Verify that latches are operating satisfactorily. Adjust built-in locks to prevent binding of dial or key and ensure smooth operation prior to substantial completion.

Touch-up with factory-supplied paint and repair or replace damaged products before substantial completion.

3.04 PROTECTION

Protect installed products until completion of project.

Get the Full Specifications Here

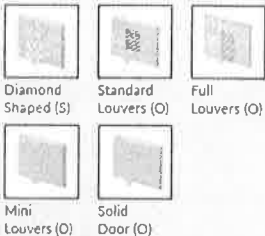
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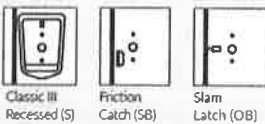
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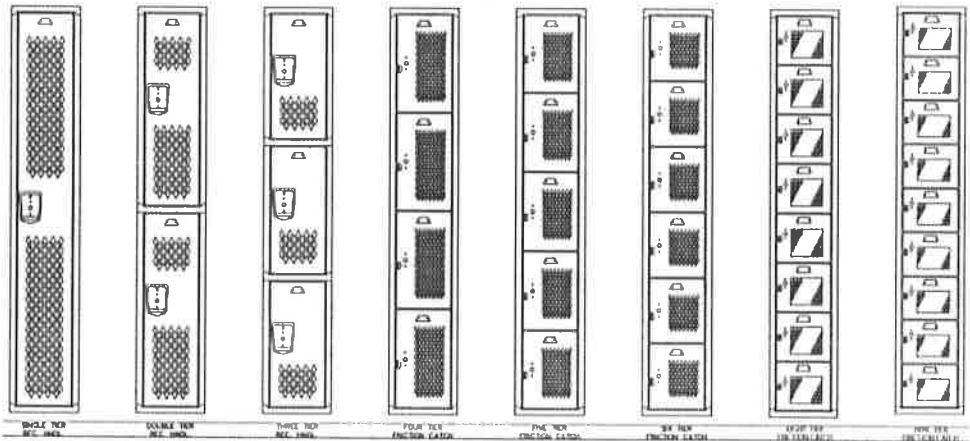
Ventilation Options



Door Handle Options



S = Standard O = Optional SB = Std. on Box Lockers
OB = Optional on Box Lockers



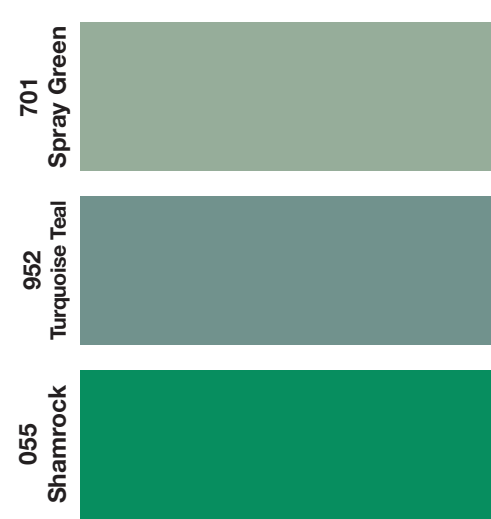
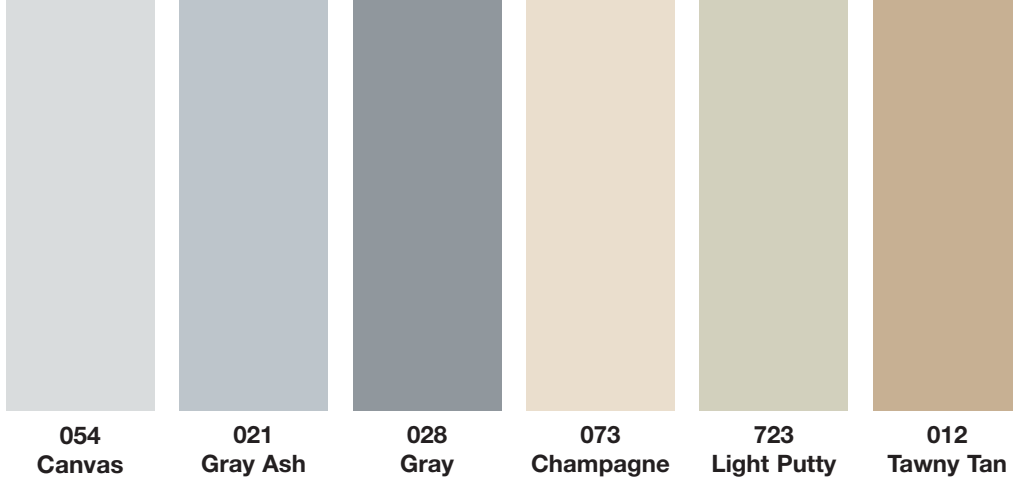
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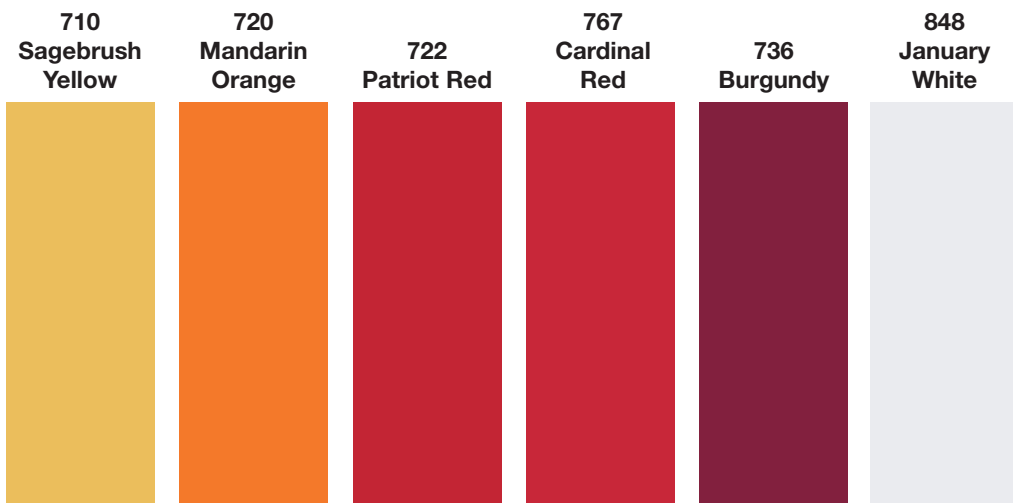
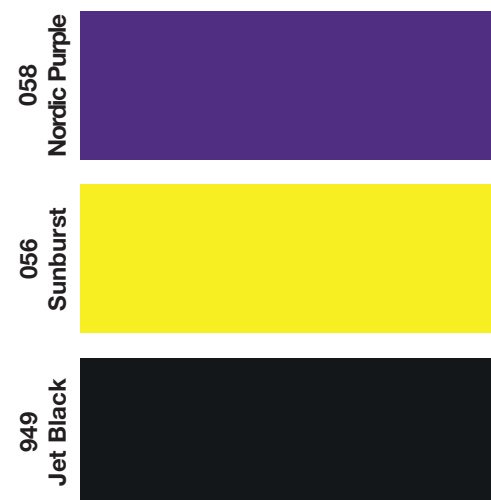
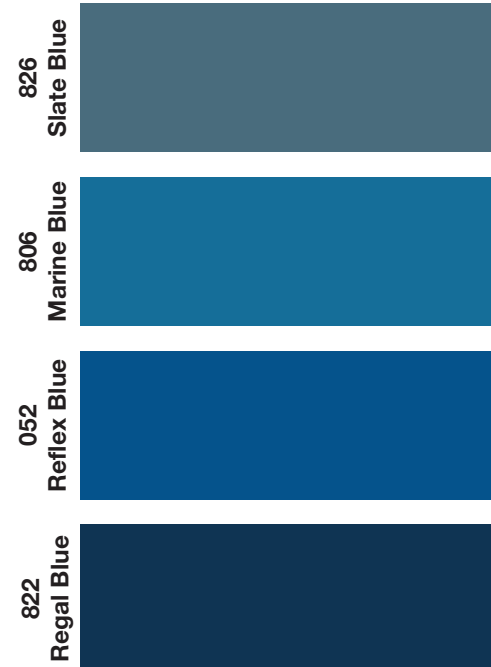


Color Chart

24 Brilliant Colors

Penco Products provides 24 Brilliant Colors as a standard color selection for all steel products manufactured in our Hamilton, NC facility. The colors shown on this color chart are a true representation of our powder coat finish gloss and sheen.

- **A Superior Process:** Penco's painted products receive the most advanced metal treatment in the industry.
- **Three Tough Finishes:** Penco offers three powder coat finishes that provide a finish that is tough and durable.
- **GREENGUARD Gold Certified:** All products manufactured by Penco Products are GREENGUARD Gold Certified through UL Environment's GREENGUARD Certification Program.



The Powder Coat Finish

A Superior Process

To achieve the strongest bond between the paint and the metal surface, all Penco painted products receive the most advanced metal treatment in the industry. This multi-stage, prepaint conditioning process is monitored by computer controlled sensors which provide real time feedback to the operators and assure that all processes are completed to specifications.

During the process, a hot spray wash removes contaminants from the steel. A specially formulated coating is applied creating a surface that resists corrosion and improves paint adhesion. Once the steel has been conditioned and dried, a premium powder coat is applied by one of the industry's most efficient electrostatic paint systems. Products are then cured in a continuous curing oven, resulting in a beautiful enamel finish with superior performance characteristics.



Three Tough Finishes

Standard Finish

Penco's standard powder coat paint finish for all metal products is perfect for most applications. Prior to painting and baking, the product receives a thorough multi-stage cleaning. The paint surface is tough and durable.

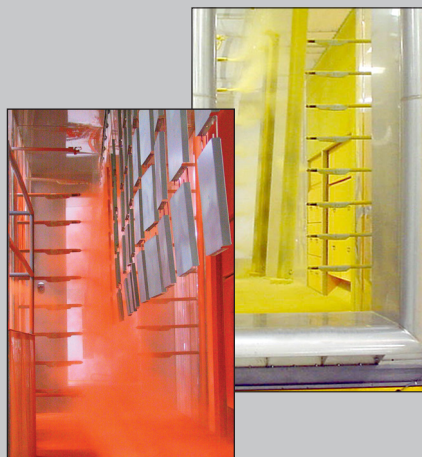
Powder Coat Plus™

Powder Coat Plus is a cost-effective way of improving the durability and rust resistance of steel lockers. After pre-treatment of the steel, a 2 mil thick coating of powder coat enamel is applied and baked onto the steel surface.

X-Off™ Anti-Graffiti Paint

Penco's X-Off Anti-Graffiti Powder Coat Paint provides a surface coating that allows easy removal of graffiti. This specially formulated paint has a tight molecular structure that completely seals the locker surface, preventing graffiti and many corrosive agents from penetrating the finish.

Product exposure to high humidity, chlorine salts, abrasive cleaners, germicidal cleaners and acids can damage the finish and will void the guarantee.



Product Notes

All products manufactured by Penco are available in any of 24 standard colors at no extra charge. Lead times may vary based on the product line and color(s) selected.

Lockers: Doors, frames and body parts are typically painted the same color, however two-tone finishes are available upon request on most lockers. Please contact your Penco Representative for more information.

QuickShip: Please refer to Penco's QuickShip page on our website for QuickShip colors.

GREENGUARD: All products manufactured by Penco Products are GREENGUARD Gold Certified through UL Environment's GREENGUARD Certification Program. This certification signifies that Penco's products are now in compliance with the stringent chemical emissions guidelines set by UL Environment. Accredited courses are available to design professionals and fulfill credit requirements for AIA, GBCI, IDCEC. Contact a Penco Sales Manager for more information.



Slight color variations are inherent in all paint processes. For this reason, we must retain the right of reasonable color variation from samples presented.

* = Color not shown

ColorChart_5-2016.indd



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 7, 2021

Re: Acknowledge bids received November 18, 2021 for the reverse auction of Police Dispatch Consoles for the Public Safety Complex and accept the bid from Evans Consoles Inc. in the amount of \$136,326.06.
File Number: 2021-1368
Minute Book #

Summary

Acknowledge bids received November 18, 2021 for the reverse auction of Police Dispatch Consoles for the Public Safety Complex and accept the bid from Evans Consoles Inc. in the amount of \$136,326.06.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 7, 2021 City Council meeting for consideration.

Title:	POLICE DISPATCH CONSOLES
Agency:	Mississippi > City of Hattiesburg
Start date:	18-Nov-2021 10:30:00 AM
End date:	18-Nov-2021 11:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
62664	kbrewer	136329.0600	18-Nov-2021 10:33:48 AM	Kent	Brewer	Evans Console	Kbrewer@evansonline.com	4044350155



PRICE QUOTATION

Project Name: **Hattiesburg Public Safety Complex**

Project Location: Hattiesburg, Mississippi, United States

Project Number: 21-5681 Phase 1 Revision 2

Issue Date: September 08, 2021

Sales Lead: Kent Brewer

Project Manager: Ashlee Townsend

Manufactured Product				
	Code	Unit Price	Qty	Extended Price
Sit-Stand Operator Console	RSPNG-C	19,431.72	6	116,590.32
Sub-Total				116,590.32
Logistics				
Packaging				Included
Freight				9,945.15
Install				9,793.59
Sub-Total				19,738.74
Project Total Base Console(USD, All Sales Taxes Excluded)				136,329.06

Shipping INCO Terms: CIP to Hattiesburg, Mississippi, United States

Payment Terms:

30% due upon Sign Off, NET 30

70% due upon Shipment of Work, NET 30

Quote is NOT valid without the Evans Terms & Conditions document.

Quote validity period is 90 days for product and 30 days for transportation and install. See Evans Terms & Conditions document for more details.

Evans accepts all major credit cards subject to service fees.

P.O. #: _____ ☐ Accept Evans Terms and Conditions

Accepted by: _____ Date: _____



MANUFACTURED PRODUCT PROJECT DETAILS

Shipment A	
Includes all product	
Packaging	Price
Blanket Wrapped	Included
Freight	
Transportation by Truck (LTL) to Hattiesburg, Mississippi, United States Evans Offload to Room of Rest Debris Removal Transit Time: 10 Days	9,945.15
Install	
Evans Installation Assumes single Installation activity at non-union site during weekday, regular work hours in non-operational, free, and clear room. * The client must identify and provide a POC (point of contact) responsible for decision making or whom will have access to a person of authority for the duration of the scheduled installation activity. The appointed POC must ensure that either he/she or the authorized representative will be available upon completion of the installation activity to sign off the Evans PCR (Project Completion Report) * Failure to provide such a contact assumes the activity as reported has been accepted. ** Assumes that site preparedness has been met in accordance with the attached contract terms and conditions.	9,793.59

Optional Items

Note: Optional item prices do not include additional shipping or installation costs and have not been included in any totals or sub-totals. A new quote revision will need to be issued in order to include any optional items.



Console Preventative Maintenance and Cleaning Agreement Contract

Preventative maintenance and cleaning will be performed once per year on any brand of console. Consoles will be inspected and preventative maintenance such as hinge adjustments, tightening screws, leveling, and minor touch ups will be performed to lessen the likelihood of a possible breakdown, ensuring that consoles function at their optimum level of performance. Cleaning is performed on-site while the control center stays live. All surfaces are touched a minimum of three times. Service is conducted in as quiet as possible manner using vacuums modified with mufflers and grade 5 HEPA filters. All keyboards, monitors, mice, and computers (outside case only) units cleaned and wiped down with specialty cleaners. Low scent cleaning products are used to avoid disruption of the control center with harsh chemical smells and odors.

Contract will lock in pricing and will not increase for the duration of the contract.

1 Year: \$430.00 per operator position
3 Year: \$1,245.00 per operator position*
5 Year: \$2,000.00 per operator position*

*Pricing shown reflects the total price for a multi-year contract (Individual price for an operator position multiplied by the number of years)

Console wiring or rewiring: \$950.00 per operator position

Additional cleaning activities for features that are not included in the preventative maintenance and cleaning agreement, such as overhead lighting, under raised floors, acoustical walls, and chairs, are available upon request.



MANUFACTURED PRODUCT BILL OF MATERIALS

Operator Sit-Stand Console Response NextGen						Qty: 1
	Part Number	Description	Measure	Unit Price	Qty	Extended Price
PRODUCT STRUCTURE						
1	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included
2	RSPNG-SLE-L	Large Support Leg Enclosure (end support legs)	Each	660.50	2	1,321.00
3	RSPNG-SLE-S-HD	Small Support Leg Enclosure for Heavy Duty Lift Column (middle support legs)	Each	421.30	2	842.60
4	RSPNG-TB	Technology Bridge	Units	327.56	6.5	2,129.15
5	CO-WS	HPL Worksurface with Ergonomic PVC Edge	Units	172.27	11.5	1,981.15
6	CO-WS-UFE	Upgrade Worksurface Edge to Ergonomic Soft Urethane	Units	70.04	8.5	595.33
7	CO-WLS-LC-HD-4	Four heavy duty Lift Columns with control equipment; Main Platform; Includes worksurface support cage	Each	3,885.45	1	3,885.45
8	CO-WLS-CSTS	Contact safety tape switch option for main platform	Units	107.44	11.5	1,235.58
9	RSPNG-EE-FD	Full Depth Equipment Enclosure	Units	490.26	2	980.51
10	CO-EC-W	Wide Energy Chain with upper and lower mounting brackets	Each	94.83	3	284.48
11	CO-UMA-B-L1	Unity Monitor Arm™ 2.0 Base; Level 1; Manual depth adjustment; No height adjustment included; Power bar not included	Each	1,979.36	1	1,979.36
12	CO-UMA-MM-ST-KN	Single Tier Monitor Mount for Unity Monitor Arm™ 2.0; Knuckle	Each	84.60	4	338.40
13	CO-UMA-PB-NA-8-15	Power Bar kit for Unity Monitor Arm™ 2.0; North America, 120V/15A, 8 outlets, 15' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	166.73	1	166.73
14	CO-UMA-SR-B	Slatrail beam for Unity Monitor Arm™ 2.0	Units	149.77	8.5	1,273.05
15	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	110.05	1	110.05
16	CO-PDG-DT-4P-CCPP	Desktop Mounted Pop-Up Power and Data Grommet with 4 Ports; 2 Configurable Data Ports (refer to drawing for configuration), 2 Power Receptacles (NEMA 5-15)	Each	314.93	1	314.93
17	CO-AL-LED-RGB	LED accent lighting; RGB	Units	14.79	8.5	125.72
18	CO-AP-IG-F-FH	Acrylic Panel for Slatwall/Slatrail; Illuminating Grade, Frosted with Clear Core, Full Height	Units	134.14	8.5	1,140.19
19	CO-LL-SLS	LumiLinc Status Lighting System; 100-240VAC (refer to drawing for plug type)	Each	469.05	1	469.05
20	CO-LL-SLS-MS	Mechanical color coded switch for LumiLinc Status Lighting	Each	258.99	1	258.99
Sub-Total Base Console (single unit)						19,431.72

The following standard terms and conditions apply to the attached quotation (the "Quotation"), unless expressly stated otherwise in the Quotation provided by EVANS Consoles Corporation and/ or EVANS Consoles Incorporated and/or EVANS Consoles B.V. (collectively, "EVANS") to the purchaser (the "Buyer") of the products and/or services (the "Work").

1.0 Quotation

- 1.1 Unless otherwise stated, the Quotation prices are valid for ninety (90) days and freight and installation prices are valid for thirty (30) days from the date of the Quotation.
- 1.2 The prices in the Quotation are valid for Work shipped or completed within twelve (12) months from the date of the confirmed order (the "Purchase Order"). EVANS reserves the right to revise or adjust pricing, in their sole discretion, on orders not shipped or completed within the twelve (12) month period. Requests to defer the installation service beyond six (6) months from product shipment are subject to a revised installation Quotation.

2.0 Price and Payment

- 2.1 Except as otherwise agreed in writing by the parties, the prices of the Work shall be paid as per the following payment terms:
 - 2.1.1 Thirty percent (30%) progress payment net thirty (30) due upon Sign Off, as herein defined;
 - 2.1.2 Seventy percent (70%) net thirty (30) upon shipment of work;
 - 2.1.3 One point five percent (1.5%) late payment penalty shall be applied per calendar month per payment if payment not received within 30 days of invoice issuance.
- 2.2 Pay When Paid Clause. Buyer shall NOT withhold payment to EVANS for reasons unrelated to the work of EVANS. Customer shall not unreasonably withhold authorization for payment.
- 2.3 For Purchase Orders which require the Work to be shipped and or installed outside of the United States or Canada, credit approval from a third party agency previously approved by EVANS must be obtained and provided in a form satisfactory to EVANS in their sole discretion. Payment must be provided through an irrevocable letter of credit (the "ILC"). The terms of the ILC shall be:
 - 2.3.1 The ILC shall be in the English language and all supporting or related documents requiring execution shall also be in English;
 - 2.3.2 The ILC shall be drawn on the Bank of Montreal or an affiliated bank in the currency stated in the Quotation;
 - 2.3.3 The expiry of the ILC must extend at least six (6) months past the installation or shipping date set out in the Quotation, whichever is later. If the project is delayed or rescheduled, then the ILC expiry date will need to be extended; and
 - 2.3.4 All documents requiring execution relating to the ILC must be within the control of EVANS or produced by EVANS, such as the bill of lading, commercial invoice, certificate of origin, statement of compliance to product specification.
- 2.4 It is recognized that an EVANS console solution is a one of a kind, custom made product specifically designed to meet the customer's equipment and ergonomic requirements, hence;
 - 2.4.1 Once design and production have started or product has been shipped, the order is non-cancelable, non-returnable and non-refundable.
 - 2.4.2 Third party buyouts (where there is no EVANS manufacturing component) will have a minimum restocking charge of 25%, plus freight. This will be confirmed at the time of return request based on the policies in place from our third party suppliers.
- 2.5 The Quotation price includes all transportation, carriage and insurance from EVANS' manufacturing facility to the designated place for delivery specified in the Quotation.
- 2.6 Any specific or extra shipping or insurance requirements of the Buyer must be disclosed prior to the issuance of the Purchase Order, and may result in an amendment to the Quotation to consider any additional costs incurred.
- 2.7 Unless stated otherwise, sales taxes are not included in the Quotation price. For shipments within the United States or Canada EVANS is required by law to collect the appropriate state, provincial and municipal sales and use taxes at the time of invoice, for the products supplied. EVANS will require a certificate of tax exemption prior to the time of invoicing if applicable to this procurement. For shipments outside of the United States or Canada, payment of importation fees and customs clearance, duties, sales taxes or any other taxes at the shipping destination are the sole responsibility of the Buyer.

- 2.8 EVANS is required by US Federal law to provide a federal tax identification number on all shipments delivered within the United States. This information must be included in the Purchase Order prior to shipment of any Work.

3.0 Scheduling

- 3.1 EVANS will not begin the procurement of materials for the Work, or fabrication until the Buyer has paid the payment set out in 2.1.1, and provided acceptance of the signed off drawings, in writing, authorizing EVANS to proceed with fabrication of the Work. This milestone is referred to as the "Sign Off".
- 3.2 EVANS will establish a formal project schedule, based on dates mutually agreeable to the Buyer and EVANS, to ensure a timely delivery the Work after receipt of the Purchase Order and Sign Off. The project size, scope and shipping destination will affect the project schedule.
- 3.3 All of the detailed information required to complete the design of the consoles shall be provided to EVANS by the Buyer at the time of project Sign Off. All of the product dimensions shown on the Sign Off drawings are considered final. Any changes to these dimensions by the buyer after project Sign Off may have an impact on pricing and/or schedule.
- 3.4 In the case where there are further questions following project Sign Off, or there are clarifications or missing information that are identified during detailed design and manufacturing stage of the project, the Buyer shall respond to these questions within 48 hours of the request being sent by EVANS. If EVANS does not receive a request within the timeframe, the scheduled project delivery and/or cost may be impacted.
- 3.5 Room dimensions that are provided to EVANS by the Buyer and which are show on the Sign Off drawings, are assumed to be the correct onsite dimensions. In the case there is a discrepancy between the onsite conditions and the Sign Off drawings, the Sign Off drawings will be considered as correct and any adjustment required may have an impact on pricing and/or schedule.

4.0 Packing

- 4.1 For shipments to the United States or Canada, the Quotation includes packaging suitable for dedicated air-ride moving van shipment. Components such as panels, work surfaces and baseboards may be packaged separately. The console framework will be segmented into convenient lengths for handling.
- 4.2 At the Buyer's request, EVANS can supply rugged crating for general freight, ocean freight, air freight or less than truckload (LTL) shipment at an additional charge. All projects requiring crating will be quoted and furnished with EVANS standard frame crates (plywood on bottom only) unless noted otherwise. If alternate crating requirements are requested after the Purchase Order has been issued, EVANS will provide a revised Quotation or change order for any additional services.

5.0 Shipment and Storage

- 5.1 The shipping price is valid only for the shipment of the Work described in the Quotation, based upon single shipping activity unless noted otherwise. If the Buyer requests additional shipments, expedited shipments or off-site storage of the products, EVANS will provide a revised Quotation or change order for the additional services.
- 5.2 EVANS follows the international trade terms under INCOTERMS 2010.
- 5.3 When EVANS is responsible for shipping the Work, unless otherwise stated, the shipping terms shall be CIP (carriage, insurance paid to) named destination point. Title and risk shall pass to the Buyer when the Work delivered to the carrier by EVANS who pays for transportation and insurance to the named destination.
- 5.4 If damage occurs during shipment, these damages must be identified and EVANS notified within forty-eight (48) hours of delivery. In the case of an ocean shipment, the damaged goods must be set aside for a formal marine survey and it must be noted whether or not the

container's seal was intact upon arrival at the destination. The surveyor shall determine where the damages occurred and assign liability to the appropriate party. The carrier has the right to take physical possession of the Work against which damages are being claimed. If the carrier is assessed a financial sum for the damaged product, they have the right to sell the damaged Work for salvage.

5.5 For deliveries within the United States or Canada a single offloading activity is included in the Quotation. The Quotation is based upon clean and clear access from the point of unloading to the room of rest. For international deliveries, container unloading is not included in the Quotation.

5.6 If the Buyer is responsible for shipping the Work, the shipping term will be ex-works (named place of delivery) as defined in Incoterms 2010. EVANS will place the Work on EVANS' loading dock, suitably packaged for export shipment and advise the Buyer in writing it is available for pickup. If pickup does not occur with 3 working days, additional cost may apply. The Buyer shall communicate to EVANS the method of transport to ensure the packaging is appropriate, subject to the shipping provisions contained herein. Title passes to the Buyer when the Work is removed from EVANS' dock and the Buyer or their representative carrier, signs the bill of lading. The Buyer is responsible for damages during loading, transport or off-loading.

5.7 The Work is designed for indoor control room environments with temperature and humidity control. EVANS requires, in circumstances where any Work is to be stored by Buyer, that Work, including the Work contained in crates or shipping materials, be housed in indoor warehouse conditions maintaining a constant temperature range between fifteen to twenty-five (15 to 25) degrees Celsius or sixty to seventy (60-75) degrees Fahrenheit and between forty-five to fifty-five percent (45 to 55%) humidity range. Adequate temperature control and ventilation must be provided during storage and handling to protect the Work from extreme climate fluctuations. EVANS will not replace under warranty, nor will it be deemed a breach of any representation or warranty regarding the quality of the Work, any Work damaged by improper or negligent storage conditions, or conditions which do not meet the standards outlined herein at the sole discretion of EVANS.

6.0 Site Preparation and Installation

6.1 The Buyer shall make the destination and/ or project site (the "Site") clean, clear, and prepared for the installation or delivery of the Work upon the agreed delivery date. For installation, all flooring, carpeting, walls, painting, and electrical construction that could in any way effect or impact the installation of the Work must be complete.

6.2 The Buyer shall appoint a representative who will be available at the Site to direct EVANS installation team regarding security, site safety and Work placement.

6.3 The price for the installation of the Work contained in the Quotation is firm and fixed for a single installation visit for the Work at a non-union Site for affiliated furniture systems installers. If the Buyer requests union labor for off-loading or installation after a Purchase Order has been accepted, all additional costs will be the responsibility of the Buyer. Unless otherwise agreed, the installation price contained in the Quotation is based upon a single installation of the Work during weekday, regular work hours. Evening or weekend installation activities may be subject to additional charges to the Buyer.

6.4 EVANS requires a minimum of 10 business days to coordinate resources prior to the installation activity.

6.5 Multiple installation activities, additional time required for unscheduled safety training sessions or drug testing, Work requiring relocation by EVANS at the Site or general delays caused by Site conditions not being prepared for the Work will be an additional charge to the Buyer.

6.6 All installations of the Work must be performed by an authorized EVANS Representative or an EVANS' certified dealer (collectively the "Installer"). For Purchase Orders made excluding installation services, it is understood that EVANS products are customized and do not come with installation or assembly manuals. If the Buyer wishes to purchase the Work contained herein without installation services provided by EVANS, they shall execute an Installation Waiver in favor of EVANS. If the Buyer is a dealer not certified by EVANS to act as an Installer, the Buyer is required to use an Installer.

7.0 Changes

7.1 The parties may, by written or electronic notification, request changes to the drawings, designs, specifications, method of shipment or

packing, quantity, or time or place of delivery of the Work, reschedule the installation, or require additional or diminished Work (the "Changes").

7.2 All Changes requested must be agreed to in writing by both parties, otherwise they are unenforceable. Only an authorized representative of EVANS may issue Changes to the Purchase Order. If any Change causes an increase or decrease in the price of, or the time required for, performing the Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and EVANS will provide a revised Quotation or change order for the adjustment.

8.0 Buyer Acceptance

8.1 Upon completion of the installation, the Buyer shall arrange for a representative to receive a product demonstration and training on the operation and maintenance of the installed Work.

8.2 Upon completion of the installation of the Work, a report will be produced by the Installer and will be executed by the Buyer's representative signifying acceptance of the installed Work subject to the resolution of any damaged or deficient items. If the installation is not substantially completed, the final acceptance will be delayed until the resolution of all identified deficient or damaged items is complete. Signed acceptance including a punch list of any noted deficiencies and/or damages must be reported back to EVANS corporate office with 48 hours of installation completion. All Installers must provide a signed acceptance from the Buyer to EVANS.

9.0 EVANS Warranty

9.1 Unless otherwise stated in the quotation, EVANS Consoles Corporation and EVANS Consoles Incorporated (collectively "EVANS") warrants that all the Work will be free from defects in materials and workmanship from the date of purchase. Terms of the warranty are as follows:

- a. Lifetime warranty on all fixed structural frame components;
- b. lifetime warranty on all static exterior panels and work surface components parts; with 5 years for labor;
- c. lifetime warranty on all adjustable, sliding or hinged mechanisms or parts; with 5 years for labor;
- d. OEM (original equipment manufacturer) warranty on all third buyouts identified on the Price Quote;
- e. 5 years on the EVANS branded E-Arm family;
- f. 5 year warranty on electrical actuated lift columns;
- g. 3 year product warranty on EVANS' PowerLinc™ system;
- h. 3 year product warranty on EVANS' EnviroLinc™ system;
- i. 3 year product warranty on EVANS' LumiLinc™ system.

9.2 The warranty period will begin on the date the Work receives final acceptance from the Buyer at the Site in the form of a signed Project Completion Report (PCR). If Evans is not providing installation services for the consoles, Evans' Lifetime Limited Warranty does not apply to damage resulting from improper installation. Notification of any defect or failure must be in writing to EVANS within the applicable warranty period. In the event that a written notice of a warranty claim is not delivered to EVANS prior to the expiration of the relevant warranty period, EVANS shall not be obligated to provide any warranty to the Work.

9.3 At EVANS option, products will be repaired at the Site or, if deemed necessary, will be returned to EVANS, with EVANS being responsible for shipping and handling charges and insuring the shipment. EVANS will return the repaired or replacement products to the Buyer via prepaid freight. If EVANS does not accept a notice of defect or failure based on their sole discretion that the defect or failure was caused by causes or situations outlined in section 5 below, the decision is binding and final upon the Buyer.

9.4 The warranty periods shall not be extended or modified due to any warranty claims, repairs or replacements made under this section.

9.5 This warranty does not cover damage due to external causes, including accident, abuse, problems with electrical power, improper application and misuse, installation by parties other than installers, alterations, improper storage, servicing unauthorized by EVANS, neglect, problems caused by the use of parts and components not supplied by EVANS, or the effects of normal wear and tear.

9.6 The warranty on EVANS Urethane Ergonomic Waterfall Nosing is void and unenforceable if any ammonia based cleaners are used on the nosing and/or worksurface.

9.7 This warranty does not cover any consumable items such as, but not limited to, light bulbs, filters, and any third party software.

9.8 The provision of installation labor is at the sole discretion of EVANS, and is excluded on all buy-out products that are not directly incorporated into the design/manufacture of EVANS' custom-fabricated products.

9.9 Rights and benefits of this section are given solely to the original Buyer of the Work and may not be transferred or assigned to a third party without the prior written consent of EVANS.

9.10 a. All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Commonwealth of Virginia and exclusive jurisdiction of the state courts of Fairfax County, Virginia and the United States District Court for the Eastern District of Virginia, Alexandria Division, as appropriate, shall have exclusive jurisdiction regarding any related disputes.

b. All Purchase Orders entered by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, shall have exclusive jurisdiction regarding any related disputes.

10.0 Confidentiality

10.1 The Buyer agrees to maintain confidentiality with regard to secret, confidential, and proprietary information, as well as all trade secrets and intellectual property disclosed or developed by EVANS in connection with the Work or the Purchase Order, and shall require the similar undertaking from any employees, subcontractors, representatives or agents. Any drawings, plans and data, furnished by EVANS to the Buyer and all related technical and commercial information that the Buyer may receive in the course of the Purchase Order and the Work, shall be confidential and shall not be used for any purpose other than performing this contract. Such confidential information shall not be reproduced or copied by the Buyer without EVANS written consent and shall remain the sole property of EVANS, even upon completion of the Work and Purchase Order.

11.0 Jurisdiction

11.1 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Commonwealth of Virginia and exclusive jurisdiction of the state courts of Fairfax County, Virginia and the United States District Court for the Eastern District of Virginia, Alexandria Division, as appropriate, shall have exclusive jurisdiction regarding any related disputes.

11.2 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, shall be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, shall have exclusive jurisdiction regarding any related disputes.

12.0 Limitation of Liability

12.1 The parties agree to indemnify and hold harmless the other party from any and all claims for damage, loss, injury or expense, including reasonable attorney fees, to any property or persons, arising out of, or in any way incidental to the negligent performance of their respective obligations under the Purchase Order or by anyone for whom they are in law responsible.

12.2 EVANS does not provide professional architectural, electrical engineering, mechanical engineering or structural engineering services. EVANS shall be held harmless for such work based on design recommendations provided by the Buyer or Buyer's representatives during the course of the Purchase Order.

12.3 EVANS IS NOT LIABLE FOR ANY LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF ADVISED, OR OTHERWISE AWARE, OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE EXCLUSION OF SUCH DAMAGES IS INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE

TERMS AND CONDITIONS. IN NO EVENT SHALL EVANS' LIABILITY EXCEED THE VALUE OF THE PURCHASE ORDER.

13.0 Force Majeure

13.1 If, by reason of a force majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the Purchase Order, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable period of time. Upon such notice, the obligations of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the event then claimed, and such party shall endeavor to remove or overcome such inability with all reasonable diligence. The term force majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, insurrection, riots, epidemics, landslides, lightning storms, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, or any other causes not reasonable within the control of the party claiming the force majeure.

13.2 Each party shall take all commercially reasonable steps to mitigate any loss or damages as a result of the force majeure.

13.3 The Buyer shall pay for the portion of the Work completed and/ or delivered up until the point of delay by force majeure.

14.0 Termination

14.1 If the Buyer is in material breach of the Purchase Order and fails to remedy the breach within 10 days of written notice of the breach, EVANS may terminate this Purchase Order at their sole discretion. If the material breach continues, EVANS may terminate this Purchase Order and Buyer will be responsible for any costs incurred by EVANS in their performance under the Purchase Order to the date of termination.

14.2 The solvent party may terminate this Purchase Order upon written notice if the other party commits an act of insolvency or the Buyer is unable to produce satisfactory evidence of solvency at the request of EVANS.

15.0 Waiver

15.1 The failure of either party to enforce at any time any of the provisions of the Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any such failure prejudice the right of the party to take any action in the future to enforce any provision.

16.0 Survival & Severability

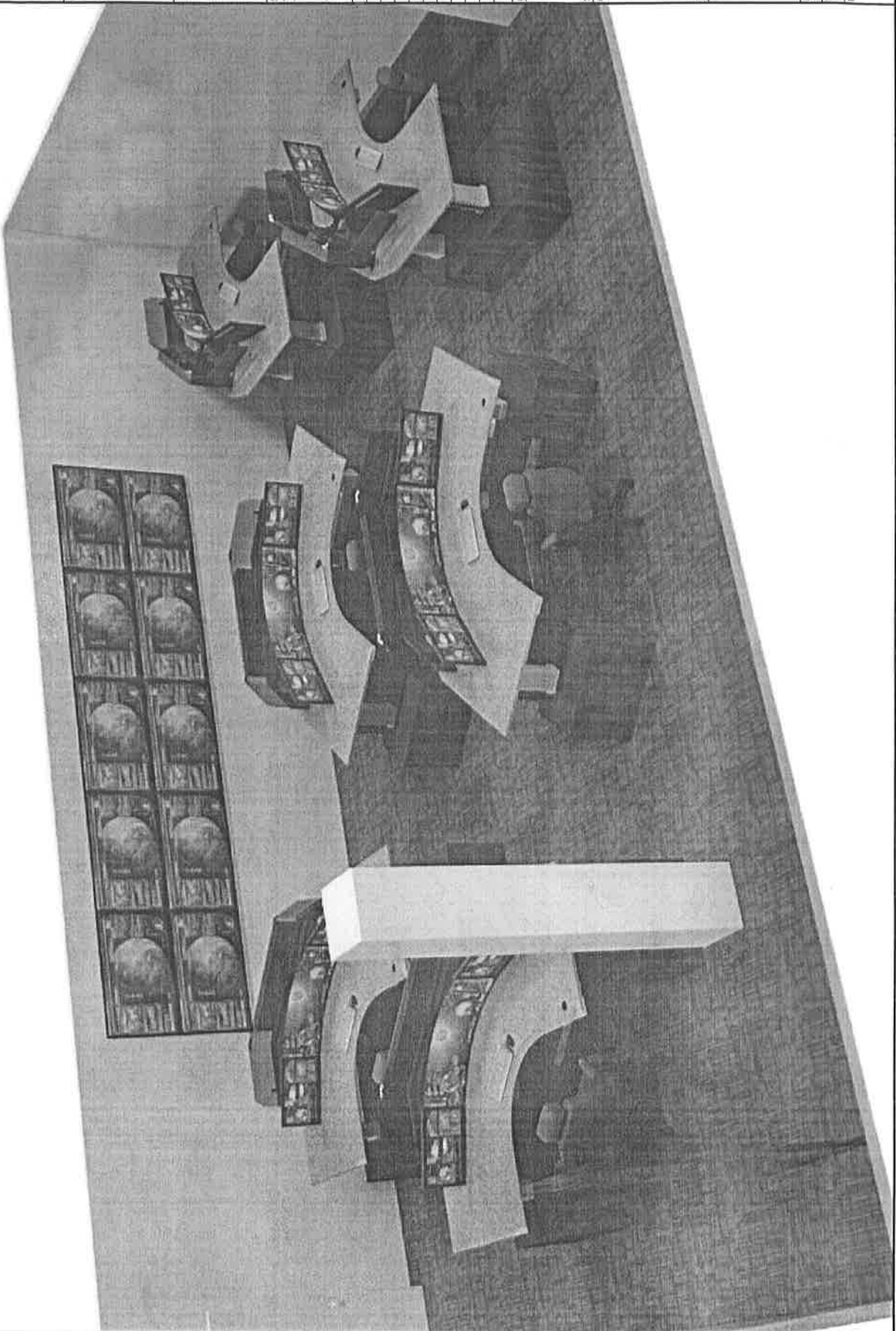
16.1 All provisions of these terms and conditions which by their nature should apply beyond its term will remain in force after any termination or expiration of the Purchase Order, including but not limited to sections 9, 10, 11, 12, 15 and 17.

16.2 If any provision of these terms and conditions are held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from these terms and conditions and the Purchase Order and the remaining provisions will remain in full force and effect.

17.0 Duties

17.1 Notwithstanding anything to the contrary contained in the Quotation, the Buyer and EVANS acknowledge and agree that outside of the United States and Canada, the price does not include any duties, levies, import charges or assessments levied or imposed by the relevant Government authorities upon the importation of the goods or services described in the Quotation. Any such duties, levies, import charges or assessments as are levied or imposed at any time hereafter by the Government upon the importation shall be paid by in whole by the Buyer. If such duties, levies, import charges or assessments are paid by EVANS, they shall be reimbursed by the Buyer to EVANS upon invoice thereof. The price set forth in the Quotation for the Work includes all transportation, carriage and insurance from EVANS' manufacturing facilities to the designated place or places for delivery specified in the Quotation.

Rev. July 21, 2020



PRODUCT RESPONSE NEXTGEN										
www.evansonline.com										
EVANS										
PROFESSIONAL STATEMENT: DRAWING AND RESPONSE PREPARED BY THE COMPANY OF EVANS AND COMPANY, INC. FOR THE USE OF THE CLIENT. WITH THE COMPANY'S WRITTEN PERMISSION.										
GENERAL NOTES: - DO NOT SCALE DRAWINGS - ALL ELECTRONIC EQUIPMENT IS SHOWN FOR REPRESENTATIONAL PURPOSES ONLY AND IS TO BE PROVIDED BY OTHERS UNLESS SPECIFIED OTHERWISE. DIMENSIONS SHOWN HAVE A CONSTRUCTION TOLERANCE OF .0175" PER 1 LINEAR FOOT OF COMPLETE PRODUCT.										
<table border="1"><tr><td>REV</td><td>DATE</td><td>BY</td></tr><tr><td>B</td><td>9/22/2021</td><td>W/TW</td></tr><tr><td>A</td><td>9/20/2021</td><td>W</td></tr></table>		REV	DATE	BY	B	9/22/2021	W/TW	A	9/20/2021	W
REV	DATE	BY								
B	9/22/2021	W/TW								
A	9/20/2021	W								
REVISION HISTORY										
CLIENT APPROVAL FOR PRODUCTION										
SIGNATURE / DATE										
CLIENT / PROJECT										
CITY OF HATTIESBURG PUBLIC SAFETY COMPLEX										
LOCATION: HATTIESBURG, MISSISSIPPI										
DRAWING										
ROOM RENDERING										
DATE	DRAWING NUMBER	REV								
9/22/2021	1 OF 7	B								
SCALE AS SHOWN										
EVANS PROJECT NUMBER										
21-5681-301										

PRODUCT

RESPONSE NEXT GEN



www.evansonline.com

EVANS

DESIGN & CONSTRUCTION SERVICES

PROPERTY STATEMENT
DRAWINGS AND DESIGNS ARE THE PROPERTY OF
EVANS AND SHALL NOT BE REPRODUCED OR
USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION
OF EVANS.

GENERAL NOTES

DO NOT SCALE DRAWINGS
ALL ELECTRONIC EQUIPMENT IS SHOWN FOR
REPRESENTATIONAL PURPOSES ONLY AND IS TO BE
PROVIDED BY OTHERS UNLESS SPECIFIED OTHERWISE.
DIMENSIONS SHOWN HAVE A CONSTRUCTION
TOLERANCE OF $\pm 1/16"$ PER 2 LINEAR FEET OF
CONSOLE PRODUCT.

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT PROJECT

CITY OF HATTIESBURG
PUBLIC SAFETY
COMPLEX

LOCATION: HATTIESBURG, MISSISSIPPI

DRAWING

ROOM RENDERING:2

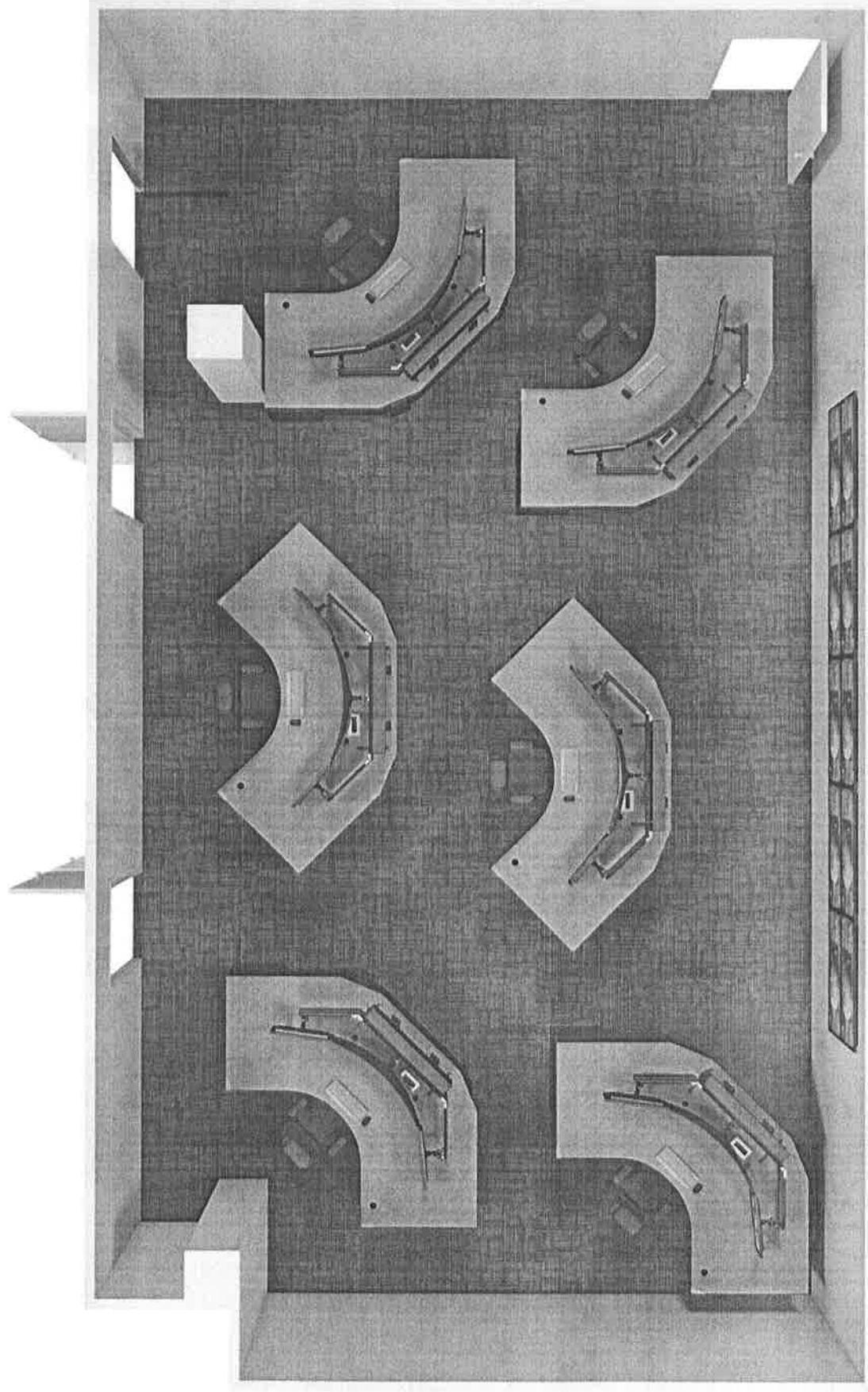
DATE 3/22/2021

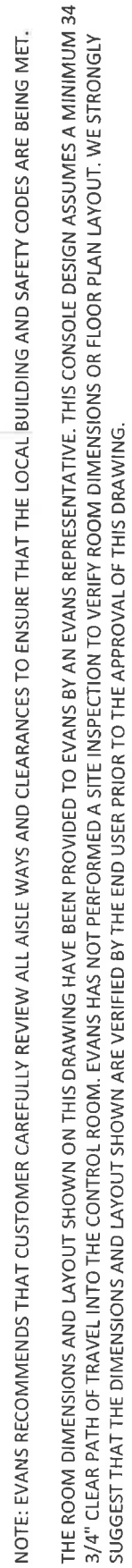
SCALE 2 OF 7

REV B

EVANS PROJECT NUMBER

21-5681-301





PRODUCT

RESPONSE NEXTGEN



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EVANS

2015 DESIGN CRITICAL ON 5/1/2017

PROPRIETARY STATEMENT

GENERAL NOTES

DO NOT SCALE DRAWINGS

ALL ELECTRICAL EQUIPMENT IS SHOWN FOR

REPRESENTATIONAL PURPOSES ONLY AND IS TO BE

PROVIDED BY OTHERS UNLESS SPECIFIED OTHERWISE.

DIMENSIONS SHOWN HAVE A CONSTRUCTION

TOLERANCE OF $\pm 1/16"$ PER 2 LINEAR FEET OF

CONSOLE PRODUCT.

REV

DATE

BY

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT

CITY OF HATTIESBURG
PUBLIC SAFETY
COMPLEX

LOCATION: HATTIESBURG, MISSISSIPPI

DRAWING

CONSOLE RENDERING

DATE

DRAWING NUMBER

REV

4 OF 7

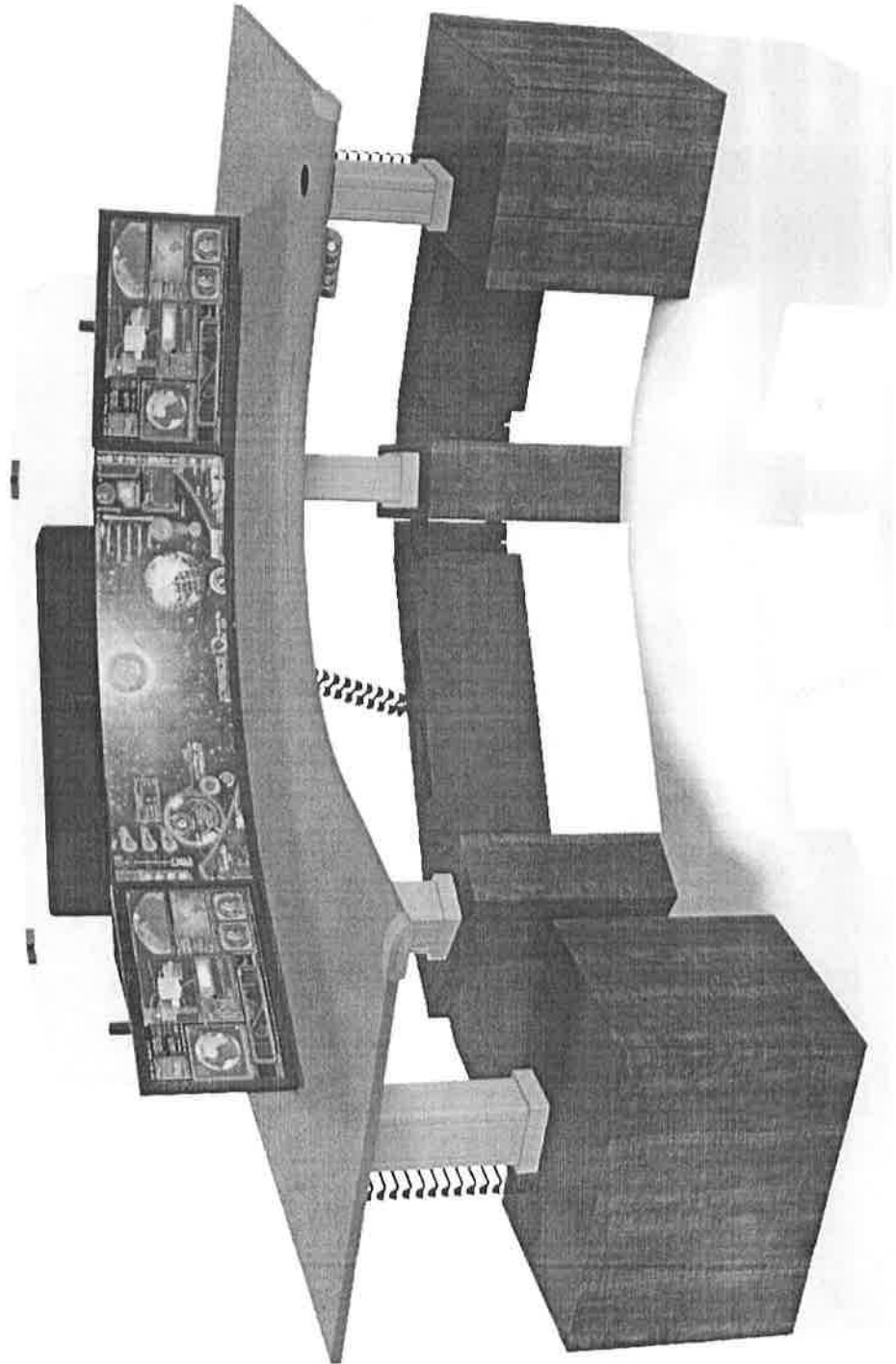
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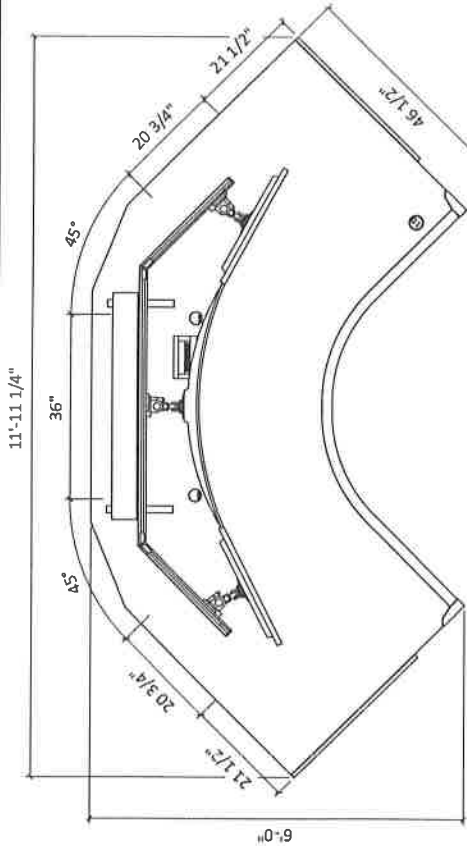
SCALE

AS SHOWN

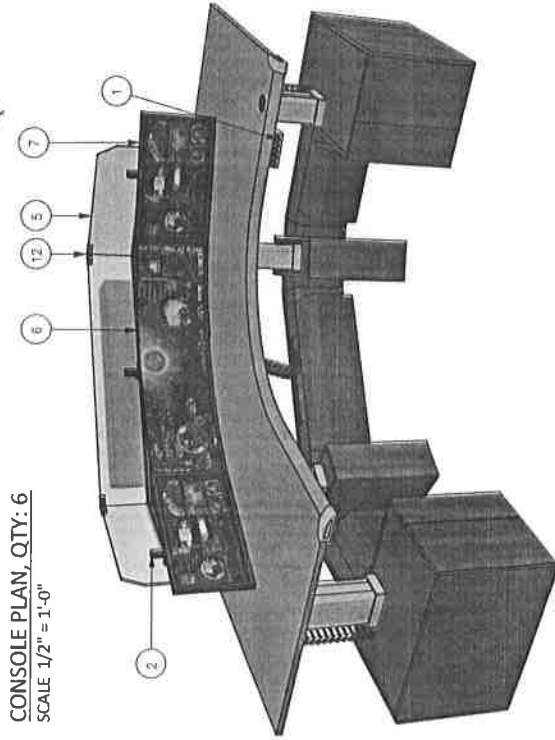
FWARD PROJECT NUMBER

21-5681-301

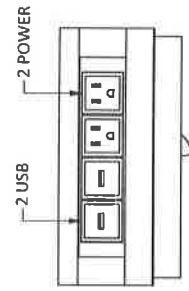




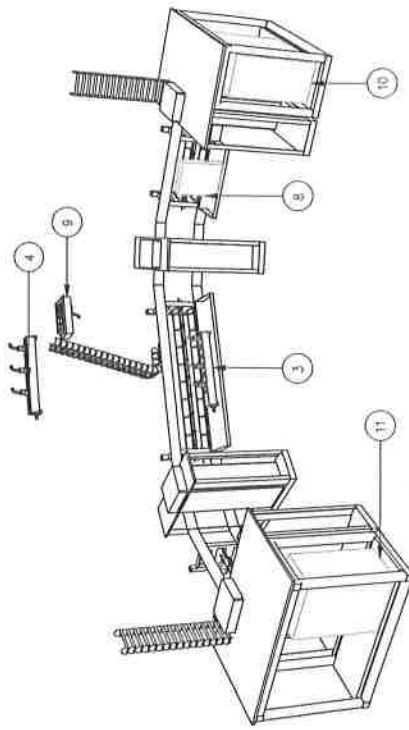
CONSOLE PLAN, QTY: 6
SCALE 1/2" = 1'-0"



CONSOLE PERSPECTIVE



POWER/DATA GROMMET
SCALE 3" = 1'-0"



BASE EQUIPMENT

COMBINED POWER DRAW	
DISCLAIMER	
THIS CONSOLE CONTAINS ELECTRICAL COMPONENTS OTHER THAN CLIENT INSTALLED DEVICES. THESE COMPONENTS HAVE A COMBINED POWER DRAW RATING REQUIRED TO FUNCTION AS DESIGNED. VARIANCES IN POWER DRAW CANNOT BE ENTIRELY PREDICTED DUE TO UNCONTROLLED CHANGES IN CLIENT LOADS. ENSURE LOCAL ELECTRICAL CODES PERTAINING TO POWER DISTRIBUTION ARE FOLLOWED WHEN ADDING LOADS TO ANY CONNECTED CONSOLE CIRCUITS.	
POWER DRAW	462 WATTS

LEGEND	
ITEM	QTY
1	1
2	3
3	1
4	1
5	1
6	1
7	2
8	1
9	1
10	1
11	1
12	2

DESCRIPTION	
1	UNDERCOUNTER MOUNTED LUMINILC SWITCH
2	SLATWALL/ SLATRAIL SINGLE TIER KNUCKLE ONLY, MONITOR ARMS(BY OTHERS)
3	NORTH AMERICA POWER BAR; 120V/15A, 6 OUTLETS, 6' POWER CORD, CSA/UL
4	NORTH AMERICA POWER BAR; 120V/15A, 8 OUTLETS, 15' POWER CORD, CSA/UL
5	UNITY ARM 2.0 LEVEL 4; AUTOMATIC HEIGHT ADJUSTMENT, MANUAL DEPTH ADJUSTMENT, WITH LUMINILC PANEL 8"(96")
6	47" MONITOR ON SLATRAIL TIER MONITOR ARM. (BY OTHERS)
7	27" MONITOR (DELL U2719D, BY OTHERS) ON SLATRAIL SINGLE TIER
8	MONITOR ARM MAX EQ: 40 LBS (18.1KG)
9	RECEIVER 9"H X 2"W X 7"D (BY OTHERS)
10	BYRNE GRMT, MHO (POP-UP), 4 PORTS, (2PWR, 2 USB PASSIVE), (SILVER ALUM) 180" CORD
11	PC TOWER 19"H X 8"W X 16.5"D (BY OTHERS)
12	PC TOWER 16"H X 8"W X 12"D (BY OTHERS)
12	ADJUSTABLE GLASS CLAMP – BRUSHED NICKEL

PRODUCT RESPONSE NEXGEN

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DESIGN & CONSTRUCTION OPTICAL OPTIMIZATION

EXPERIMENTAL STATEMENT

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REV	DATE	BY
B	9/27/2021	W/TW
A	9/27/2021	W

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT

CITY OF HATTIESBURG
PUBLIC SAFETY
COMPLEX

LOCATION: HATTIESBURG, MISSISSIPPI

DRAWING

CONSOLE DETAILS

DATE	9/27/2021	REV	B
SCALE	AS SHOWN	DRAWING NUMBER	5 OF 7
EVANS PROJECT NUMBER	21-5681-301		

NOTE: MONITOR SPECS REQUIRED PRIOR TO SIGN-OFF.

Technical drawing of the 31" Kneewell Depth unit, showing front and side views with dimensions.

Front View Dimensions:

- Overall Width: 64 1/4"
- Overall Depth: 31" KNEEWELL DEPTH
- Top Section Width: 27 3/4"
- Top Section Depth: 45 1/4"
- Bottom Section Width: 14 1/4"
- Bottom Section Depth: 19" MIN - 27" MAX
- Side Panel Depth: 25 1/2" MAX - 17 1/2" MIN

Side View Dimensions:

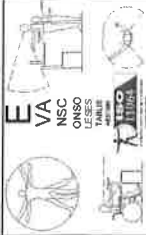
- Overall Width: 64 1/4"
- Overall Depth: 31" KNEEWELL DEPTH
- Top Section Width: 27 3/4"
- Top Section Depth: 45 1/4"
- Bottom Section Width: 14 1/4"
- Bottom Section Depth: 19" MIN - 27" MAX
- Side Panel Depth: 25 1/2" MAX - 17 1/2" MIN

CONSOLE SECTION

DATE: 9/22/2021	DRAWING NUMBER 6 OF 7	REV B
SCALE AS SHOWN	EVANS PROJECT NUMBER	

21-5681-301

RESPONSE NEXTGEN



PRODUCT
CERTIFIED FOR
LOW CHEMICAL
EMISSIONS
UL COWDQ
UL 2818

GREENGUARD

FSC
COCOA BEAN
CERTIFIED AS
SUSTAINABLE
FSC
C21498

60 800	150 1400	150 4500
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DIMENSIONS SHOWN HAVE A CONSTRUCTION
TOLERANCE OF $\pm 1/16"$ PER 2' LINEAR FEET OF

CONSOLE PRODUCT.

[illegible]

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

— 22 —

SIGNATURE / DATE

CLIENT / PROJECT

CITY OF HATTIESBURG
PUBLIC SAFETY
COMPLEX

LOCATION: HATTIESBURG, MISSISSIPPI

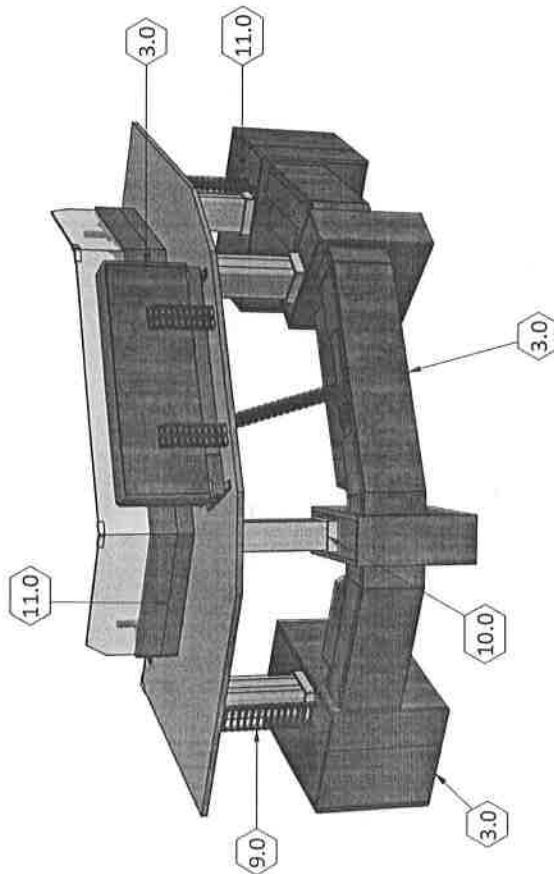
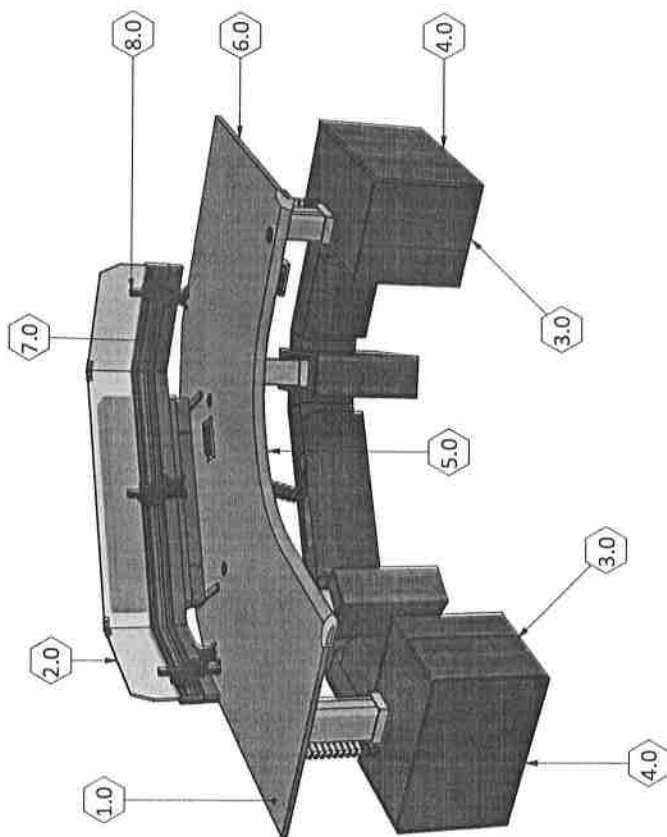
TSAI WING

FINISH SCHEDULE

ITEM	NAME	SELECTED FINISH
1.0	WORK SURFACES	HPL - Wilsonart Steel Mesh 4879-38
2.0	LUMILING PANEL	9mm Thick Extruded Clear Acrylic
3.0	FRONT & REAR PANELS	HPL - Wilsonart Ebony Char 8205K-16
4.0	END PANELS	HPL - Wilsonart Ebony Char 8205K-16
5.0	WORK SURFACE NOSING	Grey Soft Urethane
6.0	WORK SURFACE PVC EDGING	Grey (Storm)
7.0	SLATRAIL INSERT	HPL - Wilsonart Black 1595-60
8.0	E-ARMS	Black
9.0	E-CHAINS	Black
10.0	LIFT COLUMNS	Silver
11.0	EXTERNAL METAL SURFACES	XP Black Sandtex
NOTE:	INTERNAL FRAME AND ACCESSORIES	XP Black Sandtex & Natural Aluminum

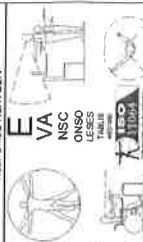
NOTE:	INTERNAL FRAME AND ACCESSORIES	XP Black Sandtex & Natural Aluminium
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ELECTRICAL COMPONENTS
ARE BASED ON:
120V/60Hz
TYPE: NEMA 5-15



RESPONSE NEXT GEN:

W



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DESIGNS & EQUIVALENCES CRITICAL OPERATIONS
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DIMENSIONS SHOWN HAVE A CONSTRUCTION
TOLERANCE OF $\pm 1/16"$ PER 2 LINEAR FEET OF
CONTROL PRODUCT.

[illegible]

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

ACKNOWLEDGMENTS

Student / Scientist

CITY OF HATTIESBURG
PUBLIC SAFETY
COMPLEX

LOCATION: NATTIESBURG, MISSISSIPPI

FINISH SCHEDULE

DATE 9/27/2023	DRAWING NUMBER 7 OF 7	REV B
OWNER'S PROJECT NUMBER		

21-5681-301



Project Name: **Hattiesburg Public Safety Complex**
Project Location: Hattiesburg, Mississippi, United States

Project Number: 21-5681 Phase 1 Revision 2
Issue Date: September 08, 2021

Sales Lead: Steve Whitley

Project Manager: Ashlee Townsend

Manufactured Product				
	Code	Unit Price	Qty	Extended Price
Sit-Stand Operator Console	RSPNG-C	22,346.48	6	134,078.87
Sub-Total				134,078.87
Logistics				
Packaging				Included
Freight				11,933.02
Install				11,933.02
Sub-Total				23,866.04
Project Total Base Console (USD, All Sales Taxes Excluded)				157,944.91

Shipping INCO Terms: CIP to Hattiesburg, Mississippi, United States

Payment Terms:

30% due upon Sign Off, NET 30

70% due upon Shipment of Work, NET 30

Quote is NOT valid without the Evans Terms & Conditions document.

Quote validity period is 90 days for product and 30 days for transportation and install. See Evans Terms & Conditions document for more details.

Evans accepts all major credit cards subject to service fees.

P.O. #: _____

☐

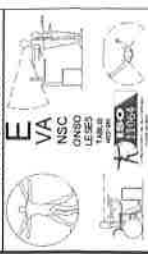
Accept Evans Terms and Conditions

Accepted by: _____

Date: _____

PRODUCE

RESPONSE NEXTGEN



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PROVIDED BY OTHERS UNLESS SPECIFIED OTHERWISE.
DIMENSIONS SHOWN HAVE A CONSTRUCTION
TOLERANCE OF $\pm 1/16"$ PER 2 LINEAR FEET OF
CONSOLE PRODUCT.

REV	CONV	DATE	BY
1	1ST RELEASE	5/22/2021	W/TW
2	2ND RELEASE	5/22/2021	W

REVISION HISTORY
CLIENT APPROVAL FOR PRODUCTION

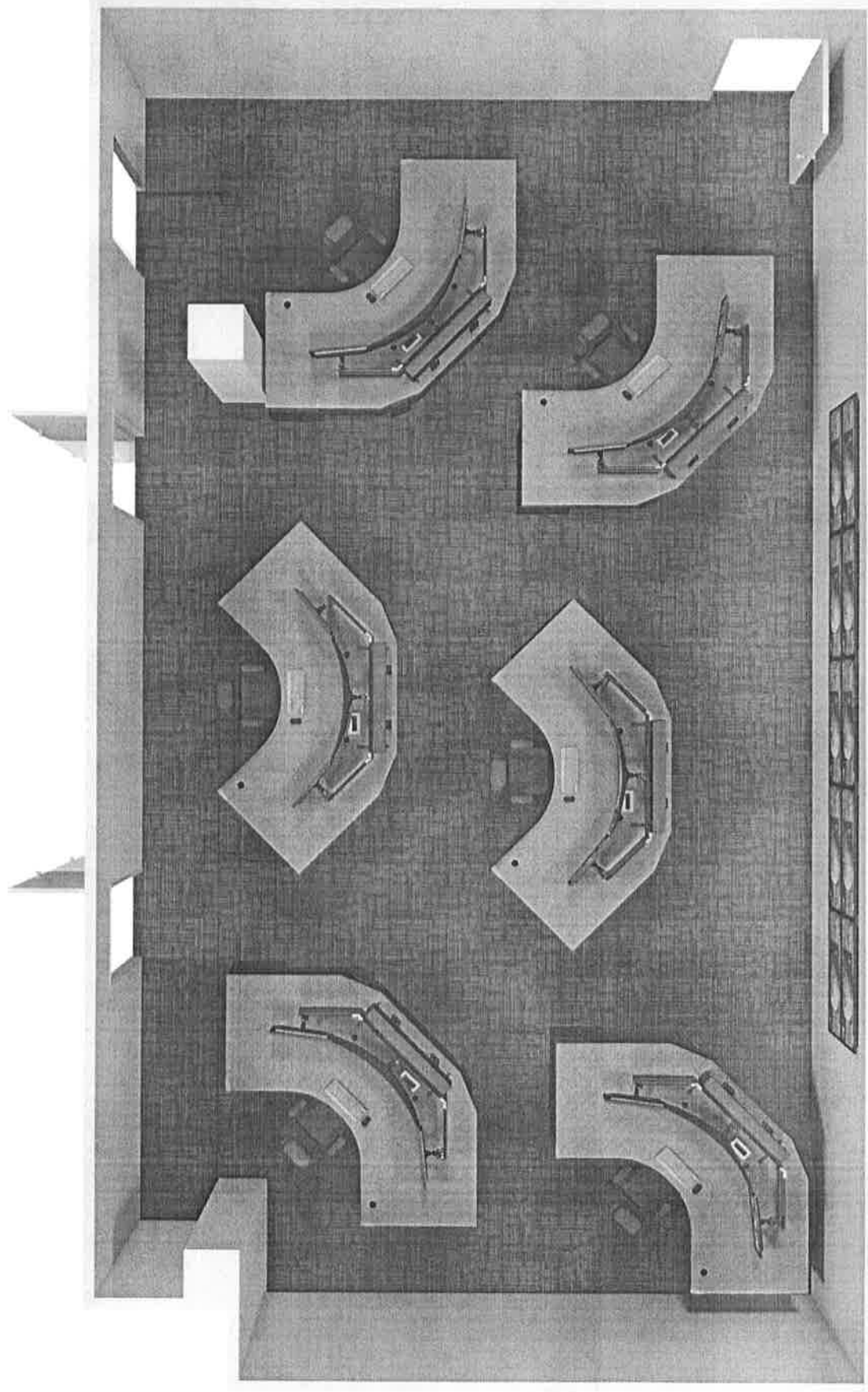
SIGNATURE / DATE
CLIENT / PROJECT

CITY OF HATTIESBURG
PUBLIC SAFETY
COMPLEX
LOCATION: HATTIESBURG, MISSISSIPPI
DRAWING

ROOM RENDERING: 2

DATE	DRAWING NUMBER	REV
5/22/2021	2 OF 7	B
SCALE	AS SHOWN	
EVANS PROJECT NUMBER		

21-5681-301



PRODUCT

RESPONSE NEXTGEN



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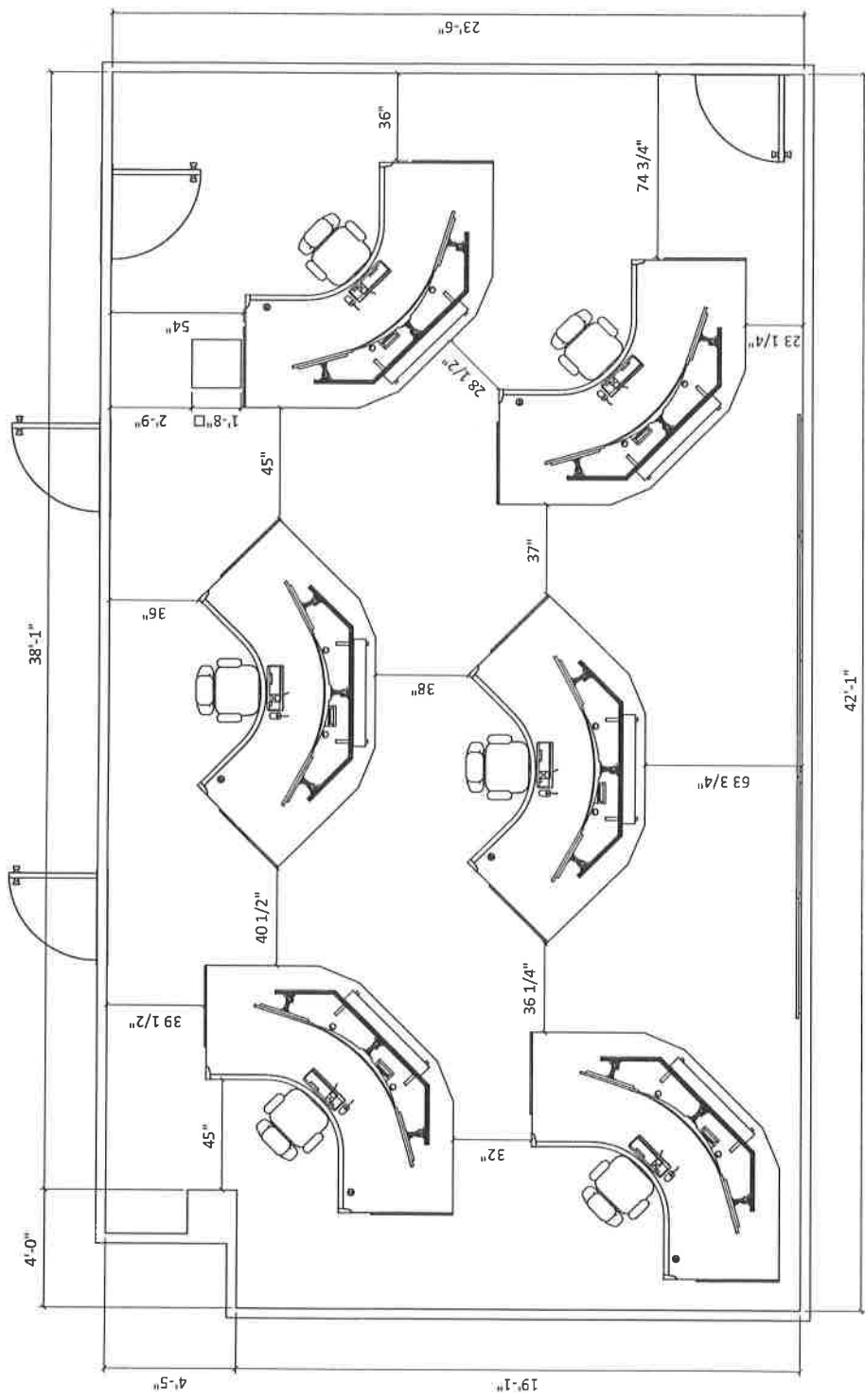
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NOTE: EVANS RECOMMENDS THAT CUSTOMER CAREFULLY REVIEW ALL AISLE WAYS AND CLEARANCES TO ENSURE THAT THE LOCAL BUILDING AND SAFETY CODES ARE BEING MET.

THE ROOM DIMENSIONS AND LAYOUT SHOWN ON THIS DRAWING HAVE BEEN PROVIDED TO EVANS BY AN EVANS REPRESENTATIVE. THIS CONSOLE DESIGN ASSUMES A MINIMUM 34 3/4" CLEAR PATH OF TRAVEL INTO THE CONTROL ROOM. EVANS HAS NOT PERFORMED A SITE INSPECTION TO VERIFY ROOM DIMENSIONS OR FLOOR PLAN LAYOUT. WE STRONGLY SUGGEST THAT THE DIMENSIONS AND LAYOUT SHOWN ARE VERIFIED BY THE END USER PRIOR TO THE APPROVAL OF THIS DRAWING.

PRODUCT

RESPONSE NEXTGEN



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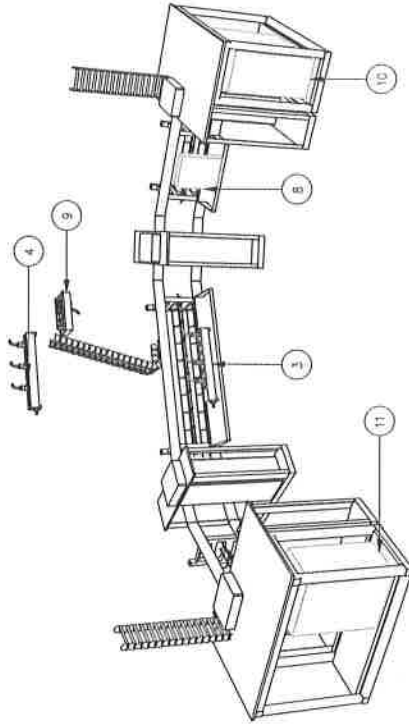
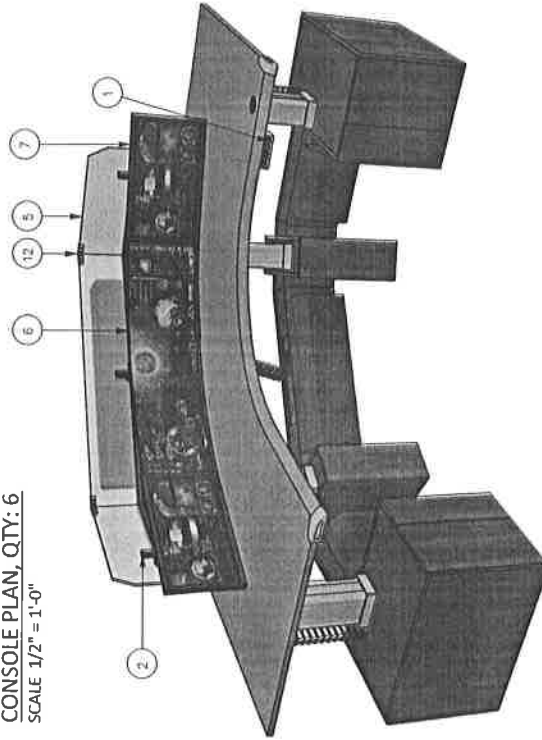
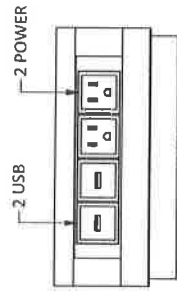
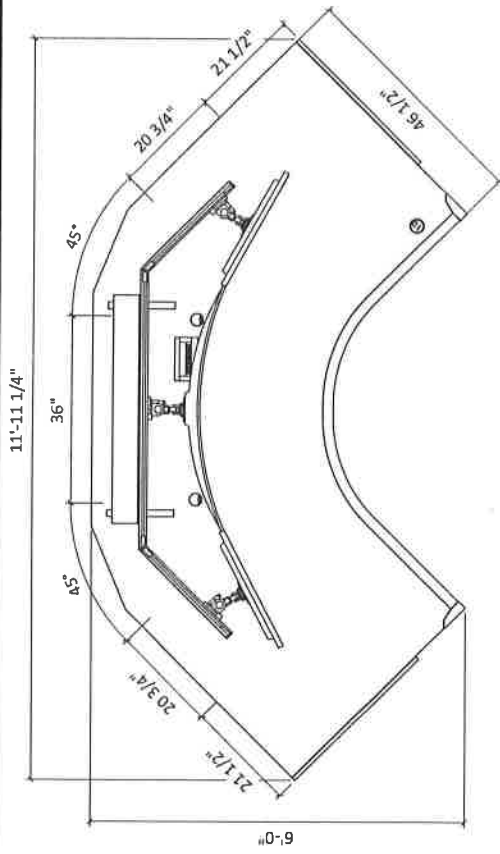
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PRODUCT	RESPONSE NKTGEN																					
 																						
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<table><tr><td>B</td><td>SECOND RELEASE</td><td>9/22/2021</td><td>WTV</td></tr><tr><td>A</td><td>FIRST RELEASE</td><td>9/20/2021</td><td>W</td></tr><tr><td>REV</td><td>COMMENT</td><td>DATE</td><td>BY</td></tr></table>											B	SECOND RELEASE	9/22/2021	WTV	A	FIRST RELEASE	9/20/2021	W	REV	COMMENT	DATE	BY
B	SECOND RELEASE	9/22/2021	WTV																			
A	FIRST RELEASE	9/20/2021	W																			
REV	COMMENT	DATE	BY																			
CLIENT APPROVAL FOR PRODUCTION																						
SIGNATURE / DATE																						
CLIENT / PROJECT																						
CITY OF HATTIESBURG																						
PUBLIC SAFETY																						
COMPLEX																						
LOCATION: HATTIESBURG, MISSISSIPPI																						
DRAWING																						
CONSOLE DETAILS																						
DATE	1/27/2022	DRAWING NUMBER	REV																			
SCALE	AS SHOWN	5 OF 7	B																			
EVANS PROJECT NUMBER				21-5681-301																		

COMBINED POWER DRAW	
DISCLAIMER	POWER DRAW
THIS CONSOLE CONTAINS ELECTRICAL COMPONENTS OTHER THAN CLIENT INSTALLED DEVICES. THESE COMPONENTS HAVE A COMBINED POWER DRAW RATING REQUIRED TO FUNCTION AS DESIGNED. VARIANCES IN POWER DRAW CANNOT BE ENTIRELY PREDICTED DUE TO UNCONTROLLED CHANGES IN CLIENT LOADS. ENSURE LOCAL ELECTRICAL CODES PERTAINING TO POWER DISTRIBUTION ARE FOLLOWED WHEN ADDING LOADS TO ANY CONNECTED CONSOLE CIRCUITS.	
462 WATTS	

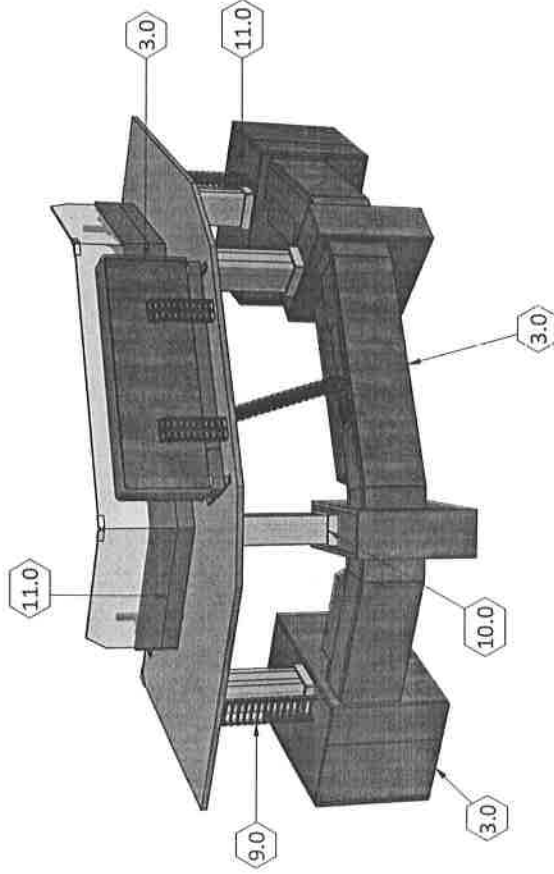
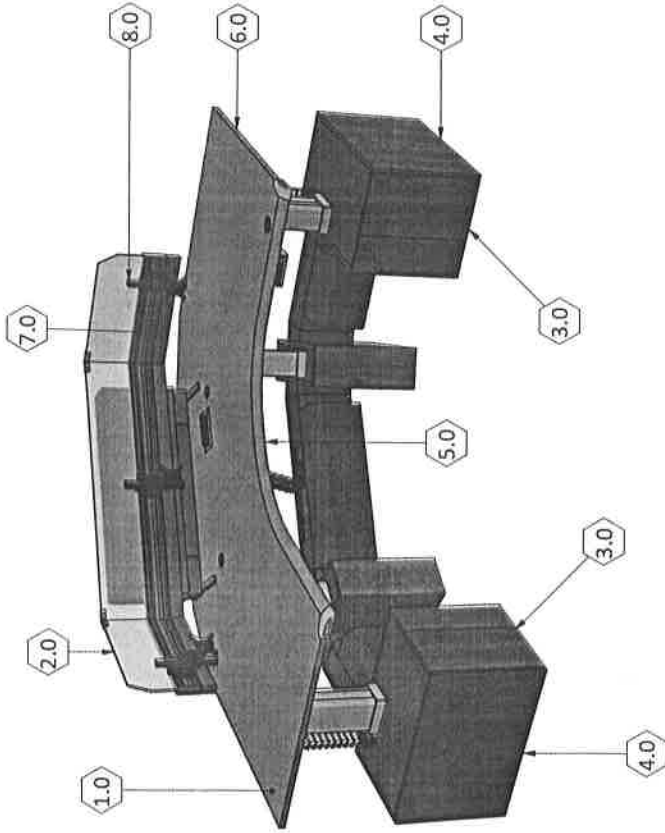
DATE: 9/27/2022		DRAWING NUMBER: 5 OF 7	REV: B
SCALE: AS SHOWN			
EVANS PROJECT NUMBER: 21-5681-301			

NOTE: MONITOR SPECS REQUIRED PRIOR TO SIGN-OFF.

FINISH SCHEDULE

ITEM	NAME	SELECTED FINISH
1.0	WORK SURFACES	HPL - Wilsonart Steel Mesh 4879-38
2.0	LUMILINC PANEL	9mm Thick Extruded Clear Acrylic
3.0	FRONT & REAR PANELS	HPL - Wilsonart Ebony Char 8205K-16
4.0	END PANELS	HPL - Wilsonart Ebony Char 8205K-16
5.0	WORK SURFACE NOSING	Grey Soft Urethane
6.0	WORK SURFACE PVC EDGING	Grey (Storm)
7.0	SLATRAIL INSERT	HPL - Wilsonart Black 1595-60
8.0	E-ARMS	Black
9.0	E-CHAINS	Black
10.0	LIFT COLUMNS	Silver
11.0	EXTERNAL METAL SURFACES	XP Black Sandtex
NOTE: INTERNAL FRAME AND ACCESSORIES		XP Black Sandtex & Natural Aluminum

ELECTRICAL COMPONENTS
ARE BASED ON:
120V/60Hz
TYPE: NEMA 5-15



RESPONSE NERTGEN

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PRODUCT: E VA NSC ONSO TABLE 100" WIDE 48" DEEP 30" HIGH

PROJECT: CITY OF HATTIESBURG PUBLIC SAFETY COMPLEX

DATE: 9/22/2021

BY: [Signature]

REVISION HISTORY

REV	DATE	BY	COMMENT
1	9/22/2021	NTW	SECOND RELEASE
2	9/22/2021	NTW	FIRST RELEASE

CITY OF HATTIESBURG
PUBLIC SAFETY
COMPLEX

LOCATION: HATTIESBURG, MISSISSIPPI

FINISH SCHEDULE

DATE: 9/22/2021
SCALE: AS SHOWN
DRAWING: 21-5681-301



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 7, 2021

Re: Acknowledge receipt of an Airport Rescue Grant (ARPA KW2022) in the amount of \$32,000.00 from the Federal Aviation Administration (FAA) and ratify the Mayor's signature on the associated Grant Agreement.
File Number: 2021-1366
Minute Book #

Summary

Acknowledge receipt of an Airport Rescue Grant (ARPA KW2022) in the amount of \$32,000.00 from the Federal Aviation Administration (FAA) and ratify the Mayor's signature on the associated Grant Agreement.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 7, 2021 City Council meeting for consideration.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Mississippi

FAA JAN ADO
100 West Cross Street
Suite B
Jackson, MS 39208

Airport Rescue Grant Transmittal Letter

November 8, 2021

The Honorable Toby Barker
Mayor, City of Hattiesburg
tbarker@hattiesburgms.com

Dear Mayor Barker:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-28-0031-031-2022 for Hattiesburg Bobby L. Chain Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 8, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "R D Black". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Rans D. Black
Manager, Jackson Airports District Office

Enclosure (1)

CC:

Josh Stubbs, MDOT Aeronautics
Lamar Rutland, City of Hattiesburg
Sharon Hensarling, City of Hattiesburg



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date November 8, 2021

Airport/Planning Area Hattiesburg Bobby L. Chain Municipal Airport

Airport Rescue Grant No. 3-28-0031-031-2022

Unique Entity Identifier 079448130

TO: CITY OF HATTIESBURG, MISSISSIPPI

(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated October 20, 2021, for a grant of Federal funds at or associated with the Hattiesburg Bobby L. Chain Municipal Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Hattiesburg Bobby L. Chain Municipal Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Hattiesburg Bobby L Chain Municipal incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$32,000, allocated as follows:

\$32,000 ARPA KW2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before December 8, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
 - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

- A. Associated with performance under this Airport Rescue Grant; or
- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. **Time Limitation for Submittal of a Complaint** — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. **Required Actions of the Inspector General** — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 8, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Rans D. Black

(Typed Name)

Manager, Jackson Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated November 9, 2021

CITY OF HATTIESBURG, MISSISSIPPI

(Name of Sponsor)



Toby Barker (Nov 9, 2021 10:39 CST)

(Signature of Sponsor's Designative Official/Representative)

By: Toby Barker

(Type Name of Sponsor's Designative Official/Representative)

Title: Mayor - City of Hattiesburg

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Moran M Pope III, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at November 9, 2021

By: Moran M Pope III
 Moran M Pope III (Nov 9, 2021 10:43 CST)
 (Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Hattiesburg, Mississippi, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of October 20, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, December 7, 2021

Re: Authorize the Mayor to consent and approve and the City Clerk to attest the attached Assignment and Assumption of Lease from The Merchants Company to MFSM LLC, as provided for in the Lease dated July 22, 1957, entered into by and between the City of Hattiesburg, Mississippi, as Lessor, and Dixie Aluminum Corporation, as Lessee, (the "1957 Lease"), which was recorded in Land Deed Book 188 at Page 382 in the Office of the Chancery Clerk of Forrest County, Mississippi, and in the Supplemental Lease Agreement dated November 1, 1986, entered into by and between the City of Hattiesburg, Mississippi, as Issuer, and The Merchants Company, as Company, (the "Supplemental Lease"), which was recorded in Land Deed Book 578 at Page 305 in the Office of the Chancery Clerk of Forrest County, Mississippi
File Number: 2021-1378
Minute Book #

Summary

Authorize the Mayor to consent and approve and the City Clerk to attest the attached Assignment and Assumption of Lease from The Merchants Company to MFSM LLC, as provided for in the Lease dated July 22, 1957, entered into by and between the City of Hattiesburg, Mississippi, as Lessor, and Dixie Aluminum Corporation, as Lessee, (the "1957 Lease"), which was recorded in Land Deed Book 188 at Page 382 in the Office of the Chancery Clerk of Forrest County, Mississippi, and in the Supplemental Lease Agreement dated November 1, 1986, entered into by and between the City of Hattiesburg, Mississippi, as Issuer, and The Merchants Company, as Company, (the "Supplemental Lease"), which was recorded in Land Deed Book 578 at Page 305 in the Office of the Chancery Clerk of Forrest County, Mississippi

Recommendation Statement

I recommend the consent and approval of this lease assignment.

Please place this on the December 7, 2021 City Council meeting for consideration.

Prepared by and Return to:

Joe D. Stevens

Wise Carter Child & Caraway, P.A.

P.O. Box 990

Hattiesburg, MS 39403-0990

(601)582-5551

Indexing Instructions: Index under

Part of the SE ¼ of Section 15,

Township 4 North, Range 13 West,

Forrest County, Mississippi

ASSIGNMENT AND ASSUMPTION OF LEASE

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 Assignor:

THE MERCHANTS COMPANY

1100 Edwards Street

Hattiesburg, MS 39401

(601)583-4351

does hereby bargain, sell, assign, convey and transfer unto the below named Assignee:

MFSM LLC

1 Deer Valley Ct.

Hattiesburg, MS 39402

(601)549-3329

all of the Assignor's right, title and interest in and to the following, to-wit:

1. That certain Lease dated July 22, 1957, entered into by and between the City of Hattiesburg, Mississippi, as Lessor, and Dixie Aluminum Corporation, as Lessee, (the "1957 Lease"), which was recorded in Land Deed Book 188 at Page 382 in the Office of the Chancery Clerk of Forrest County, Mississippi, as the same related to that certain 11.11 acres, more or less, parcel described in the 1957 Lease, as more particularly described in Exhibit A, attached hereto, which 1957 Lease was assigned unto Assignor by Robert A. Morgan, Trustee of Dixie Aluminum Corporation, under corporate reorganization proceedings in bankruptcy court, via a Trustee's Assignment of Lease Contract dated March 27, 1961, and recorded in Land Deed Book 231 at Page 597 in the Office of the Chancery Clerk of Forrest County, Mississippi; and
2. That certain Supplemental Lease Agreement dated November 1, 1986, entered into by and between the City of Hattiesburg, Mississippi, as Issuer, and The Merchants Company, as Company, (the "Supplemental Lease"), which was recorded in Land Deed Book 578 at Page 305 in the Office of the Chancery Clerk of Forrest County, Mississippi, as the same relates to that certain 14.8 acres, more or less, parcel described in the Supplemental Lease, as more particularly described in Exhibit B, attached hereto, which Supplemental Lease related to the Issuer's issuance of industrial revenue bonds to provide funds for the Company's expansion of the Project described in the 1957 Lease, said expansion consisting of a Building and Leased Equipment.

Assignee hereby accepts the assignment of the 1957 Lease and the Supplemental Lease, and all right, title and interest related thereto, and hereby agrees to assume and discharge in accordance with the terms of each said lease, all obligations thereunder from and after the date hereof.

Assignor confirms that it has discharged all of its obligations under the terms of the 1957 Lease and the Supplemental Lease through the date hereof and is not aware of any breach of the terms of the 1957 Lease or the Supplemental Lease by either it or the City of Hattiesburg, Mississippi.

This Assignment shall inure to the benefit of the Assignee, its successors and assigns, and shall be binding on the Assignor and its successors and assigns.

Assignee hereby agrees to indemnify and hold Assignor harmless from any and all costs, liabilities, damages, expenses, including attorney's fees and expenses, claims and fines arising out of or in any way related to Assignee's failure to perform any of the obligations under the 1957 Lease and the Supplemental Lease accruing on or after the date hereof.

The City of Hattiesburg, Mississippi, as Lessor under the 1957 Lease and as Issuer under the Supplemental Lease, hereby consents to the assignment and assumption described hereunder and authorizes The Merchants Company to assign all of its right, title and interest in said leases to MFSM LLC.

EXECUTED this the ____ day December, 2021.

ASSIGNOR:

THE MERCHANTS COMPANY

By: _____
Andrew B. Mercier, President/CEO

ASSIGNEE:

MFSM LLC

By: _____
Robert O. Tatum, Manager

CONSENT AND APPROVAL:

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Toby Barker, Mayor

ATTEST:

Kermas Eaton, City Clerk

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 December, 2021, within my jurisdiction, the within named Andrew B. Mercier, who acknowledged that he is President/CEO of THE MERCHANTS COMPANY, a Mississippi corporation, and as the act and deed of said corporation, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of December, 2021, within my jurisdiction, the within named Robert O. Tatum, who acknowledged that he is Manager of MFSM LLC, a Mississippi 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.

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 December, 2021, within my jurisdiction, the within named Toby Barker and Kermas Eaton, who acknowledged that they are the Mayor and City Clerk, respectively, of THE CITY OF HATTIESBURG, MISSISSIPPI and as the act and deed of said City, they executed the above and foregoing instrument, after first having been duly authorized by the City Council so to do.

Notary Public

My Commission Expires:

EXHIBIT A

1957 LEASE LEGAL DESCRIPTION

Commencing at the Northwest corner of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 15, Township 4 North, Range 13 West, Forrest County, Mississippi, run South 89 degrees 39 minutes West for 212.8 feet to the East boundary line of Edwards Street, thence run South for 50 feet along said East boundary line of Edwards Street to the point of beginning and from this point of beginning run North 89 degrees 39 minutes East for 703.4 feet, thence run South 17 degrees 48 minutes East along a line which is parallel to and 100 feet Southwesterly of the Westerly Right of Way line of the G. & S. I. Railroad for 798.6 feet, thence run South 51 degrees 12 minutes West for 315.8 feet to the Easterly Right of Way line of the B. & H. S. Railroad, thence run North 38 degrees 48 minutes West along above said Easterly Right of Way line of the B. & H. S. Railroad for 1120 feet to a point on the East boundary line of Edwards Street, thence run North along said East boundary line of Edwards Street for 81.95 feet to the point of beginning, said parcel of land containing 11.11 acres, more or less, all being in the North Half of the SE $\frac{1}{4}$, Section 15, Township 4 North, Range 13 West, Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

EXHIBIT B

SUPPLEMENTAL LEASE LEGAL DESCRIPTION

A part of the North half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 15, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the Northwest Corner of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ of the SE $\frac{1}{4}$) and thence run South 89 degrees 39 minutes West along the North line of the Northwest Quarter for the Southeast Quarter (NW $\frac{1}{4}$ of the SE $\frac{1}{4}$) of said Section 15 for 212.8 feet to the East boundary line of Edwards Street, thence run South along the East boundary line of Edwards Street for 50 feet to and for the Point of Beginning, thence run North 89 degrees 39 minutes East for 808.2 feet to the intersection with the Southwesterly right-of-way line of the Illinois Central Gulf Railroad Company, thence run South 17 degrees 48 minutes West along the Southwesterly right-of-way line of said Railroad for 1012.8 feet, thence run South 72 degrees 12 minutes West for 344 feet to the intersection with the Northeasterly right of way line of the Old Bonhomie and Hattiesburg Southern Railroad Company, now the Illinois Central Gulf Railroad Company, thence run North 38 degrees 48 minutes West along the said right-of-way line for 1261.8 feet to a point on the East boundary line of Edwards Street, thence run North along the East boundary line of Edwards Street for 81.95 feet to the Point of Beginning, and comprising 14.81 acres, more or less.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, December 7, 2021

Re: Authorize City Attorney to execute two Subdivision Settlement Participation Forms in connection with Opioid litigation.
File Number: 2021-1396
Minute Book #

Summary

Authorize City Attorney to execute two Subdivision Settlement Participation Forms in connection with Opioid litigation.

Recommendation Statement

I recommend this item be added to the agenda for consideration.

Please place this on the December 7, 2021 City Council meeting for consideration.

NATIONAL OPIOID LITIGATION

VIA EMAIL & U.S. MAIL

Moran M. Pope, III
City Attorney
Post Office Box 17527
Hattiesburg, MS 39404-7527

Re: National Opioid Distributor and J&J Settlements

Dear Moran M. Pope, III:

We write to provide you an update regarding the proposed settlements from AmerisourceBergen, Cardinal Health, and McKesson (“Distributors”) and Janssen/Johnson & Johnson (“J&J”) (collectively, “Settling Defendants”). The proposed settlements are complex, the circumstances are evolving, and we are working to give you the necessary information and instructions to help you take appropriate action to protect your rights and maximize the available settlement benefits.

We previously informed you that notices would be sent out from attorneys general to inform local governments how to register to receive Participation Agreements. We explained that attorneys general would request that local governments execute Participation Agreements through an electronic DocuSign process. Execution of the Participation Agreements serves to release all opioid claims against the Settling Defendants.

Allocation Agreements

Logistically, settlement funds will flow into the state and then be allocated between the state and its local governments. Many states have entered into allocation agreements with their local governments that seek to fairly apportion settlement funds between the state and its local governments. Without an allocation agreement, a default allocation would be imposed. While the default allocation may be appropriate in some situations, it is often beneficial to negotiate a state-specific allocation agreement that dictates how funds are distributed.

Although the local governments are still working with the state to ensure a fair and equitable agreement to allocate opioid settlement funds between the state and its local governments, one has not been reached. However, you may receive a DocuSign email asking you to sign Participation Agreements from the national settlement administrator. We ask that you DO NOT execute the standard Participation Agreements. Instead, for the reasons provided below, we drafted the attached modified Participation Agreements for you to execute. The modified Participation Agreements make your participation in the proposed settlements conditioned on the state reaching an agreed-upon allocation agreement with its local governments.



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NATIONAL OPIOID LITIGATION

The allocation of settlement funds between the state and local governments is important as it dictates how the funds are spent. We have modified the standard agreement, as we want to ensure that the local governments will have an equitable and fair allocation of the funds to address the impact that was caused by the national opiate epidemic. By signing the modified agreements, it will set the stage for us to continue to negotiate a fair and equitable allocation agreement for both the state and the local governments.

With the above in mind, the attached Participation Agreements state as follows:

This Participation Form is conditioned on the Governmental Entity identified above entering into an agreement with the State of Mississippi (“State”) concerning the allocation of opioid settlements with the State (“Allocation Agreement”). The effective date of this Participation Form shall be the date on which the State and the Governmental Entity identified above enter into an Allocation Agreement. In the event that the State does not enter into an Allocation Agreement with the Governmental Entity identified above, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Mississippi, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

We will provide you with a further update as soon as the state agrees to allocation agreement terms that we can recommend to you.

Subdivision Participation

In addition to the above, we also included a condition in the Participation Agreements that makes your participation contingent on at least 95% of the applicable litigating subdivisions signing on to the proposed settlements. If an insufficient number of applicable litigating subdivisions do not participate in the proposed settlements, your state could receive approximately 50% of the available payments from the Settling Defendants. By making your participation contingent on 95% of the applicable litigating subdivisions signing on to the proposed settlements, you will only participate if your state is entitled to receive at least 70% of the available payments from the Settling Defendants.

The language concerning the participation levels is as follows:

The Governmental Entity’s election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating



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NATIONAL OPIOID LITIGATION

Special Districts in the State of Mississippi. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in the State of Mississippi that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in the State of Mississippi, this Election and Release shall be deemed void and no claims shall be released.

As a reminder, detailed information about the settlements may be found at <https://nationalopioidsettlement.com/>. This national settlement website also includes links to helpful summary information including risks, assumptions, FAQs, and flow charts describing how the settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created.

If you have any questions, please contact us.

In consideration of the above, we ask that you please have the individual authorized to bind your local community sign the enclosed Participation Agreements. There are two Participation Agreements: one for the Distributors and one for J&J. You need to execute both. We ask that you do so as soon as possible and return them to us via email at: opioidsettlement@levinlaw.com.

Best regards,

Peter J. Mougey

Shareholder/Chair, Securities & Business Litigation Department

Levin, Papantonio, Rafferty, Proctor, Buchanan, O'Brien, Barr and Mougey, P.A.

316 S. Baylen Street, Suite 600

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levinlaw.com | baronandbudd.com | powellmajestro.com | mchughfuller.com | greeneketchum.com | hpcbd.com | farrellfuller.com

Subdivision Distributor Settlement Participation Form

Governmental Entity: <u>City of Hattiesburg</u>	State: <u>MS</u>
Authorized Official: <u>Morgan M. Pope II</u>	
Address 1: <u>P.O. Box 17527</u>	
Address 2:	
City, State, Zip: <u>Hattiesburg, MS 39404</u>	
Phone: <u>(601) 268-9997</u>	
Email: <u>vandypope@pope.law.com</u>	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in the State of Mississippi. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in the State of Mississippi that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in the State of Mississippi, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that is has filed.
4. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.
8. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
11. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance,

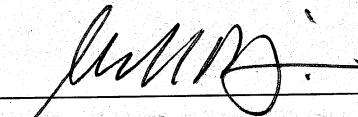
oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

13. This Participation Form is conditioned on the Governmental Entity identified above entering into an agreement with the State of Mississippi (the "State") concerning the allocation of opioid settlements with the State (an "Allocation Agreement"). The effective date of this Participation Form shall be the date on which the State and the Governmental Entity identified above enter into an Allocation Agreement. In the event that the State does not enter into an Allocation Agreement with the Governmental Entity identified above, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Mississippi, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature:



Name:

Moran M. Pope III

Title:

City Attorney

Date:

12/7/2021

Subdivision Janssen Settlement Participation Form

Governmental Entity: <i>City of Hattiesburg</i>	State: <i>MS</i>
Authorized Official: <i>Norman H. Pope II</i>	
Address 1: <i>P.O. Box 17527</i>	
Address 2:	
City, State, Zip: <i>Hattiesburg, MS 38404</i>	
Phone: <i>(601) 268-9997</i>	
Email: <i>vandy.pope@popelaw.com</i>	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in the State of Mississippi. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in the State of Mississippi that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in the State of Mississippi, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's

role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

8. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
10. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

11. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is

interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

12. This Participation Form is conditioned on the Governmental Entity identified above entering into an agreement with the State of Mississippi (the "State") concerning the allocation of opioid settlements with the State (an "Allocation Agreement"). The effective date of this Participation Form shall be the date on which the State and the Governmental Entity identified above enter into an Allocation Agreement. In the event that the State does not enter into an Allocation Agreement with the Governmental Entity identified above, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Mississippi, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:



Name:

Norman M. Pope III

Title:

City Attorney

Date:

12/7/2021



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, December 7, 2021

Re: Ratify the Industrial Park Commission's approval of a land transaction within the Industrial Park for economic development and authorize the Mayor to execute any required documents on behalf of the City.
File Number: 2021-1399
Minute Book #

Summary

Ratify the Industrial Park Commission's approval of a land transaction within the Industrial Park for economic development and authorize the Mayor to execute any required documents on behalf of the City.

Recommendation Statement

I recommend this item be added to the agenda for consideration.

Please place this on the December 7, 2021 City Council meeting for consideration.



AREA DEVELOPMENT PARTNERSHIP
GREATER HATTIESBURG MS

FCIP Commission Meeting
December 2, 2021

Agenda

Forrest County Industrial Park Commission Agenda

Thursday, December 2, 2021
10:00 a.m.

Call to Order

Ted Webb

Project Gendreau Update

Todd Jackson

Adjournment

Ted Webb

Project Gendreau

- Build-to-Suit-Lease-Back
- 100,000 sq. ft. distribution center
- Fortune 50 tenant – F&B industry
- \$13M+ capex
- 50 jobs minimum, 75 anticipated
- Requesting land donation
- No tax exemption at this time

Project Gendreau

HATTIESBURG, MISSISSIPPI SITE PLAN



Purchase & Sale Agreement

- 17.5 acres at the corner of JM Tatum & Sullivan Drives
- Purchase price = \$0
- Special warranty deed conveying fee simple title of land
- Due Diligence Period – 270 days, anticipate groundbreaking Spring 2022
- Closing within 30 days of due diligence completion
- Purchaser responsible for due diligence (minus soil borings in progress)
- Seller will get all due diligence on property if transaction doesn't close
- Buyer responsible for closing costs
- Includes clause subject to local unit of government ratification



AREA DEVELOPMENT PARTNERSHIP
GREATER HATTIESBURG MS

FCIP Commission Meeting
December 2, 2021

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

This Contract for Purchase and Sale of Real Property ("Contract") is made and entered into this the 2nd day of DECEMBER, 2021 (the "Effective Date"), by and between FORREST COUNTY INDUSTRIAL PARK COMMISSION, a public agency organized and existing pursuant to the laws of the State of Mississippi ("Seller") and NORTHPOINT DEVELOPMENT, LLC, a Missouri limited liability company, or assigns ("Buyer").

WITNESSETH:

For the considerations, and subject to the terms, conditions and provisions hereinafter set forth, and the mutual promises of, and benefits to each party, Seller hereby agrees to sell and Buyer agrees to purchase the below described real property, as follows:

1. PROPERTY DESCRIPTION: That certain real property located within the Forrest County Industrial Park in Hattiesburg, Mississippi, constituting approximately 17.5 acres (Tax Parcel IDs 2-042M-35-005.00, 2-042M-35-003.00 and 2-042M-35-005.01) as generally depicted on Exhibit A attached hereto, and more particularly described as follows:

(Insert legal description)

All located within Section 35, Township 4 North, Range 13 West, Forrest County, Mississippi.

(All of the above real property is hereinafter referred to as "Subject Property"). The parties agree that upon the completion of the Survey (as defined below), the legal description set forth in the Survey shall be utilized for all purposes in connection with the sale of the Subject Property, as contemplated herein.

2. PURCHASE PRICE: The consideration to be paid by Buyer to Seller for said Subject Property shall be the sum of Ten and 00/100 Dollars (\$10.00), payable as follows:

The Purchase Price shall be payable in immediately available funds at Closing.

3. EARNEST MONEY: Buyer shall pay the sum of \$0.00 as earnest money.

4. CLOSING DATE: This transaction shall be closed and the deed to and possession of Subject Property delivered on the date occurring no later than thirty (30) days following the expiration of the Due Diligence Period, which shall occur virtually through the Title Company (defined below) ("Closing").

5. TITLE AND CONVEYANCE: Subject Property is to be sold AS-IS, WHERE-IS and Seller makes no representations or warranties regarding the condition of Subject Property or the appropriateness of same for Buyer's intended use, except to the extent expressly and specifically set forth herein. The conveyance of Subject Property shall be made by Seller at the Closing, upon payment of the Purchase Price by Buyer, by a recordable Special Warranty Deed conveying good and marketable fee simple title to the aforesaid Subject Property. Seller shall convey all easements and rights-of-way appurtenant to Subject Property, free and clear of all liens, security interests, defects, leases, restrictions, assessments and encumbrances, and said conveyance shall be subject to the lien of ad valorem taxes, zoning and other land use regulations, prior reservation and/or conveyance of mineral rights, and any matters set forth in the title commitment to be obtained by Buyer prior to Closing.

Buyer may obtain an ALTA owner's policy of title insurance (the "Title Policy") respecting the Property from Chicago Title Insurance Company, having an address at 6700 College Boulevard, Ste. 300, Overland Park, Kansas 66211, Attn: Randi Canon (the "Title Company"). Buyer shall be responsible for all costs and premiums associated with the title

commitment and any Title Policy. Seller shall be responsible for the costs to furnish the Special Warranty Deed.

6. POSSESSION: Seller shall deliver unrestricted possession of said Subject Property to Buyer upon Closing.

7. INSPECTION/DUE DILIGENCE: Seller grants Buyer and its agents the right and privilege at any time within 270-days from the execution of this Contract (the "Due Diligence Period") and prior to the Closing to enter upon Subject Property and to conduct engineering studies, surveys, investigations and other analysis thereof, including, but not limited to, survey, phase one environmental, cultural resources analysis, wetlands delineation, soil borings, core samples and environmental tests or other analyses, and pursue such governmental and quasi-governmental approvals, and conduct such other activities and reviews with respect to the Subject Property and Buyer's intended use thereof as Buyer shall deem appropriate. Seller shall not be required to conduct any such investigations or provide any information related to Subject Property, rather Buyer shall conduct its own investigations, as it deems necessary and desirable, to determine to its own satisfaction the appropriateness of Subject Property for Buyer's intended purposes. At Buyer's request and without further consideration, Seller will reasonably cooperate with Buyer in the completion of such investigations. In the event any of the results from Buyer's investigations are not resolved to the satisfaction of Buyer prior to the Closing, Buyer shall have the right, at its sole option, to terminate this Contract by giving notice thereof to Seller, in which event any Earnest Money shall be returned to Buyer. Buyer shall be liable for any and all actions of Buyer, its agents, employees and independent contractors while on Subject Property, and further, Buyer agrees to indemnify and hold Seller, its commissioners, agents, employees and attorneys harmless from any damages or losses resulting from such activities on Subject Property

or claims associated therewith made against Seller. In the event Buyer does not close the transaction contemplated hereby with regard to Subject Property, Buyer agrees to furnish a copy of the survey and all due diligence reports to Seller within fifteen (15) days after the previously scheduled Closing Date.

Additionally, the parties hereby acknowledge that Buyer intends to pursue a build-to-suit lease for the Subject Property (the "BTS"), and that Buyer shall have the right within the Due Diligence Period, at its sole option, to terminate this Contract if it is unable to procure the BTS by giving notice thereof to Seller.

8. BREACH OF CONTRACT: Except as otherwise set forth in Paragraph 7 hereinabove:

(a) In the event of breach of this Contract by Buyer, Seller's only remedy shall be to declare the Contract terminated.

(b) In the event of breach of this Contract by Seller, Buyer's remedy shall be (a) seek specific performance of the terms of this Contract or, (b) to declare the Contract terminated, and have the Earnest Money returned to it.

(c) If it becomes necessary to enforce the performance of this Contract through litigation, then the losing party agrees to pay reasonable attorney's fees and court costs in connection therewith.

9. SURVEY: Buyer agrees to obtain, at its sole cost and expense, a survey of Subject Property (the "Survey") accurately reflecting the boundaries of Subject Property, an accompanying legal description and showing all encumbrances, including easements and access restrictions, burdening Subject Property.

10. **BROKERS:** Seller and Buyer acknowledge and agree that no Realtor, broker or other agent has been involved in this transaction or represented either party hereto.

11. **GOVERNMENTAL APPROVALS:** Seller and Buyer acknowledge and agree that Seller's Bylaws require Seller to obtain the approval of both The City of Hattiesburg, Mississippi ("City") and Forrest County, Mississippi ("County") in order to subdivide, improve, or issue lease or title to any personal or real property of the Seller. Thus, this Contract and Seller's obligations hereunder are subject to Seller obtaining official approval from both the City and the County for the sale of Subject Property to Buyer upon the terms and conditions set forth in this Contract.

12. **CLOSING COSTS:** Buyer shall pay the costs of closing this transaction, including but not limited to the inspection and due diligence activities set forth in Paragraph 7 hereinabove, title examination/commitment, Survey, closing, recording fees, Title Policy or other related insurance premiums, and its attorney's fees. Seller shall pay the costs of the deed preparation and its attorney's fees.

13. **RISK OF LOSS:** If Subject Property is destroyed or materially damaged between the date hereof and the Closing, and Seller is unable or unwilling to restore it to its previous condition prior to Closing, Buyer shall have the option of canceling this Contract and receiving the Earnest Money back or accepting Subject Property in its then condition. If Buyer elects to accept Subject Property in its damaged condition, the sum of (i) any insurance proceeds otherwise payable to Seller by reason of such damage, and (ii) the deductible amount of the loss as determined by the insurance company when computing the insurance proceeds payable to Seller, for which the Seller would not receive reimbursement from the insurance company, shall

be applied against the balance of the Purchase Price or otherwise be payable to Buyer, in no event shall the balance of the Purchase Price be less than zero (\$0.00).

14. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed made when delivered in person, delivery service, electronic mail, or when mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Buyer: NorthPoint Development, LLC
Attn: Nathaniel Hagedorn, CEO
4825 NW 41st Street, Ste. 500
Riverside, MO 64150
Phone: (816) 888-7381
nathaniel@northpointkc.com

with a copy to:
NorthPoint Development, LLC
Attn: Austin Dowling
4825 NW 41st Street, Ste. 500
Riverside, MO 64150
Phone: (816) 768-8109
adowling@northpointkc.com

If to Seller: Forrest County Industrial Park Commission
c/o Area Development Partnership
One Convention Center Plaza
Hattiesburg, MS 39401
(601)296-7500
t.jackson@theadp.com

with a copy to:
Michael J. Shemper, Esq.
MICHAEL J. SEMPUR, PLLC
140 Mayfair Rd., Suite 1200
Hattiesburg, MS 39402
(601)545-7787
michael@shemperlaw.com

15. ENTIRE AGREEMENT/BINDING TRANSACTION: This Contract constitutes the entire agreement between Seller and Buyer regarding Subject Property and supersedes all prior discussions, negotiations, and agreements, whether oral or written. All of the terms, covenants and conditions herein contained shall be binding on, and inure to the benefit of, the successors and/or assigns of the Seller and Buyer. Buyer may assign this Contract to another entity related to Buyer. This Contract may only be amended by a writing signed by both Seller and Buyer.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed as of the Effective Date.

SELLER:

Forrest County Industrial Park Commission

By: Ted J. Webb
Ted J. Webb, Chairman

BUYER:

NorthPoint Development, LLC

By: Nathaniel Hagedorn
Nathaniel Hagedorn, Manager

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed as of the Effective Date.

SELLER:

Forrest County Industrial Park Commission

By: _____
Ted J. Webb, Chairman

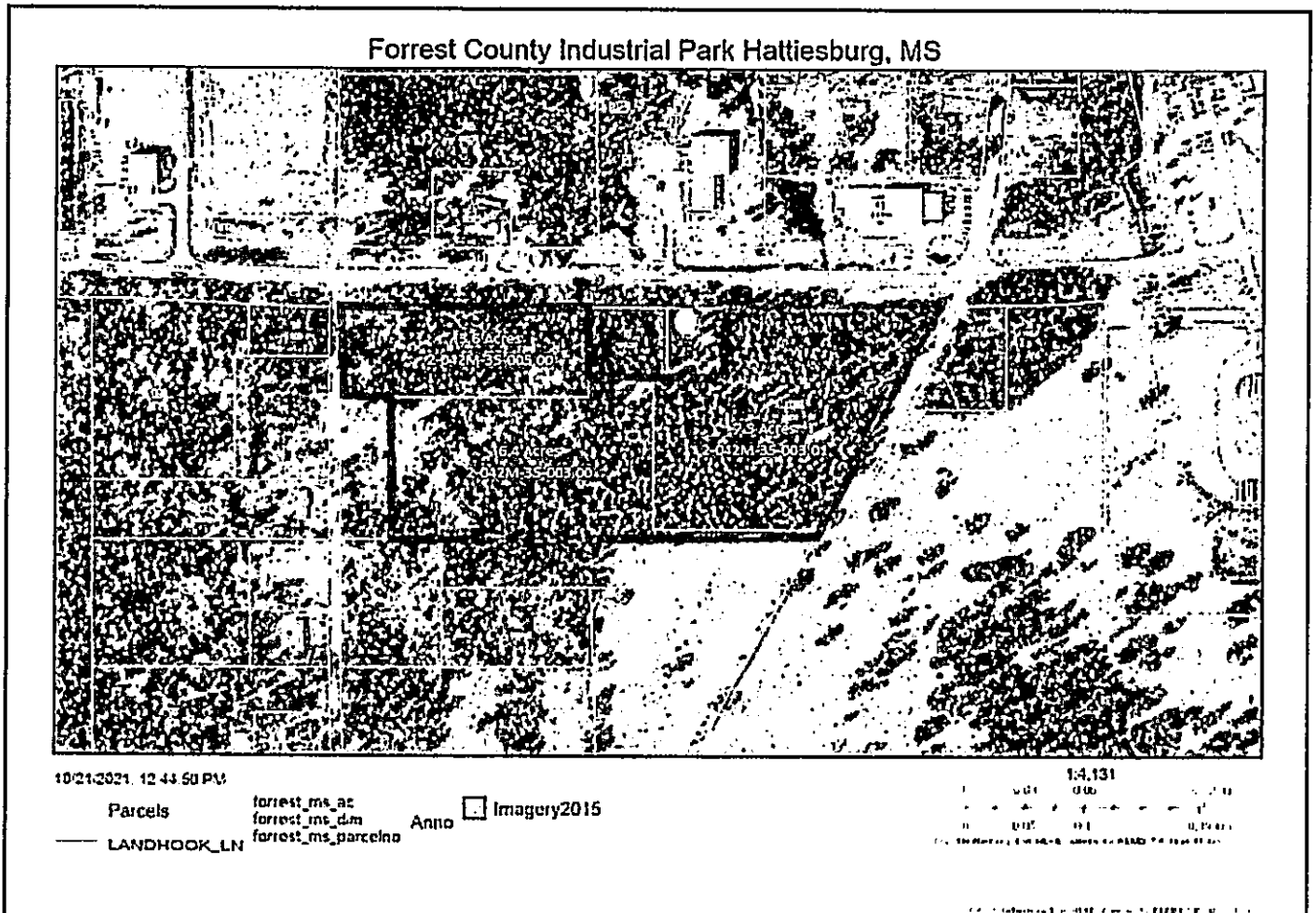
BUYER:

NorthPoint Development, LLC

By:  _____
Nathaniel Hagedorn, Manager

EXHIBIT A

Depiction of Subject Property





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, December 7, 2021

Re: Resolution of the City Council of the City of Hattiesburg, Mississippi authorizing and approving the Mayor, on behalf of the City, executing and delivering a grant application to and entering into a grant agreement with the Mississippi Development Authority in order to receive a grant in the amount of \$1,500,000.00 on behalf of the City from the Mississippi Development Authority for the purpose of completing infrastructure related to the development of a new headquarters to be located at Midtown in the City for the Jones Family of Companies and thus enhancing economic development through the construction or improvement of highways or highway segments; and for related purposes.
File Number: 2021-1400
Minute Book #

Summary

Resolution of the City Council of the City of Hattiesburg, Mississippi authorizing and approving the Mayor, on behalf of the City, executing and delivering a grant application to and entering into a grant agreement with the Mississippi Development Authority in order to receive a grant in the amount of \$1,500,000.00 on behalf of the City from the Mississippi Development Authority for the purpose of completing infrastructure related to the development of a new headquarters to be located at Midtown in the City for the Jones Family of Companies and thus enhancing economic development through the construction or improvement of highways or highway segments; and for related purposes.

Recommendation Statement

I recommend approval of this item

Please place this on the December 7, 2021 City Council meeting for consideration.

The City Council (the “Governing Body”) acting for and on behalf of the City of Hattiesburg, Mississippi, (the “City”) took up for consideration the matter of authorizing and approving a the application for a grant on behalf of the City from the Mississippi Development Authority (the “MDA”) for the purpose of completing a project related to the development of a new company headquarters for the Jones family of companies and thus enhancing economic development through the construction and improvements of highways. Thereupon Councilman _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI AUTHORIZING AND APPROVING THE MAYOR, ON BEHALF OF THE CITY, EXECUTING AND DELIVERING A GRANT APPLICATION TO AND ENTERING INTO A GRANT AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT AUTHORITY IN ORDER TO RECEIVE A GRANT IN THE AMOUNT OF ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ON BEHALF OF THE CITY FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE PURPOSE OF COMPLETING INFRASTRUCTURE RELATED TO THE DEVELOPMENT OF A NEW HEADQUARTERS TO BE LOCATED AT MIDTOWN IN THE CITY FOR THE JONES FAMILY OF COMPANIES AND THUS ENHANCING ECONOMIC DEVELOPMENT THROUGH THE CONSTRUCTION OR IMPROVEMENT OF HIGHWAYS OR HIGHWAY SEGMENTS; AND FOR RELATED PURPOSES.

WHEREAS, the Economic Development Highway Act, Sections 65-4-1 et. seq., of the Mississippi Code of 1972, as amended, (the “Act”) was enacted for the purpose of promoting, attracting and securing industrial and other significant development in the State through the construction and improvement of Highways in areas of the State which demonstrate actual and immediate potential for the creation or expansion of major industry or other significant development which is heavily dependent upon the use of and direct access to primary highways; and

WHEREAS, Jones Capital, LLC is developing an 80,000 square foot corporate headquarters and related improvements representing a private investment in excess of \$40,000,000 to house its subsidiaries and affiliated companies in the City (the “Headquarters Project”); and

WHEREAS, the Headquarters Project will cause Jones Capital, LLC or its affiliated companies to retain approximately 160 jobs in the City; and

WHEREAS, the Headquarters Project will result in the creation of 100 net new jobs to the State of Mississippi, and said new jobs will pay at least 150% of the State’s average annual wage or not less than \$58,584; and

WHEREAS, to induce the development of the Headquarters Project and the retention of the jobs in the City and the creation of jobs across the State, the City, together with Forrest County, Mississippi, has committed to issue approximately \$2,850,000 in tax increment financing (“TIF”) bonds to reimburse the Headquarters Project for eligible infrastructure expenses as provided for under Mississippi Code Annotated Section 21-45-1, et seq.; and

WHEREAS, the development of the Headquarters Project will result in the actual and immediate expansion of valued employers across the State and in the City, said employers being heavily dependent upon the use of and direct access to primary highways; and

WHEREAS, pursuant to Section 65-4-1 of the Act, MDA is authorized to make grants and loans to the City for the purpose of completing infrastructure (the “Highway Project”) related to the Headquarters Project and thus enhancing economic development through the construction of highways and improvement of highways; and

WHEREAS, pursuant to the Act and the guidelines adopted by MDA, the City must file an application with MDA for the \$1,500,000 grant to complete the Highway Project related to the Headquarters Project (the “Grant”); and

WHEREAS, in conformity with the Act and the guidelines, and upon MDA’s acceptance of the application, MDA has agreed to provide the Grant to the City for the purposes set forth in the application; and

WHEREAS, before the Grant can be processed, a “Grant Agreement” must be entered into between the City and MDA, setting out the terms and conditions of the Grant; and

WHEREAS, upon completion, the Highway Project will be maintained by the City.

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

Section 1. That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

Section 2. That the City acknowledges that a portion of the 100 jobs to be created by the Headquarters will be located outside of the City and the City is in full support of the development of Headquarters, the retention of the jobs at Headquarters and the further, State-wide expansion of the companies locating at Headquarters.

Section 3. That the Mayor, acting for and on behalf of the Governing Body of the City, is now fully authorized and empowered under the provisions of Sections 65-4-1 et. seq., of the Mississippi Code of 1972, as amended, to make application to the MDA for the Grant.

Section 4. That the City hereby commits to provide funds in the amount of \$791,000 to fund the balance of the project costs incurred for the Highway Project; and

Section 5. That the Mayor, acting for and on behalf of the Governing Body of the City, is now fully authorized and empowered under the provisions of Sections 65-4-1 et. seq., of the Mississippi Code of 1972, as amended, to proceed with the execution of the Grant Agreement with the MDA.

Section 6. That the City intends, acting jointly with the County but as the primary party to carry the issuance forward, to issue approximately \$2,850,000 in TIF Bonds for the further development of infrastructure necessary for the development of the Headquarters.

Section 7. That the Mayor and City Clerk are hereby authorized and directed to execute any and all documents and certificates as may be necessary in order to consummate the transaction contemplated by the resolution and upon execution, each of the documents and certificates shall be legal, valid, and binding obligations of the City enforceable in accordance to the terms of each.

Councilman _____ seconded the motion to adopt the foregoing Resolution and after the same had been read and considered section by section and put to a roll call vote, the results was as follows:

Councilman Jeffrey George	voted _____
Councilwoman Deborah Delgado	voted _____
Councilman Carter Carroll	voted _____
Councilman Dave Ware	voted _____
Councilman Nicholas Brown	voted _____

The motion having received the affirmative vote of a majority of the members present, the Council President declared the motion carried and the resolution adopted this the 6th day of December, 2021.

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor this the ____ day of December, 2021.

ATTEST:

APPROVED:

CITY CLERK

TOBY BARKER, MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, December 7, 2021

Re: Ratification of submitted grant application to the Federal Transit Administration (FTA) FY 2021 Grants for Buses and Bus Facilities Program to fund a transfer facility, sidewalks, ADA accessibility features, crosswalks, and pedestrian signals at selected bus stop locations, for a total project cost estimated at \$2,922,000 (\$2,045,400 federal share and \$876,600 local share).
File Number: 2021-1357
Minute Book #

Summary

FY 2021 FTA Buses and Bus Facilities Grant Program

Recommendation Statement

I recommend ratification of submitted grant application to the Federal Transit Administration (FTA) FY 2021 Grants for Buses and Bus Facilities Program to fund a transfer facility, sidewalks, ADA accessibility features, crosswalks, and pedestrian signals at selected bus stop locations, for a total project cost estimated at \$2,922,000 (\$2,045,400 federal share and \$876,600 local share).

Please place this on the December 7, 2021 City Council meeting for consideration.

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

1.a. Type of Submission: ☒ Application ☐ Plan ☐ Funding Request ☐ Other Other (specify): 		1.b. Frequency: ☒ Annual ☐ Quarterly ☐ Other Other (specify): 		1.d. Version: ☒ Initial ☐ Resubmission ☐ Revision ☐ Update	
		2. Date Received: Completed by Grants.gov upon submission.		STATE USE ONLY:	
		3. Applicant Identifier: 		5. Date Received by State: 	
		4a. Federal Entity Identifier: 		6. State Application Identifier: 	
		4b. Federal Award Identifier: 			
1.c. Consolidated Application/Plan/Funding Request? Yes ☐ No ☒ Explanation					
7. APPLICANT INFORMATION:					
a. Legal Name: City of Hattiesburg					
b. Employer/Taxpayer Identification Number (EIN/TIN): 64-6000432			c. UEI: N4XZJLJ9AVM1		
d. Address:					
Street1: 200 Forrest Street			Street2: P.O. Box 1898		
City: Hattiesburg			County / Parish: Forrest		
State: MS: Mississippi			Province: 		
Country: USA: UNITED STATES			Zip / Postal Code: 39401-3451		
e. Organizational Unit:					
Department Name: Urban Development			Division Name: Hub City Transit		
f. Name and contact information of person to be contacted on matters involving this submission:					
Prefix: Mrs.		First Name: Jennifer		Middle Name: 	
Last Name: Shows		Suffix: 			
Title: Grant Coordinator					
Organizational Affiliation: City of Hattiesburg					
Telephone Number: 601-545-4544			Fax Number:		
Email: jshows@hattiesburgms.com					

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

8a. TYPE OF APPLICANT:

C: City or Township Government

Other (specify):

b. Additional Description:

9. Name of Federal Agency:

DOT/Federal Transit Administration

10. Catalog of Federal Domestic Assistance Number:

20.526

CFDA Title:

Buses and Bus Facilities Formula, Competitive, and Low or No Emissions Programs

11. Descriptive Title of Applicant's Project:

Hub City Transit - Transfer Facility & Bus Stop Improvements

12. Areas Affected by Funding:

Hattiesburg, MS; Forrest and Lamar Counties

13. CONGRESSIONAL DISTRICTS OF:

a. Applicant:

MS-004

b. Program/Project:

MS-004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

14. FUNDING PERIOD:

a. Start Date:

10/01/2022

b. End Date:

09/30/2026

15. ESTIMATED FUNDING:

a. Federal (\$):

2,045,400.00

b. Match (\$):

876,600.00

16. IS SUBMISSION SUBJECT TO REVIEW BY STATE UNDER EXECUTIVE ORDER 12372 PROCESS?

☐ a. This submission was made available to the State under the Executive Order 12372 Process for review on:

☐ b. Program is subject to E.O. 12372 but has not been selected by State for review.

☒ c. Program is not covered by E.O. 12372.

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

17. Is The Applicant Delinquent On Any Federal Debt?

Yes ☐ No ☒

[Explanation](#)

18. By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I Agree ☒

** This list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

First Name:

Toby

Middle Name:

Last Name:

Barker

Suffix:

Title:

Mayor

Organizational Affiliation:

City of Hattiesburg

Telephone Number:

601-545-4501

Fax Number:

Email:

mayor@hattiesburgms.com

Signature of Authorized Representative:

Completed by Grants.gov upon submission.

Date Signed:

Completed by Grants.gov upon submission.

Attach supporting documents as specified in agency instructions.

[Add Attachments](#)

[Delete Attachments](#)

[View Attachments](#)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

City of Hattiesburg

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr. * First Name: Toby Middle Name:
* Last Name: Barker Suffix:
* Title: Mayor

* SIGNATURE: Completed on submission to Grants.gov

* DATE: Completed on submission to Grants.gov

FY 2021 Grants for Buses and Bus Facilities

Applicant and Proposal Profile

Is this a resubmission due to an invalid/error message from FTA? ☐ Yes ☒ No

Section I. Applicant Information

Organization Legal Name:

FTA Recipient ID:

Organization Chief Executive Officer:
(Name and Direct Phone Number)

- Applicant Eligibility:
- ☐ Designated recipient
 - ☐ State
 - ☒ Local governmental entity that operates fixed route bus service
 - ☐ Tribe (Federally recognized Native American Tribe)

Project Location: ☒ Small Urbanized Area

☐ Large Urbanized Area

☐ Rural

Description of services provided and areas served:

Hub City Transit provides an alternative and affordable means of public transportation for the citizens of Hattiesburg. Funded partially by the Federal Transit Administration with yearly allocations, the City of Hattiesburg strives to provide a high-quality transit experience for all. Hub City Transit offers fixed route and para-transit service, and currently operates a total of seven routes. Buses run between 6 a.m. and 6:30 p.m., Monday through Friday, except on the following holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Our fixed route service is available to the public for a minimal fare and can be accessed at any Hub City Transit bus stop. Fixed route passengers may also request reasonable accommodations within the safety guidelines of our services.

Hub City Transit also offers para-transit services Monday through Friday, from 6 a.m. to 6:30 p.m., for qualified individuals with mobility impairments who are unable to use the system's fixed route service. This service is a demand-responsive, advance reservation, address-to-address and door-to-door service. Eligible passengers are not required to live within Hattiesburg City limits of the service area. Wheelchair accessible vehicles are available to assist in transporting persons with disabilities.

Justice40 Population Impacted

Justice40 Disadvantaged Community Served as Identified in the NOFO

Actual or Estimated Annual Ridership Count

Hattiesburg and the minority community (geographic proximity)

85,738

Section II. Project Information

About the Project

Project Title: Hub City Transit - Transfer Facility & Bus Stop Improvements
(Descriptive title of this project)

Project Executive Summary:

The City of Hattiesburg is requesting assistance to fund a transfer facility and improved sidewalk connectivity to bus stops at four (4) locations. Improvements in addition to the transfer facility will include sidewalks, pedestrian signals, and crosswalks. The first two years of the project will include preliminary engineering and design services to determine what is needed at each location, with design plans expected to be complete near the end of the second year. Concurrently with the design phase of the project, the City will pursue acquisition of property in areas where additional right-of-way is needed to complete the project. Once the design, acquisition, and bidding are complete, construction will begin and is estimated to be completed at all sites near the end of the third year of the project period.

Project Statement of Work (one sentence summarizing request):

The City of Hattiesburg is requesting assistance to fund a transfer facility and improved sidewalk connectivity to bus stops at four (4) locations.

- Project Type:
- ☐ Bus Replacement
 - ☐ Bus Rehabilitation
 - ☐ Bus Expansion
 - ☐ Bus Facility Replacement
 - ☐ Bus Facility Rehabilitation
 - ☒ Bus Facility Expansion
 - ☐ Bus Equipment
 - ☐ Other

If Other, specify:

Nonattainment Area

Is your project located in or will impact a maintenance or nonattainment area? ☐ Yes ☒ No

Please list the maintenance or nonattainment area that the project will be located in or will impact and the National Ambient Air Quality Standards (NAAQS) pollutants addressed by the project:

Environmental Justice Populations

Is there an environmental justice population(s) located within the service area? ☒ Yes ☐ No

Describe the environmental justice population(s) and the anticipated benefits resulting from the project for those population(s):

Hub City Transit service area has a total minority population of 59.22%, with African Americans at 53% making up the largest portion. Additionally, in many census tracts in Hattiesburg, over 50% of the population has low-moderate income. See attached maps titled Low-Mod Income Percent by Tract.pdf and Hattiesburg-MPO Boundaries.pdf. The project will increase safety for these populations that utilize transit, as well as make access to retail, medical, and services more convenient.

Racial Equity

Does the project address racial equity as described in the NOFO (Section E.2)? ☒ Yes ☐ No

If yes, please describe:

HPFL-MPO conducted targeted physical surveys to housing with high minority concentrations to ascertain the community's priorities for transportation services and routes as part of the current Hub City Transit Master Plan development. The HCT Master Plan Team also conducted online surveys for the Master Plan development to receive public feedback on transit service needs. Waiting times and service efficiency were common complaints, and the transfer facility should help alleviate that.

Barriers To Opportunity

Does the project address barriers to opportunity as described in the NOFO (Section E.2)? ☒ Yes ☐ No

If yes, please describe:

The proposed project benefits the community by making employment services, specifically the WIN Job Center and a private employment agency, available near the proposed transfer facility.

Justice40

Does the project support the Justice40 Initiative? ☒ Yes ☐ No

Describe how the project supports the Justice40 Initiative and the benefits provided:

Hattiesburg itself is a disadvantaged community due to a variety of factors including low income, high and persistent poverty, high housing cost burden, substandard housing. Additionally, Hattiesburg's large minority population (over 50%) experiences greater disparities compared to the general population. The proposed project, and especially the transfer facility, benefits the Hattiesburg community as a whole, in addition to the minority population of Hattiesburg--which tends to have higher rates of low income and poverty--by increasing pedestrian safety at heavily frequented stops, making health services (specifically dialysis and urgent care) available nearby the transfer site, and by making more affordable grocery stores available and more easily accessible. The transfer site will also be near the WIN Job Center, making the services offered here more accessible--as well as near a variety of retail and food locations.

Describe the methodology used to determine the project meets the Justice40 Initiative:

Census data & the following variables were examined: low income, poverty, unemployment, race, housing cost/substandard housing, and environmental stressors. Hattiesburg lies in a persistent poverty county (Forrest), and is higher than the national average in low income, poverty, and unemployment. Further disparities are apparent when comparing race/ethnicity categories. Minority groups (PCI ranging from 2,453 to 15,785) fall well below Hattiesburg PCI (21,673). Disadvantages in housing needs also exist. 41.46% of the Hattiesburg population pays over 30% of earnings on housing. Housing cost burden, substandard housing, & overcrowding are greatest in populations below 80% of AMI. 6,328 total households below 80% AMI have some type of housing problem/need, which is 30.2% of total occupied households. African Americans are also disproportionately affected by environmental hazards, as 82.8% of residents surrounding an industrial plant involved in contaminant lawsuits belong to this group.

Project Budget

Description	QTY	Federal Amount	Federal Match Amount	Other Federal Funds	Other	Total Cost	
Engineering & Design	1	255,675	109,575	0	0	365,250	☒
Description	QTY	Federal Amount	Federal Match Amount	Other Federal Funds	Other	Total Cost	
Acquisition	1	255,675	109,575	0	0	365,250	☒
Description	QTY	Federal Amount	Federal Match Amount	Other Federal Funds	Other	Total Cost	
Construction	1	1,534,050	657,450	0	0	2,191,500	☒
Total:		2,045,400	876,600	0	0	2,922,000	

Does the project budget include funding for workforce development activities or training at the National Transit Institute (NTI)? ☐ Yes ☒ No

Matching Funds Information

Matching Funds Amount:

Source of Matching Funds:

The matching funds for this project will come from the city's General Fund.

Supporting Documentation of Local Match:

The City of Hattiesburg has approved a resolution to commit \$876,600 across four (4) years from the General Fund to this project. A copy of the resolution is included in the attachments, with the file name - "Resolution-Match Commitment."

Project Scalability

Is project scope scalable? ☒ Yes ☐ No

If Yes, specify minimum Federal Funds necessary:

1,166,900

Provide explanation of scalability with specific references to the budget line items above:

The proposed project includes a single transfer facility and improvements at four (4) sites. Should funds be limited, the City of Hattiesburg will prioritize project sites based on an evaluation of need and demand, and the project will proceed with the higher priority sites that can be completed within the award amount. For practical purposes, and to ensure contractor interest, the minimum funds necessary are estimated at a total cost of \$1,667,000 (\$1,166,900 federal share and \$500,100 local share). This would include the transfer facility and improvements at two (2) sites.

Project Timeline (Please be as specific as possible)

Timeline Item Description	Timeline Item Date
Grant Award Approval	10/30/2022
Design Contract Approval	11/30/2022
Site Surveys	2/28/2023
NEPA/106 Coordination	9/30/2023
Right-of-Way Acquisition, Environmental Review, Utility Relocation	5/31/2024

Design Plan Completion & City Council Approval to Advertise

7/31/2024

Bidding Phase

10/31/2024

Construction Phase

09/30/2025

Congressional Districts (Place of Performance)

Congressional District

MS-004

Section III . Evaluation Criteria

*****Address each of the evaluation criteria as described in the Notice of Funding Opportunity.*****

Demonstration of Need

Bus stops should be designed to include features and amenities that create a safe, comfortable, and conveniently accessible waiting, boarding, and alighting environment for all transit passengers. Unfortunately, the City of Hattiesburg has many bus stops that do not fit these criteria. In order to improve bus stops for our Hub City Transit passengers, and to encourage greater utilization of our transit service, we have identified one (1) area in need of a transfer facility and four (4) locations connecting to bus stops in need of enhancements, prioritized based on bus route utilization, and proximity to businesses and residential areas that tend to have more foot traffic and transit users. Proposed connectivity to bus stop enhancements include the addition of sidewalks and other amenities such as crosswalks and pedestrian signals to increase accessibility, and safety.

The proposed transfer facility will be located in the vicinity of the intersection of Highway 49 and Highway 11, near Walmart, WIN Job Center, and medical facilities, as well as numerous retail, food, and beverage establishments. Currently, three (3) routes converge in this area (Orange, Red, and Green), and more routes may serve this area in the future (depending on the results of a Transit Master Plan currently underway). A heavily utilized bus stop sits in the nearby Walmart parking lot. The stop is dangerously close to two-way traffic, with no shelter or bench. Transit users have taken it upon themselves to utilize shopping carts turned on their sides for seating. Establishing a transfer facility in this area would move these transit users from this precarious location, provide seating, shelter from the elements, and a safe haven from traffic. Additionally, common complaints from transit survey responses indicate rider frustration with lack of efficiency and long waiting times. The transfer facility will make it easier for riders to switch between routes in less time, improving the efficiency of the transit system.

The bus stop locations are designated by bus stop signs. Sidewalks are completely lacking in over half of the bus stop locations selected for this project, and many of the intersections at or near the bus stops are lacking marked pedestrian walkways. As a result, all transit users who live, work, and patronize the businesses in the vicinity of these bus stops, including those in wheelchairs or who otherwise have mobility impairments, are forced to maneuver themselves over curbs and through grass, dirt, and mud to access the bus. Navigating this terrain also poses challenges for transit users carrying items or pushing strollers. No designated space to travel by foot, bicycle, or wheelchair is not only an inconvenience, but also a safety hazard. Transit users forced to travel and/or wait in or close to roadways or driveways are at risk of being injured (or worse) in a traffic collision. Many bus stops are located in the busiest and most

congested areas of the city, which facilitates access to resources, but these areas are also the most hazardous areas for Hub City Transit users. While Hattiesburg has a great deal to offer in terms of places of employment, businesses to obtain goods and services, food, entertainment, and health care, it is vital that transit users have safe access to these locations.

The exact date that these locations were established as bus stops is unknown, but it is estimated that all of the bus stop locations have been designated bus stops for 7 years, and likely much longer. Construction of a transfer facility and sidewalks to connect transit users to the desired bus stop locations is a one-time cost that the city has not been able to fund due to lack of available resources. Utilization of financial resources, including our FTA grant funds, has been focused on the basic operation of Hub City Transit, and additional grant funds are a necessity in order to implement projects to further improve service to transit users.

Demonstration of Benefits

With the addition of the transfer facility and sidewalks at bus stops and other pedestrian amenities such as pedestrian signals and marked walkways, transit users—as well as all other individuals traveling via foot, bicycle, or wheelchair—will enjoy an increased sense of safety and be able to more easily access the transit system, their homes, jobs, health care, and other businesses that provide the goods and services they need. People who could benefit from transit use will be more encouraged to do so, and to do so more frequently, when they have a safer and more comfortable environment in which to travel on foot. Improving access to bus stops and local businesses will also help to increase the patronage of businesses along the bus routes, as it will be easier, more convenient, and safer for pedestrians to get to the businesses.

The greatest benefits will be seen by transit users with mobility impairments, especially those in wheelchairs, who may find it very difficult, if not impossible, to access the bus stops as they are currently. The placement of ADA-compliant sidewalks will give wheelchair users access where they may not have had access before, and will make it easier for them to access businesses in the vicinity of the bus stops.

The transfer facility will improve the convenience of accessing the retail, medical, service, and food and beverage locations nearby, and will increase the efficiency of the transit service by making it easier and less time-consuming for transit users to change routes. (See the attachment titled "Red-Green-Orange Routes.pdf" for a map of the area identified for the transfer facility.) The transfer facility will also increase the safety of the waiting environment in this congested area. With the improvements relating to ease of access, shortened waiting times, and safety, it is expected that utilizing transit service will be more attractive and ridership will increase due to the amenities provided by the new facility. Additionally, sidewalk placement will also include, where possible, a buffer area of green space between 3 and 5 feet, which will separate the roadway from the sidewalk. This distance between the roadway and sidewalk will further increase the safety of people traveling on the sidewalk, by placing a greater distance between them and traffic, reducing the risk of injury due to collisions. The potential for pedestrian-involved crashes will be further reduced with the addition of crosswalks, which will increase the visibility of pedestrians to drivers by signaling drivers to actively watch for pedestrians crossing the street.

Planning and Local/Regional Prioritization

This project is consistent with priorities cited in the 2045 Metropolitan Transportation Plan (MTP), which is the long-range transportation plan for the Hattiesburg Metropolitan Planning Area (MPA). Chapter 4, Goal 1, includes the following objectives: Improve mobility and access across the region for pedestrians and bicyclists; and make public transportation a viable choice mode of transportation. Chapter 4, Goal 2, includes the following objective: Reduce pedestrian and bicycle crash fatalities and serious injuries. Strategies include expanding walking infrastructure and making bus stop improvements. An inventory of existing sidewalks and bicycle facilities conducted for the MTP revealed that sidewalks and bicycle facilities were mostly concentrated in the Central Business Districts of Hattiesburg and in the vicinity of the University of Southern Mississippi, but were severely lacking in all other areas of Hattiesburg—including many of the areas around transit stops. Due to this identified deficiency, it is a priority of the Metropolitan Planning Organization (MPO) and the City of Hattiesburg to work together to make improvements to pedestrian amenities near transit stops. While this project has not been included in the 2021-2024 Transportation Improvement Plan (TIP), this project is on a list of TIP amendments planned for January 2022.

Local Financial Commitment

The local matching funds for this project will come from the city's General Fund. The City of Hattiesburg has approved a resolution to commit \$876,600 (30% local share) across four (4) years to this project. A copy of the resolution is included in the attachments, with the file name "Resolution-Match Commitment."

Project Implementation Strategy

Can this project be obligated within 12 months? ☒ Yes ☐ No

The project will consist of 5 separate project sites. The City will bid each site separately as the design work and right-of-way acquisition for each is completed. This will ensure timely completion of the project as a whole—with no single site delayed unnecessarily due to complexities or challenges at the other sites—and will increase the feasibility of participation for smaller contractors, such as Disadvantaged Business Enterprises (DBEs). Once the grant award is approved, the approval of the design contract for all sites will take place in the first through second months of the project. Site surveys will begin in the second month, and are expected to be completed for all sites during the 5th month. The design plans are expected to reach 50% completion during the 4th month through the 8th month. Right of way acquisition, environmental review, and utility relocation will be conducted during the 5th through 20th months. Design plans are expected to reach 90% completion during the 5th month through the 13th month, and bid document review will also occur during this time. During the 14th month through the 22nd month, the design plans should be 100% complete, and City Council approval to advertise for bids will be obtained. The bidding phase will begin in the 15th month and is expected to be completed in the 25th month, with construction at some sites beginning as early as the 18th month. It is projected that construction should be completed at all sites during month 33. Understanding that delays may occur for a variety of reasons, an allowance for delays was taken into consideration in the development of this timeline.

While this project has not been included in the 2021-2024 Transportation Improvement Plan (TIP), this project is on a list of TIP amendments planned for January 2022.

Please see the attached HPFL-MPO letter of support titled "Letter of Support - MPO."

Technical, Legal, and Financial Capacity

The City of Hattiesburg has the technical, legal, and financial capacity to undertake this project, as evidenced by many years of experience successfully managing grant-funded projects from a variety of different agencies. The City of Hattiesburg receives grant funds to assist with various projects across several city departments. We have several grants that we are awarded repeatedly on a yearly basis. Additionally, we have received ongoing funding from the Federal Transit Administration for many years to support the operation of Hub City Transit.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cecilia Jones
cc: Kermas Eaton, City Clerk
Date: Tuesday, December 7, 2021
Re: Acknowledge Proof of Publications for the Clarion Ledger for the month of October 2021.
File Number: 2021-1354
Minute Book #

Summary

Acknowledge Proof of Publications for the Clarion Ledger for the month of October 2021.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for the Clarion Ledger for the month of October 2021.

Please place this on the December 7, 2021 City Council meeting for consideration.

Clarion Ledger**Hattiesburg American**

PART OF THE USA TODAY NETWORK

ACCOUNT NAME The City Of Hattiesburg		ACCOUNT # 211698	PAGE # 1 of 1
INVOICE # 0004190680	BILLING PERIOD Oct 1- Oct 31, 2021	PAYMENT DUE DATE November 20, 2021	
PREPAY (Memo Info) \$0.00	UNAPPLIED (included in amt due) \$0.00	TOTAL AMOUNT DUE \$223.78	
BILLING ACCOUNT NAME AND ADDRESS The City Of Hattiesburg Cecilia Jones P.O. Box 1898 Hattiesburg, MS 39403-1898 		BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com	FEDERAL ID 71-0004640
Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.			

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To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: **C19347.**

Date	Description	Amount
10/1/21	Balance Forward	\$0.00

Package Advertising:

Start-End Date	Description	PO Number	Package Cost
4/8/21-4/8/21	0004677217 PUBLIC NOTICE REQUE	RFP Corrid	\$59.06
10/7/21-10/14/21	0004933406 NOTICE TO BIDDERS	Police Loc	\$82.36
10/7/21-10/14/21	0004933415 NOTICE TO BIDDERS	Police Dis	\$82.36

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Clarion Ledger**Hattiesburg American**

PART OF THE USA TODAY NETWORK

ACCOUNT NAME The City Of Hattiesburg		PAYMENT DUE DATE November 20, 2021		AMOUNT PAID		
ACCOUNT NUMBER 211698		INVOICE NUMBER 0004190680				
CURRENT DUE \$223.78	30 DAYS PAST DUE \$0.00	60 DAYS PAST DUE \$0.00	90 DAYS PAST DUE \$0.00	120+ DAYS PAST DUE \$0.00	UNAPPLIED PAYMENTS \$0.00	TOTAL AMOUNT DUE \$223.78
REMITTANCE ADDRESS (Include Account# & Invoice# on check) Clarion Ledger/Hattiesburg American P.O. Box 677577 Dallas, TX 75267-7577			TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW: ☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMEX Card Number _____ Exp Date ____/____/____ CVV Code _____ Signature _____ Date _____			

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001090.6150

**AFFIDAVIT OF PUBLICATION
THE CLARION-LEDGER**

TO: CITY OF HATTIESBURG
600 E AMITE ST
JACKSON, MS 39201
Acct# TCL-H299899

This is not an invoice

of Affidavits: 1

Ad Number: 0004677217

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

In said newspaper in the issue(s) dated:

04/08/2021

Size: 438 words / 1 col. x 72 lines

Published: 1 time(s)

Now due on said account is \$59.06

Signed *Nancy Jacobis*
Authorized Clerk of The Clarion-Ledger

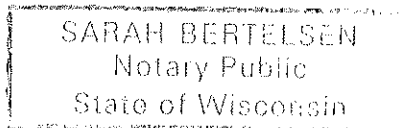
SWORN to and subscribed before me on November 17, 2021.

Sarah Bertelsen
Notary Public, State of Wisconsin, County of Brown

7/27/25

My commission expires

(SEAL)



PUBLIC NOTICE
REQUEST FOR PROPOSALS

The City of Hattiesburg is issuing a Request for Proposals for Commercial Overlay Corridor Districts from planners, architects, engineers and other related professionals for two corridors: East Hardy Street (between Williams Street and the Leaf River and including the Gulfport Street connection for Hall Avenue) and Hall Avenue (between West Pine Street, including the overpass of the Norfolk Southern line and the Canadian National line, and a new intersection with Gulfport Street). The goal of these Commercial Overlay Corridor Districts is to enhance quality of life of the surrounding neighborhoods and spur development. The plans should consider key issues including Special Hazard Flood Zones and Local Historic Districts. Considerations include, but are not limited to: existing conditions; feasibility of walkable, functional neighborhoods and mixed-use districts; redevelopment opportunities that support an economically viable and sustainable community; character and history; design guidelines; implementation language and public participation. The intended outcome of the project is to adopt Commercial Overlay Corridor Districts into the existing Land Development Code to guide and encourage economic development in these key corridors.

Proposals are due no later than 10:00 a.m., Thursday, May 13, 2021. Any proposals received after this deadline may be returned to the offeror unopened. The City reserves the right to reject any and all proposals, and/or divide any project into sections. The full RFP can be found on the City of Hattiesburg's website at www.hattiesburgms.com/public-notices/.

Inquiries and requests for proposal packets should be addressed to:
Dept. of Urban Development
City of Hattiesburg
P.O. Box 1898/200 Forrest Street
Hattiesburg, MS 39403-1898
601-545-4599
planning@hattiesburgms.com
PUBLISHED by the Order of the Council on the 6th day of April, 2021.

CITY OF HATTIESBURG, MISSISSIPPI
BY: Kermas Eaton /s/
CITY CLERK
(SEAL)

Publish (1) in the Legal section: Thursday, April 8, 2021
Also Publish (1) in the Legal section of the Clarion Ledger as soon thereafter as possible.

Return PROOF to
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
4/8/2021

0004677217-01

088603.7100.22

Hattiesburg American

PART OF THE USA TODAY NETWORK

Clarion Ledger

PART OF THE USA TODAY NETWORK

Customer: THE CITY OF HATTIESBURG
Address: 200 FORREST ST
 HATTIESBURG MS 39401-

Acct. #: TCL-C19347
Phone: 6015454571

Ordered By: THE CITY OF HATTIESBURG
 Cecilia Jones

Word Count 329

OrderStart Date: 10/07/2021

Order End Date: 10/14/2021

<u>Tear Sheets</u>	<u>Affidavits</u>	<u>Blind Box</u>	<u>Promo Type</u>	<u>Materials</u>	<u>Special Pricing</u>	<u>Size</u>
0	1					1 X 54.00

<u>Account</u>	<u>AD#</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
TCL-C19347	0004933406	\$0.00	\$82.36	Invoice	\$0.00	\$82.36

Sales Rep: cscheiderm

Order Taker: cscheiderm

Order Created 09/28/2021

Product	Placement	Class	# Ins	Start Date	End Date
TCL-clarionledger.com	TCLW-Legals	Public Notices	2	10/07/2021	10/14/2021
TCL-The Clarion Ledger	TCL-Legals	Public Notices	2	10/07/2021	10/14/2021

When tables or tabular matter are included, each line of the standard newspaper column shall be considered as containing at least six (6) words. Printers and publishers may charge such fees per line which are acceptable to the party placing the publication not to exceed the Twelve Cents (12 cent(s)) and Ten Cents (10 cent(s)) per word.

Text of Ad: 09/28/2021

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:
 Proposals will be accepted until 10:00a.m. On Thursday, November 4, 2021, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal.
 Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.
 Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on November 18, 2021, at 10:30a.m. for Police Men/Women Lockers and Day Lockers

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 5th day of October, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/
 City Clerk

10/07, 10/14/2021

0004933406-01

**AFFIDAVIT OF PUBLICATION
THE CLARION-LEDGER**

TO: THE CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG, MS 39401
Acct# TCL-C19347

This is not an invoice

of Affidavits 1

Ad Number: 0004933406

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspaper editions dated as follows :

In said newspaper in the issue(s) dated:

10/07/2021, 10/14/2021

Size: 329 words / 1 col. x 54 lines

Published: 2 time(s)

Now due on said account is \$82.36

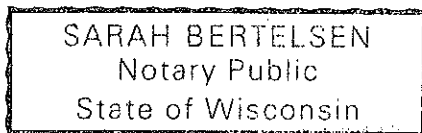
Signed *Dwaine Roberts*
Authorized Clerk of The Clarion-Ledger

SWORN to and subscribed before me on October 14, 2021.

Sarah Bertelsen
Notary Public, State of Wisconsin, County of Brown

7/27/25
My commission expires

(SEAL)



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PUBLISHED by Order of the Council on this, the 5th day of October, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
City Clerk

10/07, 10/14/2021

0004933406-01

088603.7100.22

Hattiesburg American

PART OF THE USA TODAY NETWORK

Clarion Ledger

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Customer: THE CITY OF HATTIESBURG
Address: 200 FORREST ST
 HATTIESBURG MS 39401-

Acct. #: TCL-C19347
Phone: 6015454571

Ordered By: THE CITY OF HATTIESBURG
 Cecilia Jones

Word Count 329

OrderStart Date: 10/07/2021

Order End Date: 10/14/2021

Tear Sheets	Affidavits	Blind Box	Promo Type	Materials	Special Pricing	Size
0	1					1 X 54.00

Account	AD#	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
TCL-C19347	0004933415	\$0.00	\$82.36	Invoice	\$0.00	\$82.36

Sales Rep: cscheiderm

Order Taker: cscheiderm

Order Created 09/28/2021

Product	Placement	Class	# Ins	Start Date	End Date
TCL-clarionledger.com	TCLW-Legals	Public Notices	2	10/07/2021	10/14/2021
TCL-The Clarion Ledger	TCL-Legals	Public Notices	2	10/07/2021	10/14/2021

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Text of Ad: 09/28/2021

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CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
City Clerk

10/07, 10/14/2021

0004933415-01

AFFIDAVIT OF PUBLICATION THE CLARION-LEDGER

TO: THE CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG, MS 39401
Acct# TCL-C19347

This is not an invoice

of Affidavits ¹

Ad Number: 0004933415

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspaper editions dated as follows :

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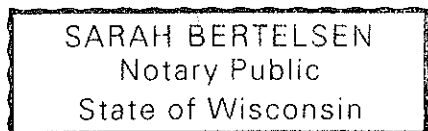
Signed *Danise Roberts*
Authorized Clerk of The Clarion-Ledger

SWORN to and subscribed before me on October 14, 2021.

Paul But
Notary Public, State of Wisconsin, County of Brown

7/27/25
My commission expires

(SEAL)



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CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eatorv/
City Clerk

10/07, 10/14/2021

0004933415-01



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sylvester London, Division Manager

cc:

Date: Tuesday, December 7, 2021

Re: Acknowledge receipt of the two quote docket for the period of October 25, 2021 through November 28, 2021 as provided for in 31-7-13(b) of the Mississippi Code of 1972.
File Number: 2021-1359
Minute Book #

Summary

Acknowledge receipt of the two quote docket for the period of October 25, 2021 through November 28, 2021 as provided for in 31-7-13(b) of the Mississippi Code of 1972

Recommendation Statement

Attached is the unadvertised bid docket for the period of October 25, 2021 through November 28, 2021, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the December 7, 2021 City Council meeting for consideration.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 225322

ITEM: GREEN/BROWN/BLUE CARTS FOR SANITATION/RECYCLE

BID #1

WINNING BID

COMPANY OTTO ENVIRONMENTAL SYS NA(CONTAINER)

BID

AMOUNT \$28,125.00

BID #2

COMPANY PLUM CRREEK ENVIRONMENTAL

BID

AMOUNT \$33,705.00

BID #3

COMPANY _____

BID

AMOUNT _____

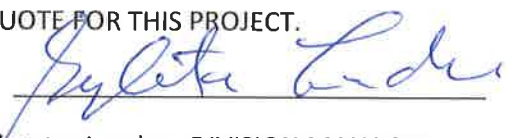
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1015
103 Faulkner St
Hattiesburg, MS 39401

Purchase Order Number **00225322**

Purchase Order Date **10/25/2021**

Department **SANITATION DIVISION**

FID 64-6000432

Vendor 3823
OTTO ENVIRONMENTAL SYS NA(CONTAINER)
12700 GENERAL DRIVE
CHARLOTTE, NC 28273

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		3823	225364	JACKIE MCCLAIN	

NOTES

2 QUOTE GRN/BRN/BLUE CARTS FOR SANITATION/RECYCLE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	95 GAL MIL CART #9785656-56 GREEN #9785658. PLEASE SEE ATTACHED BID GL #: 001220 - 559000	200.0000	EACH	\$62.5000	\$12,500.00
2	95 MIL BROWN- CART 63 BROWN #9786363 GL #: 001220 - 559000	150.0000	EACH	\$62.5000	\$9,375.00
3	44-BLUE 95 GAL CART-RECYCLE- ITEM 9784444 QUOTE 15735 .ESTIMATED FREIGHT COST WILL BE ADDED WHEN INVOICED. LEAD TIME IS APPROX. 8 WEEKS. GL #: 001220 - 559001	100.0000	EACH	\$62.5000	\$6,250.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$28,125.00

Purchase Order Total **\$28,125.00**

Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, NC 28273



Quote: 15735

Oct. 21, 2021

Page: 1/4

Jacqueline McClain A/P
City of Hattiesburg, MS
ACCOUNTING Dept
PO Box 1898
Hattiesburg MS 39403-1898

Dear Jacqueline,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to City of Hattiesburg, MS. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: October 21, 2021 - November 20, 2021

Line	Product	Description	Quantity	Net Price	Net Value
20	9785656-FI0OR000H0-HATTIESMSM01	95 Gal Mil Cart HATTIESMS (SK)c **RFID**	200 Each	62.50 USD / 1 Each	12,500.00 USD
List Price 62.50 USD / 1 Each 12,500.00 USD Freight 2,702.50 USD 1,201.11 USD					
Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart Base Color: 56 - Green Lid Color: 56 - Green Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD RFID: RFID					
30	9786363-FI0OR000H0-HATTIESMST01	95 Mil Trash HATTIESMS (SK)c **RFID**	150 Each	62.50 USD / 1 Each	9,375.00 USD
List Price 62.50 USD / 1 Each 9,375.00 USD Freight 2,702.50 USD 900.83 USD					
Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart Base Color: 63 - Brown Lid Color: 63 - Brown Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD RFID: RFID					



Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, NC 28273



Quote: 15735

Page: 2 / 4

40	9784444-FIDOR000HH-HATTIESMSR01	95 Mil Recycl HATTIESMS ***RFID*** (SK)c	100 Each	62.50 USD / 1 Each	6,250.00 USD
List Price			62.50 USD / 1 Each		6,250.00 USD
Freight			2,702.50 USD		600.56 USD
Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart					
Base Color: 44 - Blue					
Lid Color: 44 - Blue					
Wheel: 10" WHEEL X .844 INJCT MLD 2.85" INTG SP					
RFID: RFID					

Total Item Net Value	28,125.00 USD
Freight	2,702.50 USD
Total	30,827.50 USD

Payment Terms: 30 days net

Incoterms: Free on Board (INTL), Destination

All Credit Card transactions are subject to a 2.5% processing fee.

Current lead times are approximately 8 weeks from order date.

Orders containing premium colors may or may not include extended lead times.

Sincerely,

John Van Ness

John.VanNess@otto-usa.com



1302 East Industrial Access Rd | West Point, MS 39773

www.plumcreeket.com

662-327-4183

PRICE QUOTE

City of Hattiesburg, MS

twoquote@hattiesburgms.com

PLUM: 95 Gallon Millennium Cart

October 25, 2021

Quantity	Capacity	Price Each	Total Price
450	95 Gallon Millennium	\$74.90	\$33,705.00
	Freight estimate (Hattiesburg, MS)		\$2,900.00
TOTAL COST:			\$36,605.00

Lead time approx. 3-4 weeks

Quantity Breakdown:

(200) Green Carts
(150) Brown Carts
(100) Blue "Recycle" Carts

Terms: Net 30 Days. Freight not included in quoted price. Our quoted prices do not include any Sales, Use, or any other tax of a similar nature Federal, State or Local in origin; and any such tax applicable to the transaction is to be paid by the purchaser. Unless otherwise specified, prices firm for an acceptance period of (15) fifteen days from quote date. Price subject to change prior to order acceptance.

Thank you for the opportunity!

Jennifer White

Jennifer White

Plum Creek Environmental

(662) 295-5303 Cell

(662) 327-4183 Office

jwhite@plumcreeket.com

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

QQ# 225361

ITEM: CHRISTMAS 2021 DÉCOR

BID #1

WINNING BID

COMPANY JUBILEE DÉCOR

BID

AMOUNT \$11,908.37

BID #2

COMPANY MOSCA DESIGN

BID

AMOUNT \$2,800.00 (SEE ATTACH FOR REASON THEY WEREN'T CHOSEN)

BID #3

COMPANY _____

BID

AMOUNT _____

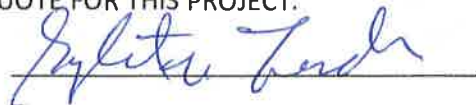
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1005
200 Forrest St - 3rd Floor
Hattiesburg, MS 39401

Vendor 48161
JUBILEE DECOR
406 RIVER FALLS ST #127
AUDALUSIA, AL 36420

Purchase Order

Fiscal Year 2022 Page 1 of 1

Purchase Order Number **00225361**
Purchase Order Date **10/26/2021**
Department **MAYOR ADMIN**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	JUSTIN@JUBILEEDECOR.COM	48161	225382	Zach Jones	

NOTES

CHRISTMAS 2021 DECOR

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	BELL DISPLAY FOR BRIDGE 14' L X 5' T, ALUM FRAME FINISHED W 5MM LED LIGHTS FOLIAGE & ROPE LIGHT 96" TRIPLE FRAME WREATH AT 4' OUTDURA BOW AND C7 LED LIGHTS FREIGHT GL #: 001207 - 560500	1.0000	EACH	\$11,906.3700	\$11,906.37
					\$11,906.37

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$11,906.37

Purchase Order Total \$11,906.37

Jubilee Decor
406 River Falls St #127
Andalusia, AL 36420 US
(334) 403-4110
justin@jubileedecor.com
www.jubileedecor.com

Estimate 1339



Hattiesburg Bid

ADDRESS	SHIP TO
Betsy Mercier	Betsy Mercier
City of Hattiesburg	City of Hattiesburg
200 Forrest St.	200 Forrest St.
Hattiesburg, MS 39401	Hattiesburg, MS 39401

DATE
09/13/2021

TOTAL
\$11,906.37

PAYMENT TERMS
NET30

SALES REP
GH

ACTIVITY	QTY	RATE	AMOUNT
Metal:Custom Aluminum Custom Bell Display for Bridge. 14' long by 5' tall aluminum frame finished with 5mm LED lights, foliage, and rope light trim.	2	4,240.90	8,481.80
Wreaths:Wreath Triple-96" 96" Triple Frame Wreath with a 4' Outdura Bow and C7 LED Lights	1	2,274.57	2,274.57
Freight Charge	1	1,150.00	1,150.00

TOTAL \$11,906.37

THANK YOU.

Accepted By

Accepted Date

Delivery Date:

Before 12/10/21

Grant Holley





5900 Kelbrook Lane. Glen Allen, VA 23059

Phone: 804-380-2705

Fax: 919-954-0203

Price Quote

Contract / Price Quote

Bill to: City of Hattiesburg
Attn: Purchasing
PO Box 1898
Hattiesburg MS 39403-1898

Date: 7/30/21
F.O.B.: Bill Customer
Shipping Date: ASAP
Via: Best Available

Ship To: 39403

Sales Tax Exemption # _____

Quantity	Size	Description	Price	Unit	Amount
1	96"	Triple Frame with with 4' Outdura Bow and C7 LED lights	\$2,800		\$2,800

Turn around time: 6 weeks from order date

Freight will be billed upon delivery. Estimate: \$300

Total Merchandise \$ 2,800
Applicable Sales Tax \$ n/a
Installation \$ n/a
Balance Due \$ 3,100

Joel Mosca
Mosca Design Representative

Purchaser

Date

Date

By signing above purchaser agrees to the terms of the price quote and authorizes Mosca Design, Inc. to place order accordingly. Quote good for 90 days and while supplies last.
or mail price quote to Mosca Design, Inc.

October 20, 2021

I called Mosca Design and talk to Joel Mosca regarding the 2 Quote and he said they were not able to supply the Bell Display for Bridge, 14' long by 5' tall aluminum frame finished with lighting (*LED), foliage and rope trim lights.

Sylvester London, Purchasing Manager

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OO# 225451

ITEM: RYE GRASS SEEDS CITY WIDE USE

BID #1

WINNING BID

COMPANY A & R FARM AND GARDEN

BID

AMOUNT \$20,190.00

BID #2

COMPANY GREENPOINT HOLDINGS LLC

BID

AMOUNT \$28,200.00

BID #3

COMPANY _____

BID

AMOUNT _____

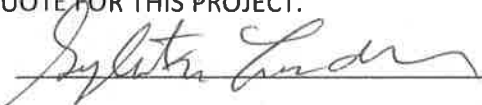
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1008
139 Parkway Blvd.
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00225451**

Purchase Order Date **11/03/2021**

Department **PARKS & REC MAINT DIV**

FID 64-6000432

Vendor 2023
A & R FARM AND GARDEN
5367 OLD HIGHWAY 42
HATTIESBURG, MS 39401-1366

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	pernyarnold54@gmail.com	2023	225517	Akira Lewis	

NOTES

P&R TWO QUOTE- RYE GRASS SEEDS CITY WIDE USE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	QTY OF 60- GULF ANNUAL RYE GRASS SEEDS GL #: 002300 - 544000	1.0000	EACH	\$2,130.0000	\$2,130.00
2	QTY OF 270 ANNUAL TURF TYPE RYE GRASS SEED-NUSPRINT OR TXR OR APPROVED EQUAL VENDOR SHALL PROVIDE SEED DOCUMENTATION WITH BID-ALL BALLFIELDS RYE GRASS WILL BE ANNUAL SHORT RYE GRASS GL #: 002300 - 544000	1.0000	EACH	\$18,360.0000	\$18,360.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$20,490.00

Purchase Order Total \$20,490.00



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgosa

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: PERRY ARNOLD (A&R FARM AND GARDEN)
FROM: CITY OF HATTIESBURG
RE: BID REQUEST
DATE: 10/27/2021

This is a request to bid on the following:

1. Annual Turf Type Rye Grass Seed-Nusprint or TXR or Approved
Equal Vendor Shall Provide Seed Documentation with Bid-All
Ballfields Rye Grass Will be Annual Short Rye Grass at a Quantity of
270.

Total: \$ 18360⁰⁰

2. Gulf Annual Rye Grass Seed at a Quantity of 60.

Total: \$ 2,130⁰⁰

3. Freight/Shipping to 101 Parkway Blvd Hattiesburg, MS 39401

Total: \$ 20,490⁰⁰

Bid request is due by 5:00pm on November 1, 2021 and must be returned
via email to slondon@hattiesburgms.com.

Print Name: Perry Arnold
Signature: [Signature]
Date: 10-29-21

CITY OF HATTIESBURG • POST OFFICE BOX 1898 • HATTIESBURG, MISSISSIPPI • 39403-1898





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

TO: GREENPOINT

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 10/27/2021

This is a request to bid on the following:

1. Annual Turf Type Rye Grass Seed-Nusprint or TXR or Approved Equal Vendor Shall Provide Seed Documentation with Bid-All Ballfields Rye Grass Will be Annual Short Rye Grass at a Quantity of 270.

① only have 120 bags Nu-Sprint @ 65.00 per Bag
② Tennessee Turf is @ 125.00 per Bag Total: \$ 7800.00 on Nu-Sprint only
- only other option

2. Gulf Annual Rye Grass Seed at a Quantity of 60.

Tennessee Turf @ 150 bags 18,750.00

① I have Winterhawk or Grits same as Gulf Total: \$ 1650.00
@ 27.50 per Bag

3. Freight/Shipping to 101 Parkway Blvd Hattiesburg, MS 39401

Depends on
Total: \$ Needs ?

Bid request is due by 5:00pm on November 1, 2021 and must be returned via email to slondon@hattiesburgms.com.

Print Name: Mark Columbus

Signature: *[Signature]*

Date: 10/28/21

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 225486

ITEM DITCH AT VERNON DAHMER PARK-ENG

BID #1

WINNING BID

COMPANY WALKER CONSTRUCTION

BID

AMOUNT \$49,500.00

BID #2

COMPANY RJM MCQUEEN CONTRACTING INC

BID

AMOUNT \$65,631.94

BID #3

COMPANY FAIRLEY CONSTRUCTION SERVICES INC

BID

AMOUNT \$74,800.00

BID #4

COMPANY WALTERS CONSTRUCTION COMPANY INC

BID

AMOUNT \$126,125.00

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order Number **00225486**

Purchase Order Date **11/04/2021**

Department **ENGINEERING**

FID 64-6000432

Vendor 4568
WALKER CONSTRUCTION
344 HIGHWAY 13
WIGGINS, MS 39577-8811

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
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JAMIEWCONST@GMAIL.COM

4568

225557

Sharon Waits

NOTES

2-QUOTE DITCH AT VERNON DAHMER PARK-ENG

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	INSTALL PIPE PROVIDED BY THE CITY AS OUTLINED IN ADDENDUM #1 OF QUOTE REQUEST FOR IMPROVEMENTS TO DITCH AT VERNON DAHMER PARK. GL #: 001206 - 729500	1.0000	EACH	\$49,500.0000	\$49,500.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$49,500.00

Purchase Order Total \$49,500.00

City Clerk

Walker Construction, LLC

344 Highway 13
Wiggins, MS 39577

Estimate

Date	Estimate #
10/28/2021	1205

Name / Address
CITY OF HATTIESBURG ACCT DEPT P O BOX 1898 HATTIESBURG, MS 39403

Project

Item	Description	Qty	Rate	Total
CONSTRUCTION	INSTALL PIPE PROVIDED BY CITY AS OUTLINED IN ADDENDUM #1 VERNON DAHMER PARK . HATTIESBURG MS		49,500.00	49,500.00
<i>Jain Walker</i> <i>Quote good for 60 days jw</i>		RECEIVED NOV - 4 2021 <i>sl</i> AWARDED		
		Total		\$49,500.00

Walker Construction, LLC

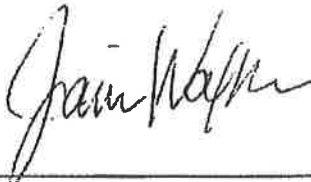
344 Highway 13
Wiggins, MS 39577

Estimate

Date	Estimate #
10/22/2021	1204

Name / Address
CITY OF HATTIESBURG ACCT DEPT P O BOX 1898 HATTIESBURG, MS 39403

Project

Item	Description	Qty	Rate	Total
CONSTRUCTION	GRADE DITCH TO PLANS PROVIDED BY SHOWS DEARMAN & WAITS		72,000.00	72,000.00
				
Quote good for 60 days. jw			Total	\$72,000.00

CITY OF HATTIESBURG
ENGINEERING DEPARTMENT
COVER SHEET

DATE: 10/14/2021

TO: Jamie Walker

PHONE: 601-408-5251

EMAIL: jamiewconst@gmail.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL **Lamar Rutland** AT **601-545-4540** IF YOU HAVE ANY QUESTIONS.

THANK YOU,

Sharon Hensarling
Accountant, Engineering Department
601-545-4541
shensarling@hattiesburgms.com

**CITY OF HATTIESBURG
TWO-QUOTE BID INSTRUCTIONS**

Please find attached specifications for: DITCH AT VERNON DAHMER PARK

Contractor shall provide cost for labor, materials and equipment to regrade the existing ditch at Vernon Dahmer Park per the attached plans. The existing ditch lies northeast of the baseball fields and drains in a southerly direction. Contractor must be able to start work within 30 days of notification to proceed and complete the job within 30 days of starting.

Bids are due in the Purchasing Department NO LATER THAN 5:00 P.M. ON: October 22, 2021

Contact Person(s): Lamar Rutland 601-545-4540 or 601-606-2077

AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS, ALL BIDS MUST HAVE:

PRICE
PRICE EXPIRATION DATE
DELIVERY DATE

TOTAL BID PRICE
SIGNATURE OF AUTHORIZED BIDDER
DATE

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO: City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

or EMAILED TO: twoquote@hattiesburgms.com

or EMAILED TO: slondon@hattiesburgms.com

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

If you do not intend to bid, please inform us by using one of the methods above.

Your assistance with our bid process is most appreciated.

PURCHASING DEPARTMENT
CITY OF HATTIESBURG

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TEL: 0115 933 6000 FAX: 0115 933 6001
E-MAIL: enquiries@hospitals.co.uk
WWW: www.hospitals.co.uk

Abstract

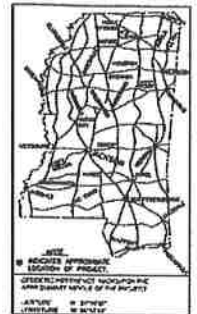
**BOARD
CITY OF HASTINGS
NORTH & SOUTH CITY
SAY JUNE 8 STREET**

Call 1-800-445-4444
or 1-800-445-4444

1984 年 6 月 24 日
1984 年 6 月 24 日
1984 年 6 月 24 日
1984 年 6 月 24 日

FOR

FOR THE



ACKNOWLEDGMENTS

- 1 COVER SHEET
2 VOLUME MAP
3 GENERAL NOTES, LEGEND AND ABBREVIATIONS
4 TYPICAL SECTIONS
5 BRICK AT VERMONT DAMMER PARK STA 10+00 - STA 30+00
6 BRICK AT VERMONT DAMMER PARK STA 10+00 - STA 20+00
7 CROSS SECTIONS
8 VERTICAL SCHEDULE
9 TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
10 DETAIL OF SEDIMENT BARRIER APPLICATIONS
11 DETAIL OF IN-CHANNEL EROSION
12 DETAIL OF CHECK STRUCTURES TYPICAL APPLICATIONS AND DETAILS
13 DETAILS OF EROSION CONTROL, WATERLINE DETAIL CHECK



Toby Barker

Ann Jones

Carter Carroll, President
Jeffrey George, Vice President
Deborah Denard Delgado
Nicholas Brown
Dave Ware

Lucas Rutland, PE

PREPARED BY:



SDW
Engineering Progress
The Division of Professional Development

Serial No. 1
 Drawing No. 1125-182

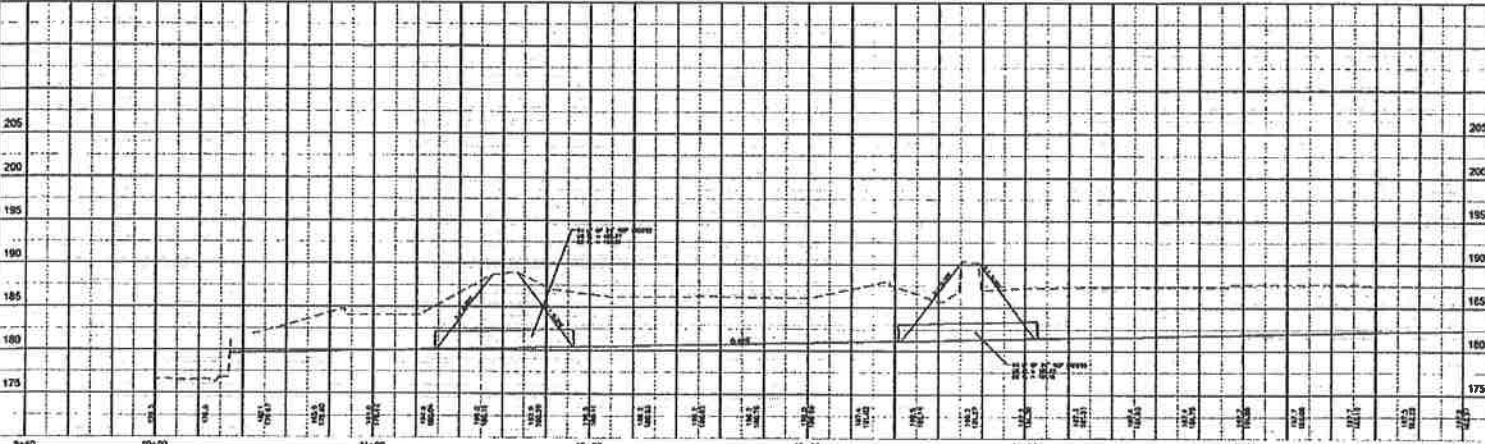
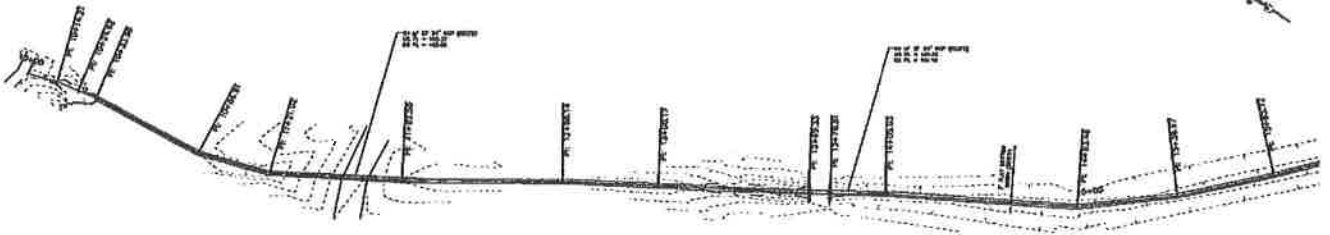


**Know what's below.
Call before you dig.**

OCTOBER 2021

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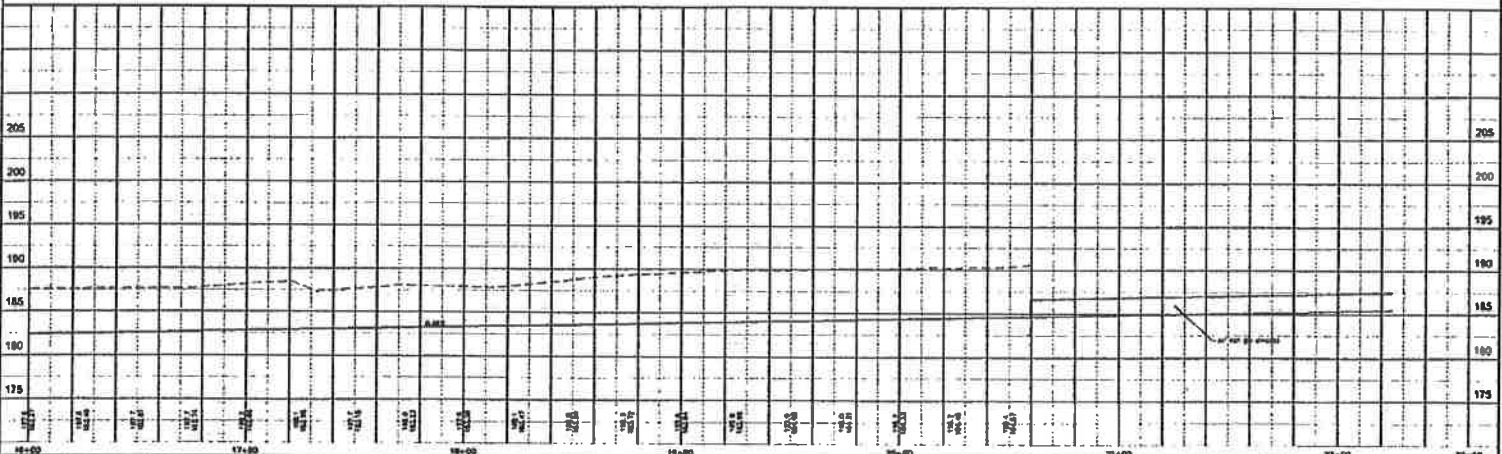
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DITCH AT VERNON DAMMER PARK
 CITY OF HATTIESBURG, MISSISSIPPI

DATE: 12/15/11	BY: [Signature]
CHECKED: 12/15/11	BY: [Signature]
APPROVED: 12/15/11	BY: [Signature]

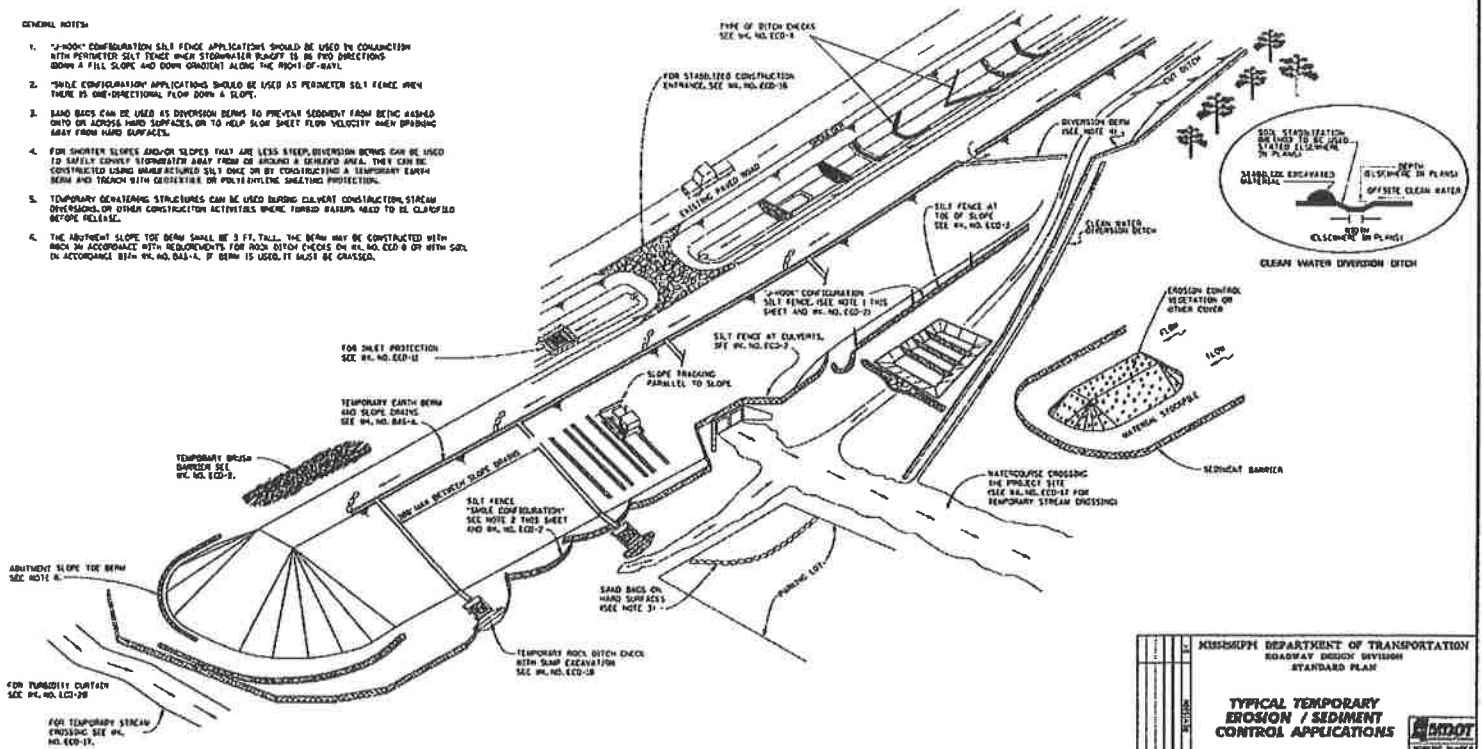
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 Engineering & Surveying
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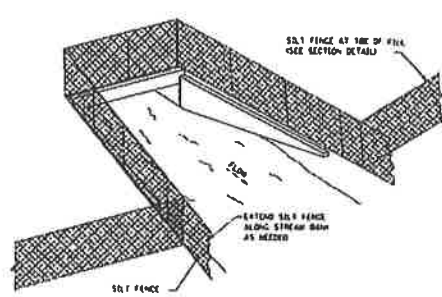
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GENERAL NOTES

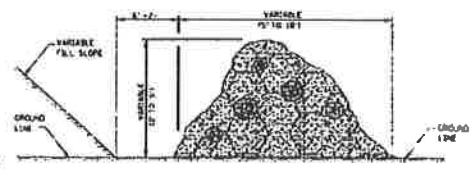
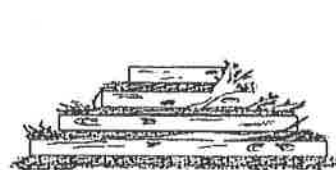
1. "J-HOOK" CONFIGURATION SALT FENCE APPLICATIONS SHOULD BE USED IN COMBINATION WITH PERMEABLE SALT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE FRONT OF HAIL.
2. "SHIELD" CONFIGURATION APPLICATIONS SHOULD BE USED AS PERIMETER SALT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BARS CAN BE USED AS DIVERSION BERM TO PREVENT SEDIMENT FROM BEING WASHED INTO OR ACROSS HARD SURFACES OR TO HELP SLOW SHEET FLOW VELOCITY WHEN SPREADING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A GRAVELED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SALT FENCE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DRAINAGE STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE FURNISH BARRIERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE MINIMUM SLOPE FOR BERMS SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON H&M NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH H&M NO. DAB-4. IF BERM IS USED, IT MUST BE GRADED.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
ROADWAY DESIGN DIVISION	
STANDARD PLAN	
TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS	
H&M NO. ECD-1	
ISSUE DATE: AUGUST 11, 2011	SHEET NUMBER 6101



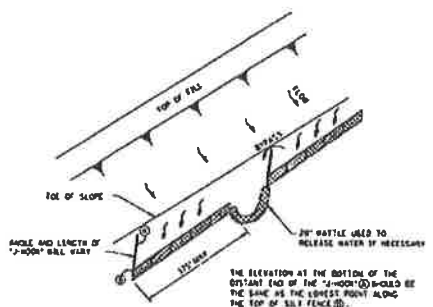
SEDIMENT BARRIER AT CROSS DRAIN



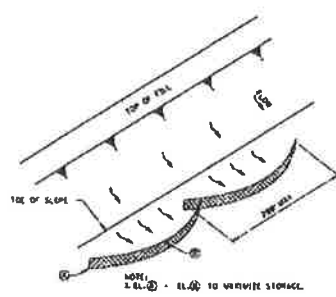
FRONT ELEVATION
SIDE ELEVATION
TEMPORARY BRUSH BARRIER

- NOTES:
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
 2. PLACE BRUSH LOGS AND TREE LIPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO PROPERLY SECURE THE BARRIER AS DETAILLED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
 3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMEDIATE THE BRUSH LOGS AND TREE LIPS SO AS NOT TO FORM A SOLID DAM.
 4. THE BRUSH BARRIER MUST BE COVERED WITH FILTER FABRIC, THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BIDD.
 5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

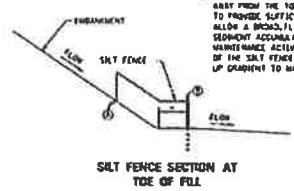
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON MS.DS.ECD-3



"J-HOOK" SILT FENCE APPLICATION



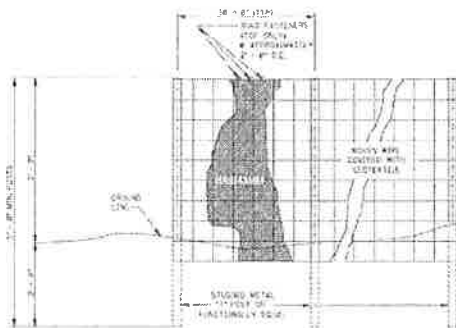
"SMILE-CONFIGURATION" SILT FENCE APPLICATION



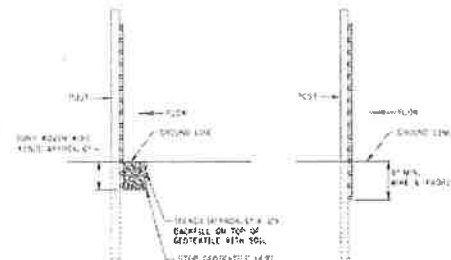
* SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A PROXIMATE AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO IMPROVE STORAGE.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
DETAILS OF SEDIMENT BARRIER APPLICATIONS	
ISSUE DATE: 8/20/01	MS.DS.ECD-2 SHEET NUMBER 6102

STATE	PROJECT NO.
MISS.	



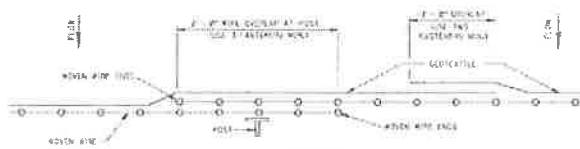
ELEVATION VIEW



METHOD 1

METHOD 2
MECHANICAL INSTALLATION

SIDE VIEW

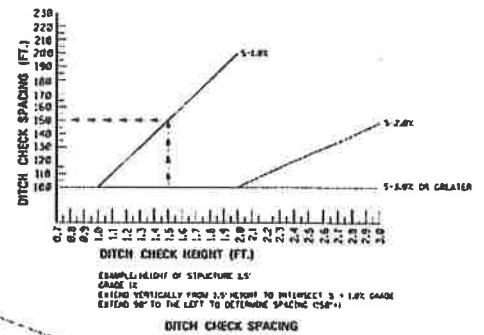
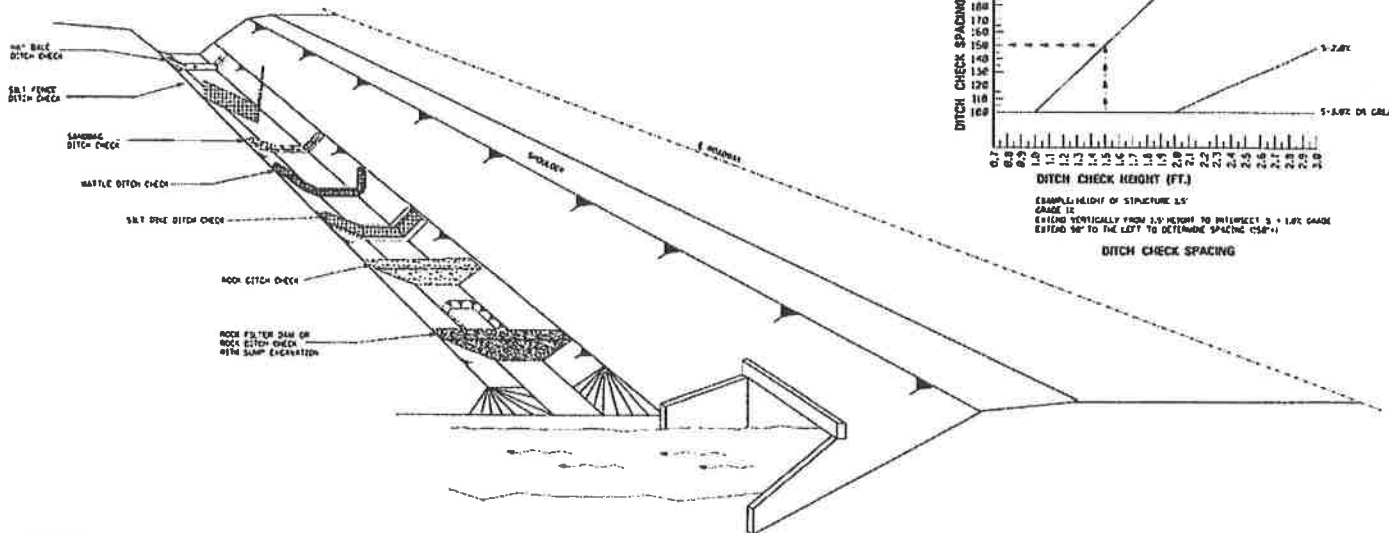


PLAN VIEW
REQUIRED LAPPING

GENERAL NOTES

1. SILT FENCES SHOULD BE BUILT IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE REMEDIAL DEVICES. STORMS THAT SHOULD BE PREVENTED OPPOSITE EXISTING AREAS SUCH AS NEAR GRADE FILL SLOPES AND ADJACENT TO STORM AND DRAINAGE.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT OF WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SWELL. THIS ALLOWS FOR PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
5. THE CONSTRUCTION MAY ELECT TO USE EITHER METHOD 1 OR METHOD 2. COST TO BE SIMILAR.
6. METHOD 2 INSTALLATION SHALL BE ACCOMPLISHED USING AN EQUIPMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONSTRUCTION MEETING THE REQUIREMENTS OF DETAIL.
7. FENCE SHALL BE A MINIMUM OF 36\"/>

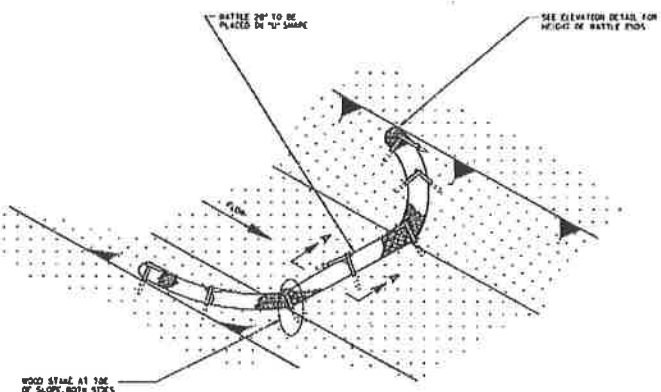
MISSISSIPPI DEPARTMENT OF TRANSPORTATION HIGHWAY DESIGN DIVISION STANDARD PLAN	
DETAILS OF SILT FENCE INSTALLATION	
DATE: _____	BY: _____
ISSUE DATE: _____	PROJECT NO.: _____
	



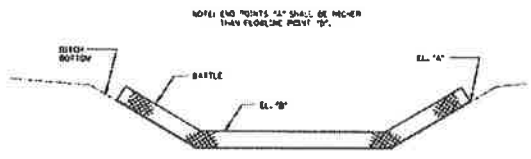
GENERAL NOTES:

1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THEREBY REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, EROSION AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPHOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT ACCUMULATING WHEN SEDIMENT ACCUMULATION REACHES 1/2 THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS SHOULD BE USED WHEN IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND NOMINAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
7. HARTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MODERATE FLOW CONDITIONS.
8. SILT DUNES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAN ZONE WHERE REPAIR CAN NOT BE USED AS CONSTRUCTION PROGRESSSES.
9. ROCK DITCH CHECKS WITH SLUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SLUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN DITCHES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

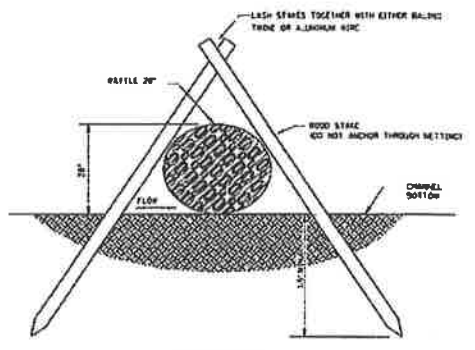
MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS	
MISSISSIPPI DOT SYSTEM NUMBER ECD-4	
ISSUE DATE:	AUGUST 31, 2011
SHEET NUMBER 6184	



DETAIL (DITCH CHECK)



ELEVATION DETAIL



SECTION A-A

NOTES:

1. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIAN FLOW CONDITIONS.
2. THE PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK SHALL BE 100' UNLESS SHOWN OTHERWISE ON THE PLAN OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON M.D.O.T. ECD-4.
3. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DECOMPOSABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
4. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
5. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.
6. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES AND BAGS MAY BE USED IN LIEU OF WOOD STAKES BY ORDER TO SECURE THE WATTLES IN PLACE. IF SAND BAGS ARE USED IN THIS APPLICATION THEY WILL NOT BE A SEPARATE PAY ITEM.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
DETAILS OF EROSION CONTROL WATTLE DITCH CHECK	
ISSUE DATE: AUGUST 31, 2011	MSDOT STANDARD NUMBER ECD-6 SHEET NUMBER 6106

ADDENDUM TO QUOTE REQUEST FOR DITCH AT VERNON DAHMER PARK

Contractor also needs to price separately installing corrugated plastic pipe in lieu of an open ditch.

The City will provide the pipe and inlets to be installed at 100' O.C. It is anticipated that approximately 700 cubic yards of bedding/backfill material will be needed for installation of the pipe. The contractor will provide the bedding/backfill material. The contractor will need to slope the area around the inlets to drain.

CITY OF HATTIESBURG
ENGINEERING DEPARTMENT
COVER SHEET

DATE: 10/14/2021

TO: Jamie Walker

PHONE: 601-408-5251

EMAIL: jamiewconst@gmail.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL **Lamar Rutland** AT **601-545-4540** IF YOU HAVE ANY QUESTIONS.

THANK YOU,

Sharon Hensarling
Accountant, Engineering Department
601-545-4541
shensarling@hattiesburgms.com

**CITY OF HATTIESBURG
TWO-QUOTE BID INSTRUCTIONS**

Please find attached specifications for: DITCH AT VERNON DAHMER PARK

Contractor shall provide cost for labor, materials and equipment to regrade the existing ditch at Vernon Dahmer Park per the attached plans. The existing ditch lies northeast of the baseball fields and drains in a southerly direction. Contractor must be able to start work within 30 days of notification to proceed and complete the job within 30 days of starting.

Bids are due in the Purchasing Department NO LATER THAN 5:00 P.M. ON: October 22, 2021

Contact Person(s): Lamar Rutland 601-545-4540 or 601-606-2077

AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS, ALL BIDS MUST HAVE:

PRICE
PRICE EXPIRATION DATE
DELIVERY DATE

TOTAL BID PRICE
SIGNATURE OF AUTHORIZED BIDDER
DATE

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO: City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

or EMAILED TO: twoquote@hattiesburgms.com

or EMAILED TO: slondon@hattiesburgms.com

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

If you do not intend to bid, please inform us by using one of the methods above.

Your assistance with our bid process is most appreciated.

PURCHASING DEPARTMENT
CITY OF HATTIESBURG

PUBLIC UTILITIES

WATER
 CITY OF HATTIESBURG
 1000 W. 1ST ST.
 HATTIESBURG, MS 39401
 (601) 434-1111

SEWER
 CITY OF HATTIESBURG
 1000 W. 1ST ST.
 HATTIESBURG, MS 39401
 (601) 434-1111

STORM SEWER
 CITY OF HATTIESBURG
 1000 W. 1ST ST.
 HATTIESBURG, MS 39401
 (601) 434-1111

TELEPHONE
 CITY OF HATTIESBURG
 1000 W. 1ST ST.
 HATTIESBURG, MS 39401
 (601) 434-1111

CABLE
 CITY OF HATTIESBURG
 1000 W. 1ST ST.
 HATTIESBURG, MS 39401
 (601) 434-1111

POWER
 CITY OF HATTIESBURG
 1000 W. 1ST ST.
 HATTIESBURG, MS 39401
 (601) 434-1111

TELEVISION
 CITY OF HATTIESBURG
 1000 W. 1ST ST.
 HATTIESBURG, MS 39401
 (601) 434-1111

POSTAL
 CITY OF HATTIESBURG
 1000 W. 1ST ST.
 HATTIESBURG, MS 39401
 (601) 434-1111

RAILROAD
 CITY OF HATTIESBURG
 1000 W. 1ST ST.
 HATTIESBURG, MS 39401
 (601) 434-1111

NAVIGATION
 CITY OF HATTIESBURG
 1000 W. 1ST ST.
 HATTIESBURG, MS 39401
 (601) 434-1111

MINING
 CITY OF HATTIESBURG
 1000 W. 1ST ST.
 HATTIESBURG, MS 39401
 (601) 434-1111

OTHER
 CITY OF HATTIESBURG
 1000 W. 1ST ST.
 HATTIESBURG, MS 39401
 (601) 434-1111

CONSTRUCTION PLANS **FOR** **DITCH AT** **VERNON DAHMER PARK**

FOR THE **CITY OF HATTIESBURG** **FORREST COUNTY** **MISSISSIPPI**



DETAILED INDEX

NO.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	GENERAL NOTES
4	GENERAL NOTES
5	GENERAL NOTES
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100	GENERAL NOTES



MAYOR
 Toby Barker

CHIEF ADMINISTRATIVE OFFICER
 Ann Jones

COUNCIL PERSONS
 Carter Carroll, President
 Jeffrey George, Vice President
 Deborah Darnold Delgado
 Nicholas Brown
 Dave Ware

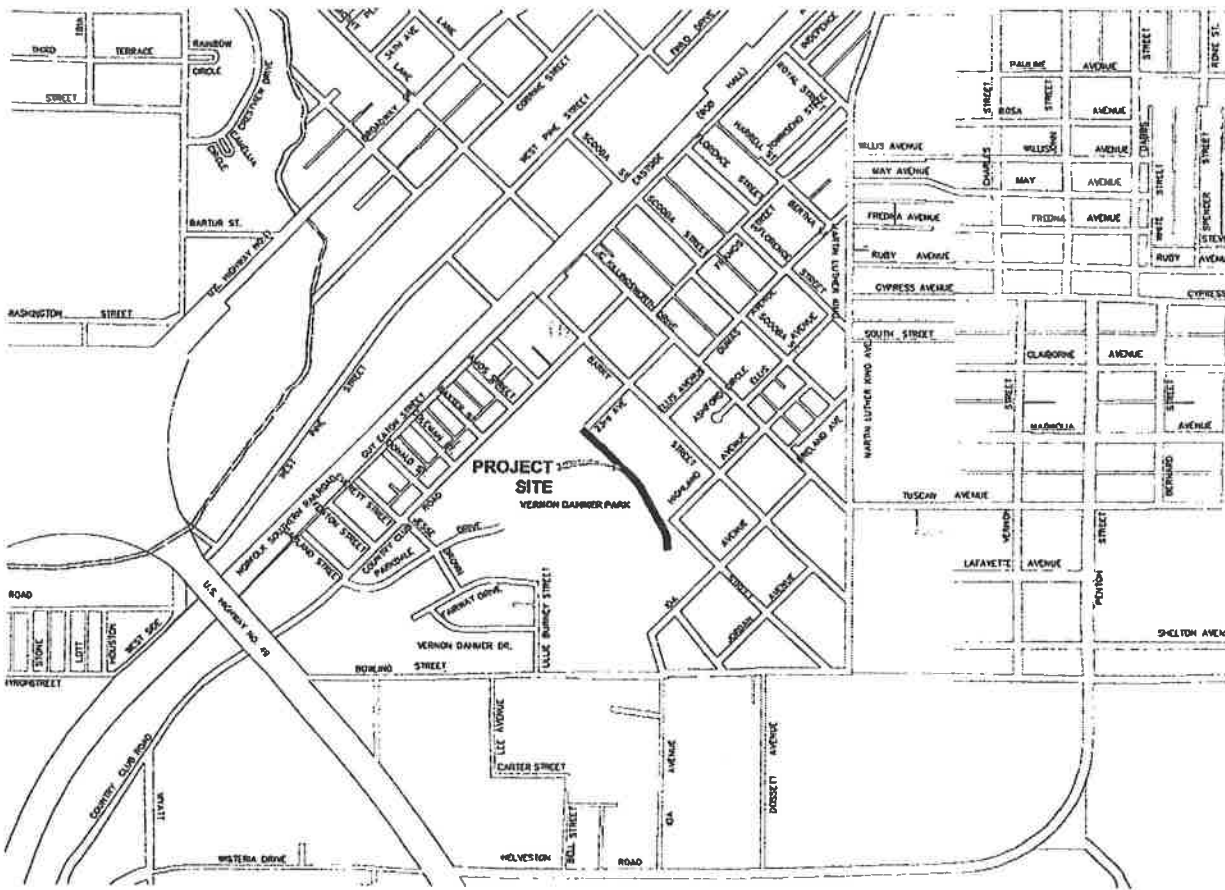
DIRECTOR OF ENGINEERING
 Lamar Rutland, PE

PREPARED BY:
SDW
 Engineering Progress

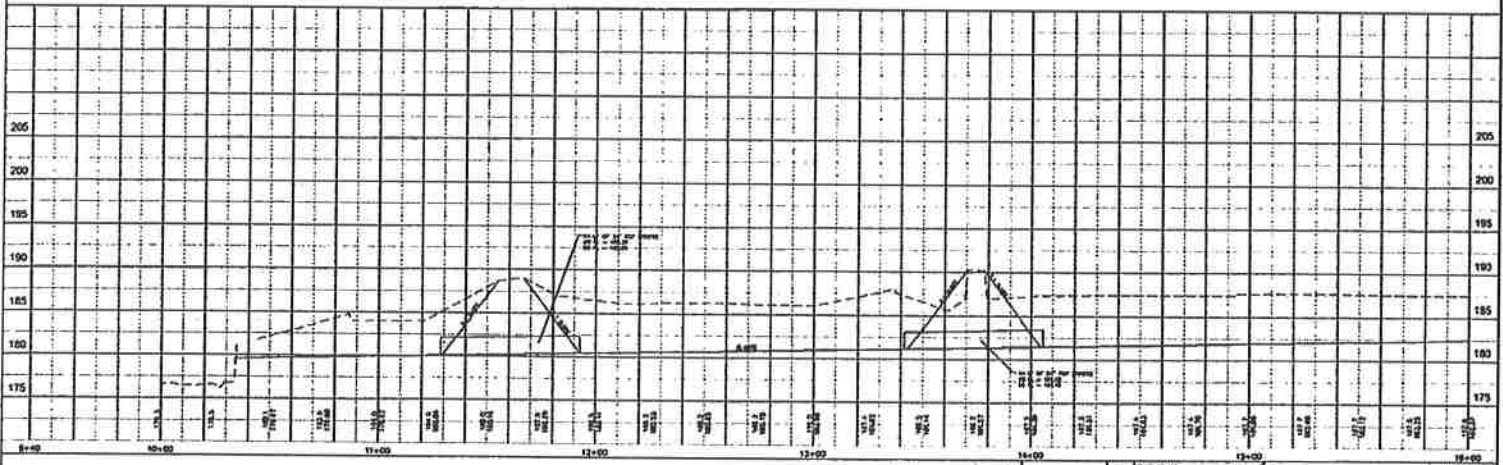
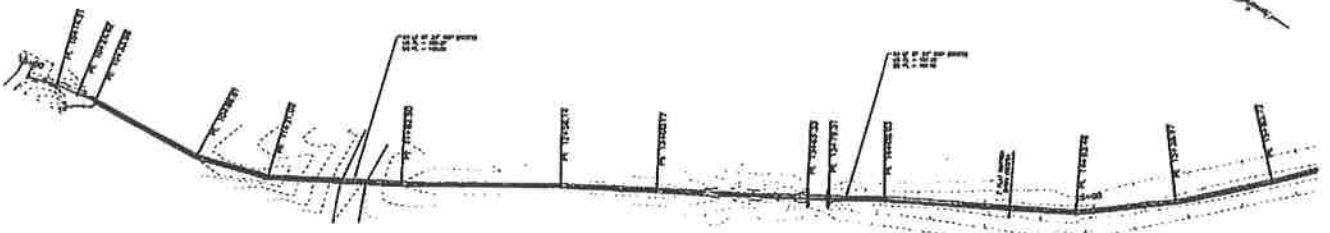
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OCTOBER 2021

811
 Know what's below.
 Call before you dig.



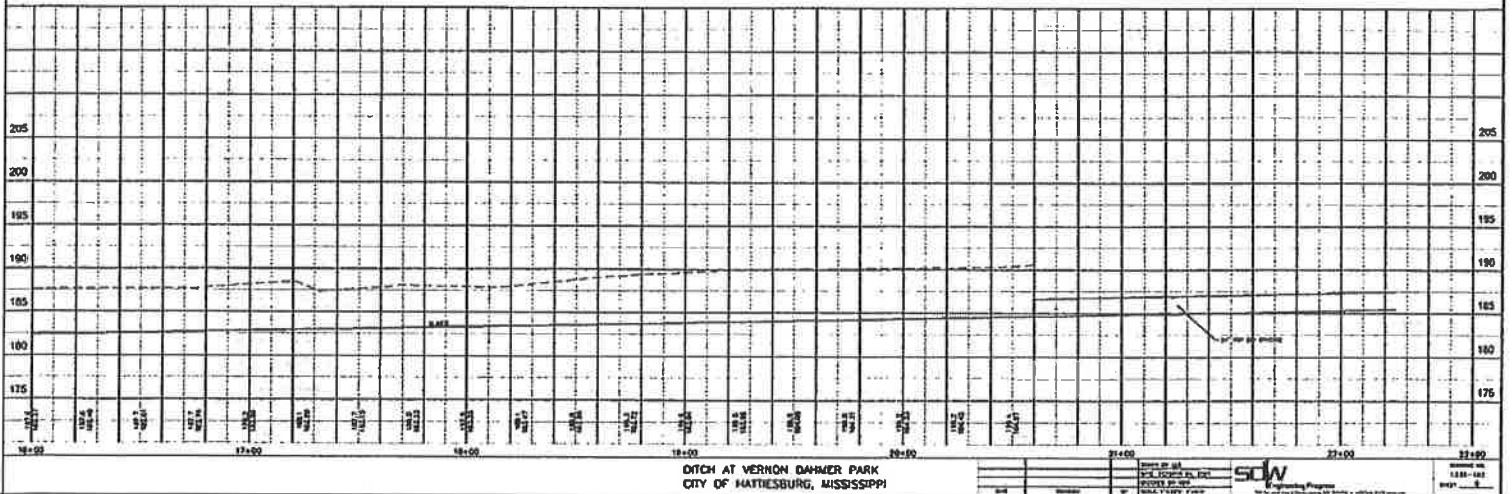
VICINITY MAP		
DITCH AT		
VERNON DAHMER PARK		
CITY OF HATTIESBURG, MISSISSIPPI		
SDW		
Engineering Program		
ST. JOHN'S UNIVERSITY, HATTIESBURG, MISSISSIPPI		
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Date: 12/10/2011	Scale: 1/4" = 100'	
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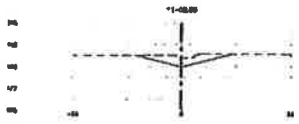
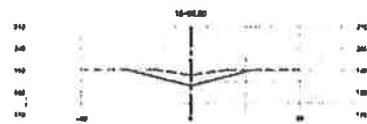
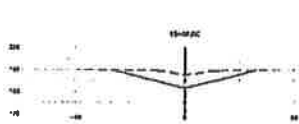
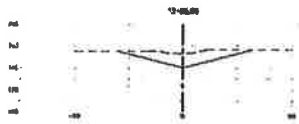
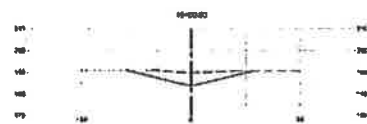
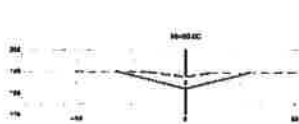
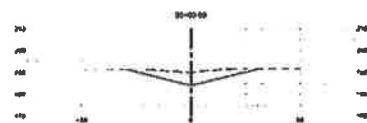
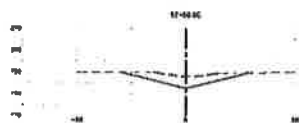


DITCH AT VERNON BANNER PARK
CITY OF HATTIESBURG, MISSISSIPPI

DATE	10/1/00	BY	W. J. JONES
REVISION		BY	
DATE		BY	

sdw
Engineering Program
1100 - 140
0-001 - R

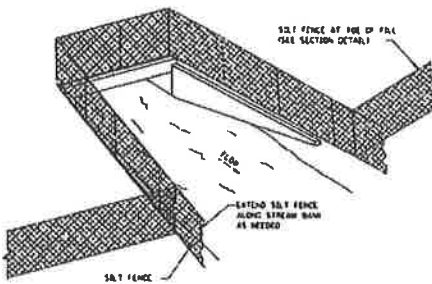




CROSS SECTIONS					
DITCH AT					
VERNON DANNER PARK					
CITY OF HATTIESBURG, MISSISSIPPI					
sdw					
Sustainable Design					
Sustainable Design Solutions for the 21st Century					
Drawn by: JPM	Checked by: KCM				
Date: OCTOBER 24, 2011	Scale: 1"=20'				
Drawing No: 1230-100	Sheet No: 1				

VEGETATION SCHEDULE					
EROSION CONTROL ITEMS	SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
	SPRING & SUMMER		FALL & WINTER		
	RATES	DATES	RATES	DATES	
TOPSOIL FOR SLOPE TREATMENT (EWH)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
STANDARD GRASS SEEDING	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GRASS SEEDING REQUIRED ON AREAS TO RECEIVE SEEDING, AS APPLICABLE
HYDROSEEDING	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	HYDROSEEDING SHALL BE MECHANICALLY BROADCAST UNIFORM AND INCORPORATED INTO THE SOIL PRIOR TO PLACING
STABILIZATION FERTILIZER (2-10-10)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY BROADCAST UNIFORM AND INCORPORATED INTO THE SOIL PRIOR TO PLACING
SEEDING (GRASS) (EWH)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS UNLESS SEED HAS BEEN APPLIED DURING THE GROWING SEASON AS DIRECTED
SEEDING (FILL FERTILIZER)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS UNLESS SEED HAS BEEN APPLIED DURING THE GROWING SEASON AS DIRECTED
VEGETATION MATERIAL FOR SLOPES	2 TONS / ACRE (EWH)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EWH)	SEPTEMBER 1 TO MARCH 1	VEGETATION MATERIAL SHALL NOT BE USED FOR SLOPES
EROSION CONTROL MATS	PER ACRE		PER ACRE		REQUIRED ON AREAS TO RECEIVE SEEDING, AS APPLICABLE
TEMPORARY EROSION CONTROL ITEMS					
STABILIZATION FERTILIZER (2-10-10)	1000 LBS / ACRE		1000 LBS / ACRE		QUANTITY BASED ON DISTURBED AREA
SEEDING (GRASS) (EWH)	20 LBS / ACRE		20 LBS / ACRE		QUANTITY BASED ON DISTURBED AREA
SEEDING (FILL FERTILIZER)	1000 LBS / ACRE		1000 LBS / ACRE		QUANTITY BASED ON DISTURBED AREA
VEGETATION MATERIAL FOR SLOPES	2 TONS / ACRE (EWH)		2 TONS / ACRE (EWH)		QUANTITY BASED ON DISTURBED AREA

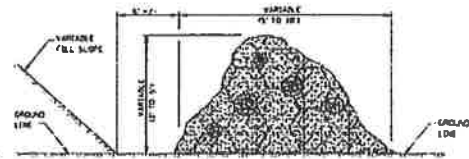
NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
DITCH AT VERNON DAHMER PARK CITY OF HATTIESBURG, MISSISSIPPI			
			
SDW Engineering 1000 Highway 90, Suite 100 Hattiesburg, MS 39401 Phone: 601-261-1111 Fax: 601-261-1112 Email: info@sdweng.com			
Drawn by: SDW	Checked by: SDW	Scale: 1/8" = 1'	Sheet No: 1
Date: SEPTEMBER 21, 2024	Drawn: SDW	Sheet No: 1	Sheet No: 1
Drawn: SDW	Checked: SDW	Scale: 1/8" = 1'	Sheet No: 1



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



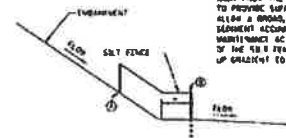
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

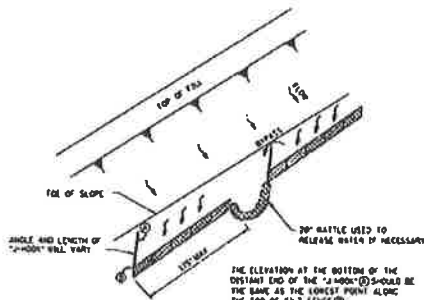
NOTES:

1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH LOGS AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERSPACE THE BRUSH LOGS AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE COVERED WITH FILTER FABRIC, THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BIDS.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

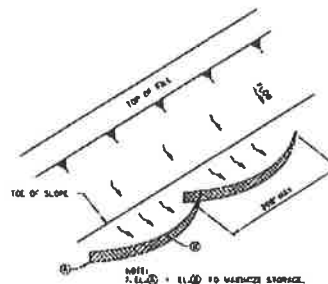
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON MS-105 ECD-1



SILT FENCE SECTION AT TOE OF FILL



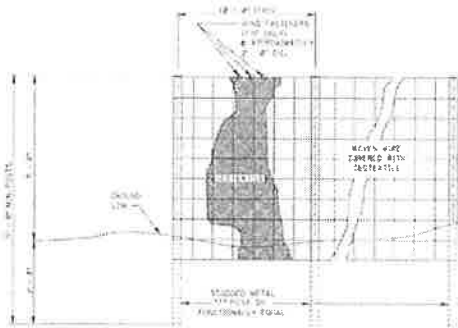
"J-HOOK" SILT FENCE APPLICATION



"SINGLE-CONFIGURATION" SILT FENCE APPLICATION

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
ROADWAY DESIGN DIVISION	
STANDARD PLAN	
DETAILS OF SEDIMENT BARRIER APPLICATIONS	
ISSUE DATE:	8/24/51 (R), 2017
SHEET NUMBER	6102

STATE	PROJECT NO.
MISS.	



ELEVATION VIEW



METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

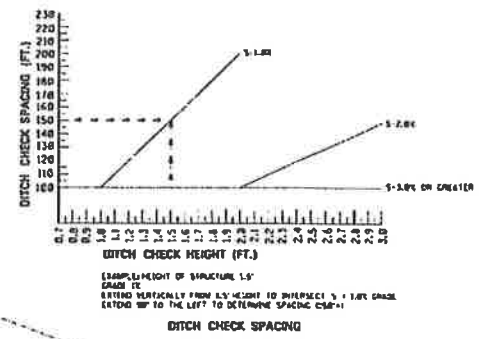
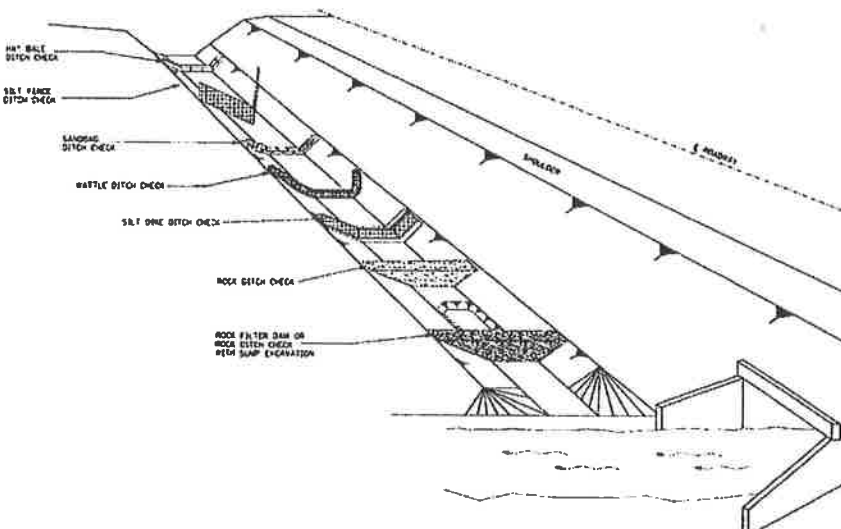


PLAN VIEW
REQUIRED LAPPING

GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE EROSION IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY EROSION CONTROL DEVICES THAT SHOULD BE ERECTED OPPOSITE EROSION AREAS SUCH AS NEARLY CROPPED HILLS, DIPS AND ADJACENT TO STREAMS AND CHANNELS.
3. SILT FENCES SHOULD BE PLACED WITH INSIDE POINT OF ROAD AND BEHIND TOP OF CLEARING CUTS. THEY WILL ALLOW ROOM FOR SUBSEQUENT EROSION OF SLOPE FENCE BEHIND FENCE.
4. WHEN WITH EXISTING SLOPE FENCES SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SWALE. THIS ALSO THE PLACING OF SLOPE ANTI-EROSION CONSTRUCTION.
5. THE CONSTRUCTION MAY VARY TO USE EITHER METHOD I OR METHOD II, BEST TO BE DETERMINED BY SITE CONDITIONS.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. FENCE SHALL BE A MINIMUM OF 12\"/>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
DETAILS OF SILT FENCE INSTALLATION	
PROJECT NO.	DATE
DESIGNER	DATE
CHECKED	DATE
APPROVED	DATE

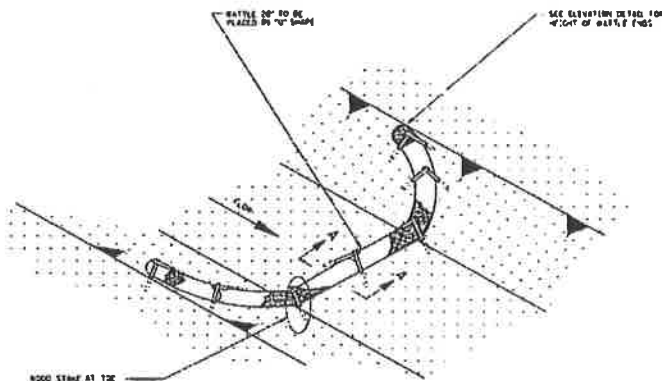


GENERAL NOTES:

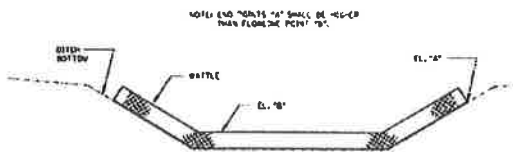
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL FLOW VELOCITY AND THIS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHYSICAL DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL EROSION AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT ACCUMULATING WHEN SEDIMENT ACCUMULATION REACHES 1/2 THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FLOW SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SALT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SALT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND NORMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.

7. BATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MODERATE FLOW CONDITIONS.
8. SALT DICES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE REPAIR CAN NOT BE USED AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSUME ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECKS WITH SUMP EXCAVATION IS USED WHEN DITCHES PRESENT SHARPENED FLOW CUT ON FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LINE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADAPTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

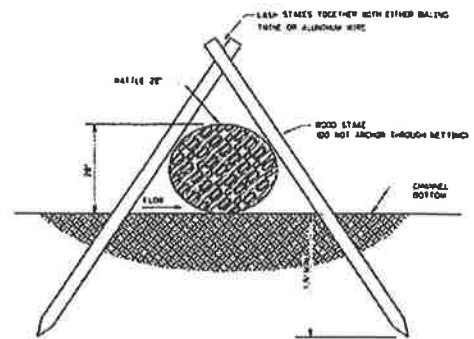
MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS	
ISSUE DATE: AUGUST 31, 2017	PROJECT NUMBER 6184



DETAIL (DITCH CHECK)



ELEVATION DETAIL



SECTION A-A

NOTES

1. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF EXCESSIVE TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
2. THE PRESENTED INTERNAL WATTLE DITCH CHECK SHALL BE USED UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING REQUIREMENTS ON DR. 102-100-4.
3. ANCHORING WOOD STAKES SHALL BE STEEL SPALDIN DRIVEN AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MINIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
4. THE REMOVAL OF WATTLES MAY BE NECESSARY IF PAVING BECOMES EVIDENT.
5. WATTLES SHOULD NOT BE USED IN POND BOTTOM CHANNELS.
6. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SAND BAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE THE WATTLES IN PLACE. IF SAND BAGS ARE USED IN THIS APPLICATION THEY WILL NOT BE A SEPARATE PAY ITEM.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
DETAILS OF EROSION CONTROL WATTLE DITCH CHECK	
ISSUE DATE: AUGUST 11, 2011	6106



WOMEN OWNED BUSINESS

MDOT CERTIFIED DBE

LADOTD CERTIFIED DBE

CERTIFICATE OF RESPONSIBILITY #03275-MC

LA BOARD OF CONTRACTORS #14034

80 RAMSEY MCQUEEN RD * COLLINS, MS 39428
PHONE 601-765-6561 * FAX 601-765-6562

Vernon Dahmer Park Ditch Hattiesburg, MS

22-Oct-21

PAY ITEM	EST. QNTY	PAY UNIT	UNIT PRICE	TOTAL	BID
1 Installation of Pipe and Inlets	1	LS	\$65,631.94	\$ 65,631.94	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	

TOTAL

\$65,631.94

-> GRADING AND STAKING RESPONSIBILITY OF PRIME CONTRACTOR WITHIN +/- 1"

Price includes tax and bond.



WOMEN OWNED BUSINESS

MDOT CERTIFIED DBE

LADOTD CERTIFIED DBE

CERTIFICATE OF RESPONSIBILITY #03275-MC

80 RAMSEY MCQUEEN RD * COLLINS, MS 39428
PHONE 601-765-6561 * FAX 601-765-6562

LA BOARD OF CONTRACTORS #14034

Vernon Dahmer Park Ditch Corrugated Plastic Pipe Hattiesburg, MS

22-Oct-21

PAY ITEM	EST. QNTY	PAY UNIT	UNIT PRICE	TOTAL	BID
1 Ditch to Grade	1	LS	\$143,515.00	\$ 143,515.00	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	

TOTAL **\$143,515.00**

-> GRADING AND STAKING RESPONSIBILITY OF PRIME CONTRACTOR WITHIN +/- 1"

Price includes tax and bond.

Fairley Construction Services, Inc.
828 Hwy 11
Petal, MS 39465
PH: (601)583-3778
FAX: (601)544-0638

October 22, 2021

City of Hattiesburg
Attn: Lamar Rutland
220 W Front St. ~ 2nd Floor
Hattiesburg, MS 39401

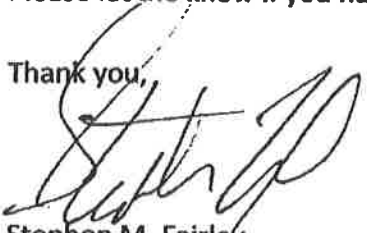
RE: ADDENDUM TO QUOTE DITCH AT VERNON DAHMER PARK

Quote for Ditch at Vernon Dahmer Park:

- Price \$74,800.00
- Price expiration date January 1, 2022
- Delivery date December 1, 2021
- Total Bid Price \$74,800.00
- Date October 22, 2021

Please let me know if you have any questions

Thank you,



Stephen M. Fairley
President

Fairley Construction Services, Inc.

828 Hwy 11

Petal, MS 39465

PH: (601)583-3778

FAX: (601)544-0638

October 22, 2021

City of Hattiesburg

Attn: Lamar Rutland

220 W Front St. ~ 2nd Floor

Hattiesburg, MS 39401

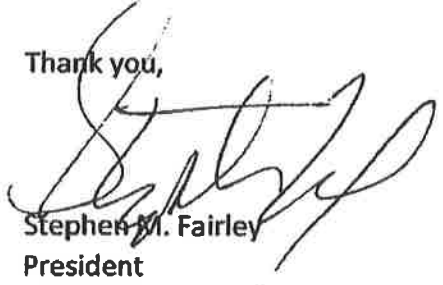
RE: DITCH AT VERNON DAHMER PARK

Quote for Ditch at Vernon Dahmer Park:

- Price \$91,036.00
- Price expiration date January 1, 2022
- Delivery date December 1, 2021
- Total Bid Price \$91,036.00
- Date October 22, 2021

Please let me know if you have any questions

Thank you,



Stephen M. Fairley
President

WALTERS CONSTRUCTION COMPANY, INC.

2051 Highway 84 East - Laurel, MS 39443

Phone 601-428-5515 - Fax 601-425-5334

chris@waltersconstructionco.com

QUOTE

To: **City of Hattiesburg**
Purchasing Division
Hattiesburg, MS

Date: **October 22, 2021**

Fax:
Phone:

Chris Carmical
Estimator/Project Manager

Job: **Ditch at Vernon Dahmer Park**
Hattiesburg, MS

Item	Description	Est. Quantity	Unit	Unit Price	Total Price
1	Ditch Grading	1.00	LS		\$129,400.00
	mobilization removal of existing drainage pipe removal of walking bridge structure strip topsoil cut/export excess material to required grade install 128 LF of 24" RCP import select fill material @ new 24" RCP cut/relocate on-site material for backfill @ 24" RCP site grading for positive drainage replace topsoil grassing				
2	Install Pipe & Inlet	1.00	LS		\$126,125.00
	mobilization removal of existing drainage pipe removal of walking bridge structure strip topsoil cut ditch to required grade install ±1,030 LF of 24" HDPE (pipe provided by Owner) 10 drainage inlets (inlets provided by Owner) import select fill material @ new 24" HDPE (700 CY Only) relocate on-site material for backfill @ 24" HDPE site grading for positive drainage replace topsoil grassing				

PROPOSAL CONDITIONS

Price Includes:

1. items as listed above,
2. 1 mobilization included, any additional mobilizations will be @ \$2,750.00 each,
3. taxes.

Price Excludes:

1. removal and replacement of any unsuitable existing material (other than specified),
2. bond,
3. testing,
4. all drainage,
5. all erosion control measures
6. staking,
7. any items not listed above.

Additional Notes and Pricing:

1. We appreciate the opportunity to bid your project and look forward to working with you on any future projects.
2. Quote is based on: site visit by Walters Construction Co, Inc. personnel,
plans dated October 5 2021, by SDW Engineering.
3. Quoted price is good for 30 days after proposal dated and maybe withdrawn if not accepted within a reasonable time determined by Walters Construction Co., Inc.
4. All items on the above Quote and Proposal Conditions will become part of the contract/subcontract.

Acceptance of Proposal- The above prices, specifications and proposal conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Chris Carmical

Authorized Signature

Date of Acceptance: _____

Acceptance Signature

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 225511

ITEM EQUIPMENT INSTALL FOR (10) NEW UNITS-HPD

BID #1

WINNING BID

COMPANY HI-FI CRUISIN OF HATTIESBURG LLC

BID

AMOUNT \$13,450.00

BID #2

COMPANY AFFORABLE EMERGENCY LIGHTS & SERVICE

BID

AMOUNT \$21,500.00

BID #3

COMPANY ROPER SUPPLY COMPANY

BID

AMOUNT \$23,250.00

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1006
300 Klondyke St
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00225511**

Purchase Order Date **11/08/2021**

Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

Vendor 47725
HI-FI CRUISIN OF HATTIESBURG, LLC
106 SHEFFIELD LOOP
HATTIESBURG, MS 39402-1406

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	RUTH@HI-FICRUISIN.COM	47725	225340	Destiny Jackson	

NOTES

EQUIPMENT INSTALL FOR (10) NEW UNITS-HPD TWO QUOTE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	INSTALLATION OF SUPPLIED EQUIPMENT FOR (10) 2020 FORD INTERCEPTORS, WITH A 3 YEAR WARRANTY FOR INSTALLS AND ELECTRICAL ISSUES OF WIRES, FUSES, BATTERIES & ETC. THE INSTALLER WILL TAKE RESPONSIBILITY OF EQUIPMENT INSTALLED UNLESS A RECALL OR ISSUES IS WITH THE EQUIPMENT. GL #: 001100 - 638400	1.0000	EACH	\$13,450.0000	\$13,450.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price **\$13,450.00**

Purchase Order Total **\$13,450.00**


City Clerk

Car Audio
Car Security

HI-FI CRUISIN'

CAR STEREO

Specialist



Mobile Video
Navigation

106 SHEFFIELD LOOP • HATTIESBURG, MS 39402
(601) 264-1131

Attention: Destiny

Enclosed is a bid for the installation of supplied equipment on (10) 2020 Ford Interceptors.

Price: \$1,345.00 PER UNIT

Delivery Date: 4-5 weeks from Start Date

Price Expiration: 90 Days

Total Bid Price: ~~\$11,345.00~~ \$13,450.00

Kyle Sellers

10/18/21

Approved
R. S. [Signature]
10/20/2021



Estimate



AFFORDABLE EMERGENCY
LIGHTS & SERVICE
5556 OLD HWY 42
HATTIESBURG, MS 39401
801-643-3009
FAX 769-390-7228

tjackson@aelsupplies.com

Tax Registration #: 262552681

Estimate No:

1543

Date

10/15/2021

Bill To:

HATTIESBURG POLICE DEPT.
PO BOX 1898
HATTIESBURG, MS 39401-1898

Code	Description	Qty/Hours	Rate	Amount
Lebor	Install Soundiff Signal lighting, front grill, center console, computers, printer, cradle point, front and rear partitions, weapons mount, watchdog and vista system, Stalker radar in two units, Units 21712, 21713, 21714, 21715, 21716, 21717, 21718, 21719, 21720, 21721. Units being 2021 Ford Utility PI.	10.00	\$2,150.00	\$21,500.00

Delivery by 11/30/21
Price valid through 12/30/21

Total \$21,500.00

TJ
Timothy Jackson
10/15/21



Roper Supply Company

P.O. Box 367
Pitcairne, MS 39466
Phone: 601-798-5128
Fax: 601-798-1211
Web: <http://www.ropersupply.com> Email: sales@ropersupply.com

Quotation

Quote Number:
19283

Quote Date:
Oct 16, 2021

Page:

1

Quoted to:

HATTIESBURG PURCHASING
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship to:

CITY OF HATTIESBURG
POLICE DEPT SUPPLY
#1 GOVERNMENT PLAZA 2ND FLOOR
HATTIESBURG, MS 39401

Phone: 601-545-4512

Fax: 601-594-4895

601-545-1898
601-545-6661

Customer ID	Good Thru	Payment Terms	Sales Rep
HATTIESB04	11/15/21	Net 30 Days	

Quantity	Item	Description	Unit Price	Extension
10.00	INSTALL	INSTALLATION	2,325.00	23,250.00
Subtotal				23,250.00
Freight				
Sales Tax				
Total				23,250.00

Signed:  Date: 10-16-2021

INTER-DEPARTMENTAL COMMUNICATIONS
HATTIESBURG POLICE DEPARMTNET
FLEET DIVISION

October 13, 2021

To whom it may concern:

The Hattiesburg Police Department is in search of a vehicle installer for ten (10) 2020 Ford Interceptors units numbers 21712, 21713, 21714, 21715, 21716, 21717, 21718, 21719, 21720, 21721.

The following equipment will be provided.

- Sound Off Lighting
- Front grill
- Center console
- Computers, Printer and Cradle Point
- Partitions (Driver and prisoner)
- Weapon Mount (Inside vehicle)
- WatchGuard video system to include Body Charger
- Stalker Radar installed in Two (2) vehicles only

In addition, the installer will provide additional wires and fuses for the installs if needed. A three (3) year warranty for installs and electrical issues of wires, fuses, batteries and etc. The installer will take responsibility of equipment installed unless a recall or issues is with the equipment.

A vehicle and equipment is available for inspection upon request.

Captain Shannon Harris

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 225574

ITEM: DRAINAGE BASINS

BID #1

WINNING BID

COMPANY FERGUSON WATERWORKS (GULFPORT)

BID

AMOUNT \$14,432.00

BID #2

COMPANY SOUTHERN PIPE & SUPPLY

BID

AMOUNT \$14,672.00

BID #3

COMPANY _____

BID

AMOUNT _____

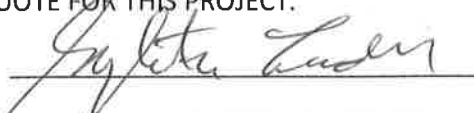
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00225574**
Purchase Order Date **11/12/2021**
Department **ENGINEERING**

FID 64-6000432

Vendor 2803
FERGUSON WATERWORKS (GULFPORT)
PO BOX 847411
DALLAS, TX 75284-7411

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	CATRINA.WALKER@FERGUSON.COM	2803	225653	Sharon Waits	

NOTES

2-QUOTE DRAINAGE BASINS

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE FOR DRAINAGE BASINS FERGUSON WATERWORKS QUOTE #B350905 ITEM # N2830AG10 30 DRN BASIN 10 TALL W/ROUND GRATE*X WITH DOME GRATE 2 WEEKS LEAD TIME GL #: 001206 - 729500	1.0000	EACH	\$14,432.0000	\$14,432.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$14,432.00

Purchase Order Total \$14,432.00



FEL - GULFPORT WW #1227
14231 SEAWAY ROAD
UNIT B-5
GULFPORT, MS 39503-4628
Phone: 228-863-2757
Fax: 228-863-6587

Deliver To:
From: Catrina Walker
Comments:

10:22:16 NOV 09 2021

Page 1 of 1

FERGUSON WATERWORKS #1221

Price Quotation
Phone: 228-863-2757
Fax: 228-863-6587

Bid No: B350905
Bid Date: 11/08/21
Quoted By: CRW

Cust Phone: 601-545-4501
Terms: NET 10TH PROX

Customer: CITY OF HATTIESBURG
ATTN ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403

Ship To: CITY OF HATTIESBURG
ATTN ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403

Cust PO#:

Job Name: 30" BASINS

Item	Description	Quantity	Net Price	UM	Total
N2830AG10	30 DRN BASIN 10 TALL W/RND GRATE*X WITH DOME GRATE 2 WEEK LEAD TIME QUOTE GOOD FOR 30 DAYS	4	3608.000	EA	14432.00

Net Total: \$14432.00
Tax: \$0.00
Freight: \$0.00
Total: \$14432.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

11/10/21
Catrina Walker
Catrina



SOUTHERN
PIPE & SUPPLY

Order Acknowledgement - Quote Order

UPC Vendor	Invoice Date	Order #
000000		6030154-00
PO Date	PO #	Page #
11/09/21		1

Bill To City Of Hattiesburg
PO Box 1898
Cust # ACCOUNTING DEPT
2434996 HATTIESBURG, MS 39403

Correspondence To Southern Pipe & Supply Company
4330 Hwy 39 N.
PO Box 5738
MERIDIAN, MS 39301

Ship To City Of Hattiesburg
PO Box 1898
ACCOUNTING DEPT
HATTIESBURG, MS 39403

Instructions

Currency

Ship Point SOUTHERN PIPE - HATTIESBURG
Via Customer P/U

Shipped
Terms 10Prox,Net30

Ln #	Product And Description	UPC Item #	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount (Net)
1	2830AG10 30" Nyloplast Basin (10') 30".DRAIN BASIN.(10' TALL) - A FINAL REVIEW AND ASSESSMENT OF COMPLETED PLANS, COMPLETION OF FABRICATION SHOP DRAWINGS, AND APPROVAL OF PRODUCTS BY DESIGN ENGINEER ARE REQUIRED BEFORE FINAL NYLOPLAST PRICING IS DETERMINED.	00000	4		4	each	3099.00	each	0.00	12396.00
2	3099CGD 30".DOMED GRATE - 30".DOMED GRATE - A FINAL REVIEW AND ASSESSMENT OF COMPLETED PLANS, COMPLETION OF FABRICATION SHOP DRAWINGS, AND APPROVAL OF PRODUCTS BY DESIGN ENGINEER ARE REQUIRED BEFORE FINAL NYLOPLAST	00000	4		4	each	569.00	each	0.00	2276.00

2 Lines Total

Qty Shipped Total 8

Total 14672.00
Invoice Total 14672.00

Customer Copy

Page 1 of 1

SEE TERMS AND CONDITIONS AT WWW.SOUTHERNPIPE.COM

CITY OF HATTIESBURG TWO-QUOTE BID INSTRUCTIONS

Please find attached specifications for: DRAINAGE BASINS

The City of Hattiesburg is seeking bids on drainage basins for 30" corrugated plastic pipe. The drainage basins shall be an ADS Nyloplast Drain Basin or similar. We are seeking bids on 4 basins with depths at approximately 8.0', 7.7', 7.4' and 7.2' in depth. The basins will need a dome grate on top. All prices shall include delivery within the City limits of Hattiesburg. Materials need to be received within two weeks of notice of award.

Bids are due in the Purchasing Department NO LATER THAN 5:00 P.M. ON: **November 10, 2021**

Contact Person(s): Lamar Rutland 601-545-4540 or 601-606-2077

AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS, ALL BIDS MUST HAVE:

PRICE	TOTAL BID PRICE
PRICE EXPIRATION DATE	SIGNATURE OF AUTHORIZED BIDDER
DELIVERY DATE	DATE

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO:

City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

or EMAILED TO: twoquote@hattiesburgms.com

or EMAILED TO: slondon@hattiesburgms.com

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

If you do not intend to bid, please inform us by using one of the methods above.

Your assistance with our bid process is most appreciated.

PURCHASING DEPARTMENT
CITY OF HATTIESBURG

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OO# 225620

ITEM: ENGINE OVERHAUL PARTS HFD UNIT # 15064

BID #1

WINNING BID

COMPANY EMPIRE TRUCK SALES

BID

AMOUNT \$10,849.71

BID #2

COMPANY CLARKE POWER SERVICES

BID

AMOUNT \$11,476.13

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 9999
MERCHANDISE WILL BE PICKED
UP

Purchase Order

Fiscal Year 2022

Page 1 of 2

Purchase Order Number 00225620

Purchase Order Date 11/16/2021

Department HATTIESBURG FIRE DEPARTMENT

FID 64-6000432

Vendor 2738
EMPIRE TRUCK SALES (H'BURG)
dba EMPIRE TRUCK SALES
300 SULLIVAN KILRAIN RD
HATTIESBURG, MS 39402-7420

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	DARREL.GUINN@EMPIRETRUCK.COM	2738	225705	Danny Wade	

NOTES

HFD UNIT # 15064 ENGINE OVERHAUL PARTS TWO-QUOTE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	KIT-OVERHAUL ITEM # 006D-DDER23538418 ITEMS PER ESTIMATE # QE006014559 GL #: 001160 - 570000	1.0000	EACH	\$3,091.3400	\$3,091.34
2	KIT-OVERHAUL CORE PART # 006D-DDER23538418-CORE GL #: 001160 - 570000	1.0000	EACH	\$336.0000	\$336.00
3	CYL HEAD ASM LOW SDRL PART # 006D-DDER23538858 GL #: 001160 - 570000	1.0000	EACH	\$3,248.0000	\$3,248.00
4	CYL HEAD ASM LOW SDRL CORE PART # 006D/DDER23538858-CORE GL #: 001160 - 570000	1.0000	EACH	\$1,643.6000	\$1,643.60
5	BRG AND GSK TKT PART # 006D/DDE23533692 GL #: 001160 - 570000	1.0000	EACH	\$339.3100	\$339.31
6	GASKET PART # 006D/DDE23539103 GL #: 001160 - 570000	1.0000	EACH	\$45.5200	\$45.52
7	ELBOW ASSY PART # 006D/DDE23528691 GL #: 001160 - 570000	1.0000	EACH	\$90.0600	\$90.06
8	GASKET PART # 006D/DDE23539104 GL #: 001160 - 570000	1.0000	EACH	\$62.6700	\$62.67
9	VALVE ASSY PART # 006D/DDE23512901 GL #: 001160 - 570000	1.0000	EACH	\$57.2700	\$57.27
10	COMPOUND QT PART # 006D/DDE05198563 GL #: 001160 - 570000	1.0000	EACH	\$63.6500	\$63.65
11	CYLYNDER LIN PART # 006D/DDEJ-3571 GL #: 001160 - 570000	1.0000	EACH	\$349.1300	\$349.13

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$10,849.71

Purchase Order Total \$10,849.71

City Clerk

Purchase Order

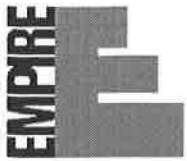
Page 2 of 2

Purchase Order # 00225620

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
12	CYLINDER LIN PART # 006D/DDEJ-35597-A GL #: 001160 - 570000	1.0000	EACH	\$351.8300	\$351.83
13	PISTON RING PART # 006D/DDEJ-43397 GL #: 001160 - 570000	1.0000	EACH	\$978.6300	\$978.63
14	GASKET, VALVE COVER PART # 006C/3959798 GL #: 001160 - 570000	1.0000	EACH	\$42.7000	\$42.70
15	SHIPPING AND HANDELING GL #: 001160 - 570000	1.0000	EACH	\$150.0000	\$150.00

Total Ext. Price \$10,849.71

Purchase Order Total \$10,849.71



EMPIRE

TRUCK SALES, LLC

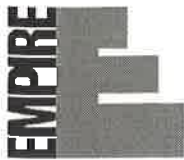
Jackson	MS	601-939-5000	Brookhaven	MS	601-835-4400
Meridian	MS	601-482-5575	Mobile	AL	251-330-0088
Columbus	MS	662-328-0820	Slidell	LA	985-641-4000
Hattiesburg	MS	601-544-3000	Monroe	LA	318-345-5000
Biloxi	MS	228-365-0000	Pensacola	FL	850-316-9000
			MossyHead	FL	850-951-2100

Post Office Box 54325 / Jackson, MS 39288-4325
601-939-5000 / 800-872-3673 / Fax: 601-932-1570 / E-Mail: info@empiretruck.com



		Date	Estimate
IBS #	02707		QE006014559
Bill-To	54712	Ship-To	54712
CITY OF HATTIESBURG		CITY OF HATTIESBURG	
P O BOX 1898		P O BOX 1898	
ATTN: ACCOUNTING		HATTIESBURG, MS 39403	
HATTIESBURG, MS 39403			

PO#	Ship Via	Date Shipped	Reference #	Writer	WayBill	Terms	Unit ID
REQ	P	11/10/2021		FRANK S.		NET10	
Ship	B/O	Item	Description	Bin1	Bin2	Unit Price	Extended
1	0	006D/DDE R23538418	KIT-OVERHAUL 16:1 EGR S60 12L	R02A03	R02A03	3,091.34	3,091.34
1	0	006D/DDE R23538418-CORE	KIT-OVERHAUL 16:1 EGR S60 12L	NOLOC	NOLOC	336.00	336.00
1	0	006d/DDE R23538858	CYL HEAD ASM LOW SWRL S60 14L	R02A02	R02A02	3,248.00	3,248.00
1	0	006D/DDE R23538858-CORE	CYL HEAD ASM LOW SWRL S60 14L	NOLOC	NOLOC	1,643.60	1,643.60
1	0	006D/DDE 23533692	BRG AND GSKTKT	24E05	24E05	339.31	339.31
1	0	006D/DDE 23539103	GASKET	23I01	23I01	45.52	45.52
1	0	006D/DDE 23528691	ELBOW ASSY	26B10	26B10	90.06	90.06
1	0	006D/DDE 23539104	GASKET	24A01	24A01	62.67	62.67
1	0	006D/DDE 23512901	VALVE ASSY	26A10	26A10	57.27	57.27
1	0	006D/DDE 05198563	COMPOUND QT	24A02	24A02	63.65	63.65
1	0	006D/DDE J-35791	CYLINDER LIN	NOLOC	NOLOC	349.13	349.13
1	0	006D/DDE J-35597-A	CYLINDER LIN	NOLOC	NOLOC	351.83	351.83
0	0	006D/DDE J-43396	Sup to: DDE J-45876	NOLOC	NOLOC	925.58	0.00
1	0	006D/DDE J-43397	PISTON RING	NOLOC	NOLOC	978.63	978.63
1	0	006C/3959798	GASKET, VALVE COVER	28C06	28C06	42.70	42.70
0	0	006D/DDE 23533492	KIT, THERMOSTAT	26C06	26C06	26.55	0.00
1	0		SHIPPING AND HANDLING			150.00	150.00



EMPIRE TRUCK SALES, LLC

Jackson	MS	601-939-5000	Brookhaven	MS	601-835-4400
Meridian	MS	601-482-5575	Mobile	AL	251-330-0088
Columbus	MS	662-328-0820	Slidell	LA	985-641-4000
Hattiesburg	MS	601-544-3000	Monroe	LA	318-345-5000
Biloxi	MS	228-365-0000	Pensacola	FL	850-316-9000
			MossyHead	FL	850-951-2100

Post Office Box 54325 / Jackson, MS 39288-4325
601-939-5000 / 800-872-3673 / Fax: 601-932-1570 / E-Mail: info@empiretruck.com



Date	Estimate
	QE006014559

IBS # 02707

Bill-To 54712

Ship-To 54712

CITY OF HATTIESBURG
P O BOX 1898
ATTN: ACCOUNTING
HATTIESBURG, MS 39403

CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39403

PO#	Ship Via	Date Shipped	Reference #	Writer	WayBill	Terms	Unit ID
REQ	P	11/10/2021		FRANK S.		NET10	
Ship	B/O	Item	Description	Bin1	Bin2	Unit Price	Extended



- TERMS AND CONDITIONS OF SALE**
- Payment Terms.** All balances are due on delivery or on the 10th of the month following the purchase at the option of Empire. A finance charge of 1.125% per month or the maximum permitted by law which has to be paid by all balances past due. Customer is responsible for any present or future excise, sales, use or other tax applicable to the sale or use of the goods or services purchased hereunder, and agrees to defend, indemnify and hold Empire Truck Sales, LLC harmless from any claim or demand for same.
 - Forum Selection Clause and Choice of Law.** To the extent any matter is not covered by arbitration as provided below, the exclusive venue for any proceeding relating in any manner to this invoice, any transaction with Empire (or any person or entity associated with Empire) or Customer's business relationship with Empire and Customer will be a state court in Rankin County, Mississippi (except for claims relating to facilities located outside of Mississippi, then in the county where such facility is located), or in any federal court having jurisdiction over such county. All disputes arising out of or related to this transaction shall be governed by the laws of the State of Mississippi.
 - Disclaimer of Warranties and Limitation of Liabilities.** To the fullest extent permitted by law, Empire hereby expressly disclaims all warranties, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and Empire neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said goods or services. The liability of Empire for all claims in contract, tort (including negligence and products liability) or otherwise arising out of or resulting from the purchase of the goods and/or services shall not exceed the price to Customer allocable to the good or service which gives rise to the claim, and in no event shall Empire's liability exceed the total purchase price of this invoice. In no event shall Empire be liable for any incidental, consequential, punitive, exemplary, indirect, or special damages including, but not limited to, injuries to persons or damage to property, loss of profits or anticipated profits, or loss of use. Any warranties on the product sold hereby are those made by the manufacturer which shall be the sole and exclusive remedy, whether in contract, warranty, tort or strict liability.
 - Cost of Collection.** In the event Customer defaults in the payment of the amount due herein, Customer agrees to pay for all costs of collection, including without limitation, all court costs and attorneys' fees.
 - Arbitration Agreement and Waiver of Jury Trial.** Empire and Customer hereby agree to this arbitration agreement ("Arbitration Agreement").
 - CLAIMS AND DISPUTES COVERED.** Except for those claims described below under the heading "MATTERS NOT COVERED BY ARBITRATION," Empire and Customer agree that either party may elect to resolve by BINDING ARBITRATION all claims and disputes between us ("Covered Claims"). This includes, but is not limited to: all claims and disputes arising out of, in connection with, or relating to Customer's business relationship with Empire; any and all invoices, transactions, solicitations, all documents, promotions, or advertising; any actions or omissions relating to this or any other matter between Empire and Customer; whether any such claim must be arbitrated; the validity and enforceability of this Arbitration Agreement and this agreement; any alleged fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance or rule; any claim or dispute based on any alleged tort (wrong), including intentional tort; and any claim for injunctive, declaratory or equitable relief.
 - COVERED CLAIMS AGAINST THIRD PARTIES.** This Arbitration Agreement also covers any claim or dispute between Customer and any of Empire's employees, officers, agents or directors; any of its affiliate entities; any third parties related to the transaction; and any of the employees, officers, agents or directors of such affiliates or third parties. In addition, if Empire becomes a party in any lawsuit that Customer has with any third party, whether through intervention by Empire or by motion made by Customer or any third party, all claims in that lawsuit between Customer and the third party will be subject to binding arbitration under this Arbitration Agreement, provided that the third party is required to agree to resolve such claims by arbitration.
 - MATTERS NOT COVERED BY ARBITRATION.** Customer agrees that Empire does not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin, or foreclosure, but instead may proceed in court for these judicial remedies (an "Excluded Collateral Lawsuit"). Customer may assert in court any defense Customer may have to Empire's claims in an Excluded Collateral Lawsuit, but any claim or counterclaim for rescission or damages Customer may have arising out of, relating to, or in connection with Empire's exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either Empire or Customer also have the option to bring a lawsuit in court to seek to recover an amount which does not exceed the total sum of \$25,000 (including costs and attorneys' fees), provided that no relief other than such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed, the other party cannot require that the claims in that lawsuit be arbitrated. If such an Excluded Damages Lawsuit is filed by Customer or Empire, and any party to that lawsuit files an amendment, counterclaim, cross-claim or third-party claim seeking to recover more than \$25,000, then that claim, counterclaim, cross-claim or third-party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither Customer nor Empire shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies, or by having filed any claims including but not limited to an Excluded Damages Lawsuit in a court.
 - ARBITRATION FORUM AND RULES.** The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and shall be conducted by the AAA or any other arbitrator selected by mutual agreement of the parties. The arbitration shall be conducted in Rankin County, Mississippi (except for claims relating to facilities located outside Mississippi, then in the county where such facility is located). All fees and charges of the Arbitrator shall be equally provided, however, that the Arbitrator may award reimbursement of such costs to the prevailing party. Each party shall also pay for its own costs, including fees for attorneys, experts and witnesses, unless otherwise provided by law or section 4 above, to the extent permitted by applicable law.
- TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH EMPIRE AND CUSTOMER ARE VOLUNTARILY WAIVING ANY RIGHT TO AN ADJUDICATION BY A COURT OF LAW (INCLUDING TRIAL BY JURY) OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT.

I, Customer, hereby acknowledge receipt of the above described goods and/or receipt of the item(s) on which services were performed in the specified quantities and prices and agree to pay Empire Truck Sales, LLC ("Empire") as set forth herein. By signing this form or by taking possession of the goods and/or the item(s) on which services were performed or by otherwise accepting the same, I agree to and accept the terms and conditions of sale set forth above, including but not limited to the forum selection clause, disclaimer of warranties, limitation of liabilities, and **binding arbitration provisions**. **All cores must be returned within 90 days of purchase. No returns on electrical or special ordered parts.**

Subtotal	10,849.71
Tax	0.00
Total:	10,849.71

Please Remit Payment to:
Empire Truck Sales, LLC
PO Box 54325
Jackson, MS 39288-4325

Delivered by: _____ Date: _____ Cores Received: ___ Y ___ N
Customer Signature: _____

!!!!RECEIVE THIS INVOICE/STATEMENT/ESTIMATE BY EMAIL!!!!

EMAIL US AT CREDITETS@EMPIRETRUCK.COM

CLARKE

Power Services

460 US HWY 49
JACKSON, MS 39218
Phone: (601) 932-2424 Fax: (601) 932-3318

ESTIMATE: E108001237

BILL TO
CASH SALE - JACKSON MS - 101270
620 HIGHWAY 49 SOUTH
JACKSON, MS 39218
P:
F:

DELIVER TO
JIMMY MORGAN (FIRE DEPT) CASH SALE -
JACKSON MS - 101270
620 HIGHWAY 49 SOUTH
JACKSON MS 39218
P: (601) 307-5506
F:

DATE SHIPPED	SHIP VIA	ESTIMATE EXP	SALESPERSON	UNIT ID	VIN	COMPONENT S/N	TERMS	CUSTOMER REFERENCE
9/23/2021	CUSTOMER PICKUP	10/23/2021	KAISER KORBA				CASH	06R0818874
QTY SHP	QTY B/O	ITEM	VMRS	DESCRIPTION	UNIT PRICE	EXTD PRICE		
1		1081/DDE R23538418		KIT-OVERHAUL 16:1 EGR S60 12	3,655.18	3,655.18		
1		1081/DDE R23538418-CORE		KIT-OVERHAUL 16:1 EGR S60 12	288.00	288.00		
1		1081/DDE R23538858		CYL HEAD ASM LOW SWRL S60	3,518.58	3,518.58		
1		1081/DDE R23538858-CORE		CYL HEAD ASM LOW SWRL S60	1,408.80	1,408.80		
1		1081/DDE 23533692		BRG AND GSKTKT	393.18	393.18		
1		1081/DDE 23539103		GASKET	51.97	51.97		
1		1081/DDE 23528691		ELBOW ASSY	98.44	98.44		
1		1081/DDE 23539104		GASKET	71.54	71.54		
1		1081/DDE 23512901		VALVE ASSY	62.61	62.61		
		JDMORGAN@HATTIESBURGMS.COM						
1		1081/DDE J-35597-A		CYLINDER LIN	388.61	388.61		
1		1081/DDE J-35791		CYLINDER LIN	385.63	385.63		
1		1081/DDE 05198563		COMPOUND OT	72.67	72.67		
1		1081/DDE J-43397		PISTON RING	1,080.92	1,080.92		

ESTIMATE

NO CREDIT WILL BE ISSUED BY CLARKE POWER SERVICES, INC. ("CLARKE") FOR RETURNED PARTS WITHOUT A COPY OF THIS INVOICE. No returns will be honored after 15 days. All acceptable cores must be returned to Clarke within 45 days, in their original packing materials, to receive full credit. If original packing materials are not available, partial credit will be given at the discretion of Clarke. NO RETURNS WILL BE HONORED ON ELECTRICAL PARTS, OPENED KITS, OR SPECIAL ORDERS.

The only warranties on products sold hereunder are those made by the manufacturer. CLARKE MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER. CUSTOMER'S REMEDY AS TO CLARKE IS LIMITED TO THE RETURN OF THE PRODUCT TO CLARKE, SUBJECT TO THE CONDITIONS DESCRIBED HEREIN. IN NO EVENT SHALL CLARKE BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY LEGAL THEORY. Should it become necessary to collect this account through legal proceedings, the undersigned, including endorers, promise to pay all of Clarke's costs of collection, including attorney's fees.

SIGNATURE X _____

WARNING! PAYMENT FRAUD ADVISORY: If you receive any communication (i.e., email, letter, etc.), containing a request to change payment remittance instructions to Clarke (i.e., wire, ach, check, etc.), please call Chip Thomas, Clarke's Credit Director, at (513) 475-3454 immediately to verify the accuracy of the information prior to sending any funds.

SUB-TOTAL	11,476.13
SALES TAX	0.00
SHIPPING	0.00
TOTAL	11,476.13
SALE TYPE	PC

Please Remit Payment to:
CLARKE POWER SERVICES, INC.
PO Box 710157
Cincinnati, OH 45271-0157
Phone: (513) 771-2200
Fax: (513) 771-0520

London, Sylvester

From: Wade, Danny
Sent: Monday, November 15, 2021 11:26 AM
To: darrel.guinn@empiretruck.com
Cc: London, Sylvester
Subject: Engine Overhaul Quote

Good Morning Darrel,

Hattiesburg Fire Department is requesting a quote from Empire Truck Sales for all parts and shipping fees to conduct an in frame engine overhaul on a Detroit Diesel/Series 60 / 12.7 / DDEC 5 Engine. Please respond with a quote by 5:00pm Monday 11/23/2021. When responding to this email please "Reply All" with your attached quote.

Thank You for your help

Assistant Chief Danny Wade

Hattiesburg Fire Department

Office: 601-582-3311

Cell: 601-270-4541

dwade@hattiesburgms.com



London, Sylvester

From: Wade, Danny
Sent: Monday, November 15, 2021 11:28 AM
To: kkorba@clarkepsi.com
Cc: London, Sylvester
Subject: Engine Overhaul Quote

Good Morning Kaiser,

Hattiesburg Fire Department is requesting a quote from Clarke Power Services for all parts and shipping fees to conduct an in frame engine overhaul on a Detroit Diesel/Series 60 / 12.7 / DDEC 5 Engine. Please respond with a quote by 5:00pm Monday 11/23/2021. When responding to this email please "Reply All" with your attached quote.

Thank You for your help

Assistant Chief Danny Wade

Hattiesburg Fire Department

Office: 601-582-3311

Cell: 601-270-4541

dwade@hattiesburgms.com



SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
OTTO ENVIRONMENTAL	225322	\$ 28,125.00	GREEN/BROWN/BLUE CARTS FOR SANITATION
PLUM CREEK ENVIRONMENTAL		\$ 33,705.00	
JUBILEE DÉCOR	225361	\$ 11,908.37	CHRISTMAS DÉCOR
MOSCA DESIGN		\$ 2,800.00	
A & R FARM AND GARDEN	225451	\$ 20,190.00	RYE GRASS SEEDS
GREENPOINT HOLDINGS		\$ 28,200.00	
WALKER CONSTRUCTION	225486	\$ 49,500.00	DITCH AT VERNON DAHMER PARK
RJM MCQUEEN		\$ 65,631.94	
FAIRLEY CONSTRUCTION		\$ 74,800.00	
WALTERS CONSTRUCTION		\$ 126,125.00	
HI-FI CRUISIN	225511	\$ 13,450.00	EQUIPMENT INSTALL FOR 10 NEW UNITS HPD
AFFORDABLE EMERGENCY LIGHTS		\$ 21,500.00	
ROPER SUPPLY COMPANY		\$ 23,250.00	
FEGUSON WATERWORKS	225574	\$ 14,432.00	DRAINAGE BASINS
SOUTHERN PIPE & SUPPLY		\$ 14,672.00	
EMPIRE TRUCK SALES	225620	\$ 10,849.74	ENGINE OVERHAUL HFD UNIT 15064
CLARKE POWER SERVICES		\$ 11,476.13	



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, December 7, 2021

Re: Acknowledge update to the performance period of the U.S. Department of Housing and Urban Development (HUD) Lead Hazard Reduction Grant Program and Healthy Homes Supplement Grant Agreement. Period of performance was revised from November 1, 2021 through April 30, 2025, to November 15, 2021 through May 14, 2025.
File Number: 2021-1358
Minute Book #

Summary

HUD Lead Hazard Reduction Grant Program and Healthy Homes Supplement Grant Agreement – Performance Period Update

Recommendation Statement

I recommend acknowledgement of the update to the performance period of the U.S. Department of Housing and Urban Development (HUD) Lead Hazard Reduction Grant Program and Healthy Homes Supplement Grant Agreement.

Please place this on the December 7, 2021 City Council meeting for consideration.

Assistance Award/Amendment

U.S. Department of Housing and
Urban Development
Office of Administration

1. Assistance Instrument ☐ Cooperative Agreement ☒ Grant		2. Type of Action ☒ Award ☐ Amendment	
3. Instrument Number MSLHB0771-21	4. Amendment Number	5. Effective Date of this Action See Block #20	6. Control Number
7. Name and Address of Recipient City of Hattiesburg 200 Forrest Street P.O. Box 1898 Hattiesburg, MS 39403-1898		8. HUD Administering Office HUD, Office of Lead Hazard Control and Healthy Homes 451 Seventh Street, SW Room 8236 Washington, DC 20410	
		8a. Name of Administrator Markquonda Mathis	8b. Telephone Number 202-402-5120
10. Recipient Project Manager Jennifer Shows 601-545-4544 jshows@hattiesburgms.com		9. HUD Government Technical Representative Bruce Bailey Bruce.E.Bailey@hud.gov 202-402-6249	
11. Assistance Arrangement ☒ Cost Reimbursement ☐ Cost Sharing ☐ Fixed Price	12. Payment Method ☐ Treasury Check Reimbursement ☐ Advance Check ☒ Automated Clearinghouse	13. HUD Payment Office U.S. Dept. of HUD CFO Accounting Center, 6AF 801 Cherry St., Unit #45 Ste. 2500 Fort Worth, TX 76102	
14. Assistance Amount Previous HUD Amount \$0.00		15. HUD Accounting and Appropriation Data	
		8620/220174 20LRLH/LRLHR LHB 00/98- \$1,400,650.00	15b. Reservation number
		8620/220174 20LRHH/LRHHI HHO 00/98- \$216,750.00	LHC 21-7
HUD Amount this action		Amount Previously Obligated	
LHB \$ 1,400,650.00		\$0.00	
HHO \$ 216,750.00		Obligation by this action \$ 1,617,400.00	
Total HUD Amount \$ 1,617,400.00		Total Obligation \$ 1,617,400.00	
Recipient Amount \$ 247,483.00			
Total Instrument Amount \$ 1,864,883.00			

16. Description

Employer Identification: 64-6000432

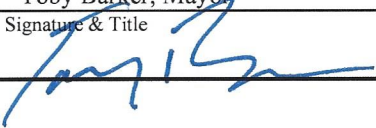
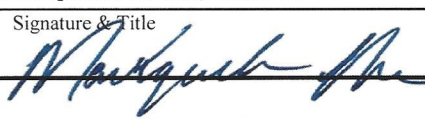
DUNS: 0794481300000

Program: LHB/ HHO

This instrument sets forth the agreement between the parties as to all terms and conditions and provisions herein. By signing this award document, the Grantee certifies that it is in compliance with all administrative and financial provisions of this award. This grant instrument consists of the following, some of which are incorporated by reference:

- Cover Page, HUD 1044
- FY 2021 Terms and Conditions
- Statement of Work/Work Plan/Benchmark Standards
- Grantee's financial and technical proposal
- Mutually agreed and negotiated proposal changes
- Abstract of grant activities
- Lead Hazard Control Program Policy Guidance Issuances "PGI-2015-01- Clarification of Costs for LHRD and LBPHC Grant Programs"
- TITLE 2: GRANTS AND AGREEMENTS - PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS** <http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>
- Notice of Grant Opportunity announced in GRANTS.GOV FR-6500-N-13 Posted date: 07/12/2021

Period of Performance: 42 months – ~~November 1, 2021 – May 30, 2025~~ November 15, 2021- May 14, 2025

17. ☒ Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. ☐ Recipient is not required to sign this document.	
19. Recipient (By Name) Toby Barker, Mayor		20. HUD (By Name) Markquonda Mathis, Grant Officer	
Signature & Title 	Date (mm/dd/yyyy) 11/05/2021	Signature & Title 	Date (mm/dd/yyyy) 8/19/2021

form HUD-1044 (8/90)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, December 7, 2021

Re: Authorize publication of a Request for Proposals from qualified firms for the creation of a Master Plan for future development in the vicinity of North 25th and North 26th Avenues.
File Number: 2021-1370
Minute Book #

Summary

RFP soliciting firms for the creation of a N 25th/26th Avenue vicinity Master Plan

Recommendation Statement

Please place this on the December 7, 2021 City Council meeting for consideration.

Request for Proposals - Public Notice

25-26 Master Plan

Planners, architects, engineers and other related professionals are requested to submit a proposal to provide professional services authoring a Master Plan for the future development of portions of N 25th and N 26th Avenues.

Overview

The City of Hattiesburg is requesting qualifications, pricing information, and availability of a consultant to author a Master Plan for the future development of an area generally bound on the south by Hardy Street, on the west by Highway 49, on the east by N 25th Avenue, and on the north by the Longleaf Trace. The Master Plan should describe a vision for the future development of the area in terms of both public infrastructure and private development expectations. The area is uniquely situated with proximity to one of the busiest intersections in the state (Hardy Street and Hwy 49), is in immediate proximity to the University of Southern Mississippi, connects directly to a regionally impactful recreational trail in the Longleaf Trace, and serves as an important buffer between a busy US highway and an established 1940's era single-family residential neighborhood.

25-26 Master Plan

This project requests sufficient analysis of the current economic development impact, land use of the project area, transportation planning, and through robust community engagement, establishes a Master Plan to achieve the community's vision. The Master Plan will lay out the future development character of the area, phases for public infrastructure investment, and strategies to execute the plan. Strategies should not only spur development within the area, but plan to buffer and protect the established neighboring residential neighborhood in order to enhance quality of life for all. Considerations include but are not limited to: existing conditions; feasibility of walkable, functional neighborhoods and mixed-use districts; redevelopment opportunities that support an economically viable and sustainable community; character and history; design guidelines; implementation language and robust public participation.

Outcome/Goal

The intended outcome of the project is to engage the public and key stakeholders and work with the Planning Division staff to create a master plan for the project area reflective of the City's Comprehensive Plan 2008-2028 and to promote Smart Growth principles, urban design standards, economic revitalization and/or enhancement; reduce conflicts of incompatible land uses; stabilize and improve property values; promote more transportation options; and encourage safe, convenient, attractive, sustainable, healthy neighborhoods and districts. Strategies in the plan should include potential phasing of public infrastructure based on possible development scenarios.

Meeting / community input format

Responses should include proposed strategies for public engagement including area residents and business stakeholders at a minimum. Firm involvement should include at a minimum 1 kickoff/public engagement type workshop, 1 presentation to Planning Commission, which may be virtual, and 1 in-person presentation to City Council.

Deliverables

The deliverables for this project are:

1. Master Plan document including development vision for the project area; suggested development standards if any should differ from the Land Development Code; strategies for

any re-zoning, overlay district, Planned Unit Development concept or other mechanism that may be necessary; cost estimations associated with proposed public infrastructure investments; and maps and other visuals sufficient to communicate the vision of the Master Plan product.

2. Digital/Electronic copies of all new databases, studies, and documents prepared for the completion of the final project
3. Professional, print-ready material in a standard word-processing program (In-Design preferred) in a format consistent with the Land Development Code
4. Professional-looking graphics consistent with the scope of services outlined in the RFP
5. Web-ready versions of any of the above
6. Deliverables formatted as Shapefile layers for GIS
7. All materials and sufficient copies for distribution and presentation to Planning Commission and City Council and all public engagement activities

Project Timeline and Budget:

The City prefers no more than a 12-month process that would begin on or about February 1, 2022. This timeframe would include public review of the final draft and the public hearing process to adopt the Master Plan as a component/appendix to the Comprehensive Plan as well as any immediate changes to the Official Zoning Map that may be necessary. A final schedule will be mutually determined by the City and selected firm. This project is not funded in whole or in part by any federal or state grant monies.

Submittal Requirements:

Responses must conform to the requirements set forth in this RFP, and include as follows:

- Cover letter identifying all firms proposed for the team, including contact information, such as mailing address, email address and phone number;
- Project understanding;
- Statement of Qualifications: Team organization, including professional resumes and identification of the lead consultant and project manager, key personnel, and the roles and responsibilities of all sub-consultants. Also designate who will be directly working with the City's Department of Urban Development staff;
- Statement of Relevant Work/Experience with referral contact information and links to published product(s).
- Project approach;
- Scope of Work; (*Important elements: Public participation plan; digital content for website*)
- Proposed deliverables;
- Proposed timeline, not to exceed 12 months from project initiation;
- Proposed project budget;
- Identify whether any team member firms are, or will become, a qualified DBE firm, and describe the percentage of the overall project that will be assigned/subcontracted to said DBEs. Additionally, pursuant to City of Hattiesburg Resolution 2020-326, bidders are encouraged to include in their bid whether they are an Emerging Business Enterprise (EBE) or if they intend to utilize EBE's as described in Resolution 2020-326, and if so, the extent of such participation proposed by EBEs.
- Clearly identify any term of proposal that may deviate from submitted requirements and the benefits thereof.

All proposals, exhibits, responses, attachments, reports, charts, schedules, maps, and illustrations shall become the property of the City of Hattiesburg upon receipt.

Selection Criteria Process:

All proposals received will be reviewed by designated City staff from the Department of Urban Development according to the selection criteria set forth in this RFP.

The following criteria will be the basis on which responses will be considered (in no particular order):

<i>Evaluation Criteria</i>	<i>Weight</i>
<i>Demonstrated Capacity (Past performance of firm on similar projects, as well as project manager and other team members; availability of consultant team members; extent of other completed projects of similar scope and magnitude).</i>	<i>25</i>
<i>Experience and qualifications of personnel assigned to perform the services</i>	<i>20</i>
<i>Proposed Scope of Work and Deliverables (Understanding of the assignment; quality of response to proposed work program deliverables, and public/stakeholder engagement).</i>	<i>30</i>
<i>Communications (Organization/completeness of response; writing skills, as shown through referenced work examples).</i>	<i>10</i>
<i>Work Product Examples (Quality, appearance, presentation, and applicability of referenced work examples).</i>	<i>10</i>
<i>DBE and/or EBE participation commitment (weighted by commitment level to DBEs/EBEs)</i>	<i>5</i>
<i>Total</i>	<i>100</i>

Questions:

The deadline to submit written questions for information and/or clarification is 3:00 PM on Thursday, December 30, 2021. Questions should be made in writing to planning@hattiesburgms.com. All written questions received by this deadline will be answered in writing, posted as an accompanying document on the City's website beside the publication of this RFP. Answers will be posted by close of business, January 3, 2022.

Submission:

Final sealed proposals must be received by the City of Hattiesburg office of the City Clerk no later than 10:00 a.m. (Central Standard Time) local time on **January 13, 2022**. Late proposals will not be accepted nor considered.

All proposals must be sealed and clearly marked with the Proposer's name and labeled with "RFP: 25-26 MASTER PLAN". Proposers must allow sufficient lead-time to ensure receipt of their proposals by the time specified. The City of Hattiesburg will not be responsible for a carrier's failure to deliver. **Five (5) copies of the complete proposal response plus one (1) PDF version on a flash drive must be delivered to the following:**

Physical Address

Office of the City Clerk – 2nd Floor City Hall
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

OR**Mailing Address**

Office of the City Clerk – 2nd Floor City Hall
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Schedule of Activities

Please note that dates are subject to change based on City of Hattiesburg needs.

<u>Item</u>	<u>Date</u>
RFP Issue Date	December 9, 2021
Deadline for Questions	December 30, 2021
Response in Writing, to Questions	January 3, 2022
Closing Date for Receipt of Proposals	January 13, 2022, 10:00 am, CDT
Bid Openings	January 13, 2022, 10:00 am, CDT
Discussions/Negotiations as Needed	January 24, 2022
Anticipated Notice to Proceed	February 15, 2022

The City of Hattiesburg reserves the right to reject any or all Proposals, or any parts thereof, waive formalities, negotiate terms and conditions, and to select the consultant and service options that best meet the needs of the City of Hattiesburg. The project objective is to develop a corridor district covering two areas. It is expected that all vendors will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete this project.

PUBLIC NOTICE
REQUEST FOR PROPOSALS

The City of Hattiesburg is issuing a Request for Proposals for a Master Plan from planners, architects, engineers and other related professionals for an area bound (generally) by Hardy Street, N 25th Ave, the Longleaf Trace, and N 26th Avenue. The goal of this Master Plan is to further guide the future development from both the public infrastructure and private investment perspectives. Considerations include but are not limited to: existing conditions; feasibility of walkable, functional neighborhoods and mixed-use districts; redevelopment opportunities that support an economically viable and sustainable community; character and history; design guidelines; implementation language and robust public participation. The intended outcome of the project is to adopt the Master Plan as a component/appendix of the City's Comprehensive Plan.

Proposals are due no later than 10:00 a.m., Thursday, January 13, 2022. Any proposals received after this deadline may be returned to the offeror unopened. The City reserves the right to reject any and all proposals, and/or divide any project into sections. The full RFP can be found on the City of Hattiesburg's website at www.hattiesburgms.com/planning.

Inquiries and requests for proposal packets should be addressed to:

Dept. of Urban Development
City of Hattiesburg
P.O. Box 1898/200 Forrest Street
Hattiesburg, MS 39403-1898
601-545-4599
planning@hattiesburgms.com

PUBLISHED by the Order of the Council on the 7th
day of December, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

(SEAL)

Publish (1) in the Legal section: Thursday, December 9, 2021
Also Publish (1) in the Legal section of the Clarion Ledger as soon
thereafter as possible.

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, December 7, 2021

Re: Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {Entitlement CDBG/HOME}
File Number: 2021-1362
Minute Book #

Summary

Recommendation Statement

I recommend issuance of manual checks per attached Memorandum

Please place this on the December 7, 2021 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Urban Development

SUBJECT: Authorize issuance of manual check for CDBG/HOME Program claims

DATE: December 7, 2021

The following request for payment is being submitted for approval during the City Council's December 7, 2021 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: Helen O'Neal
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 303 J.C. Killingsworth Drive
Amount Requested: \$900.00
Purpose of Request: Temporary relocation (11/28/21 – 12/27/21)

Recipient: Lisa Means
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 515 Columbia Street
Amount Requested: \$900.00
Purpose of Request: Temporary relocation (12/5/21 – 1/4/21)

Recipient: Ardesia Eaton
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 1413 Arledge Street
Amount Requested: \$900.00
Purpose of Request: Temporary relocation (12/17/21 – 1/16/21)

Recipient: Middleton Construction, LLC
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 112 Lesley Lane
Amount Requested: \$4,999.98
Purpose of Request: Warranty repair

Recipient: Breakthrough Community Services
Activity: CHDO Project
Program: HOME
Project Site: 104 Donald Street
Amount Requested: \$ 14,500.00
Purpose of Request: Reimbursement request

Recipient: Community Connections, Inc.
Activity: Substantial rehab
Program: CDBG
Project Site: 515 Columbia Street
Amount Requested: \$20,340.00
Purpose of Request: 3rd Draw request



INVOICE

Community Connections, Inc.
215 Mobile Street
Hattiesburg, MS 39401
601.261.0820
terrancemthigpen@gmail.com

Invoice No: 11112021

Date: 11.11.2021

PAID 11/29/21

Petra Wingo, Division Manager
City of Hattiesburg Urban Development - Community Development
P.O. Box 1898
Hattiesburg, MS 39401

Job Name: 515 Columbia Street
Hattiesburg, MS 39401

Description	Line Total
Painting of home's exterior including body, trim and porches	\$1,775.00
Replacing damaged siding and trim with siding and trim of like size and strength as what is currently in place	\$450.00
Installation of new entry and exit doors to the front door (the door entering the kitchen, metal clad standard 36x80 door)	\$700.00
Installation of new PEX pressure water lines from the meter to all the plumbing fixtures of home including a hydrant with anti-syphon attachment on the front and rear of home.	\$1,685.00
Installation of new vinyl single hung vinyl windows	\$2,700.00
Reframing of the window frames	\$950.00
Cutting rooms of the home that have paneling on the walls to the ceiling joists and the studs.	\$2,025.00
Installation of new regular core drywall (2,624sf). Installation of new moisture rock on the walls and ceiling in bathroom (320sf)	
Installation of new insulation in the walls and the attic of the appropriate R-value for both areas	\$1,800.00
Replacing of damaged floor joists with new treated lumber under hall bathroom to den area.	\$785.00
Trimming inside of the window installation of new crown to closely match previously crown molding size	\$595.00
Installation of a new bathtub and replacing of walls around tub with new FRP boards around the wall of the tub to ceiling	\$720.00

EXECUTED CHANGE ORDERS

Remove and replace the siding in the rear of the structure that was not staggered properly with like siding.	\$730.00
Water damage was discovered in some of the roof decking in the rear addition of the structure. All deteriorated wood must be replaced. Remove and replace the aluminum roofing with glue down modified roofing material.	\$2,575.00
Remove the hardwood flooring in the damaged areas of the living room to expose the deteriorated subflooring. Replace the deteriorated subflooring and deteriorated joists in this room. Replace the hardwood flooring that is not salvageable. New joists must be treated and installed using joist hangers.	\$2,850.00

TOTAL \$20,340.00

Make all checks payable to Community Connections, Inc.
THANK YOU FOR YOUR BUSINESS!

Timothy Middleton
21 Hidden Hollow Dr.
Laurel, MS 39443

Due Date	Date	Invoice #
11/12/2021	11/4/2021	224

Bill To
City of Hattiesburg Attn: Petra Wingo PO Box 1898 Hattiesburg, MS 39403-1898



Project
Rita Sykes, 112 Lesley Lane

Description	Amount
Labor & Materials to repair damages	4,999.98

12

Samuel Middleton

Payments/Credits	\$0.00
Invoice Balance	\$4,999.98
Total Due	\$4,999.98

We appreciate your business and your prompt payment.



"Breaking the Shackles of Poverty through Services"

INVOICE

REIMBURSEMENT

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Property Address	Invoice	Date
Rental Rehab	104 DonaldSt	06	August 10, 2021

Quantity	Description	Unit Price	Total
1	3rd Draw Request for 104 Donald Street Hattiesburg, MS 39401	1	\$6,000.00
	Air and Electrical- inside unit and ductwork Vinyl, skirting and soffett		
			\$6,000.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

8/10/2021 9:24 AM

my

BREAKTHROUGH COMMUNITY SERVICES
HOME REHABILITATION FUNDS
TAX ID #51-1678992
1212 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

Trustmark
Bank

1007
NUMBER
1007

DATE
08/09/2021

AMOUNT
\$6,000.00

SIX THOUSAND DOLLARS AND NO CENTS

PAY TO THE ORDER OF
Jerry Arlington
15 Old Airport Rd Apt 501
Hattiesburg MS 39401

For: Draw & Donald Street

08/09/2021 12:00 PM

Cashed Check

08/09/2021 12:00 PM

0377214855

0659002794
Trustmark Hattiesburg
2021-08-09
0377214855

0377214855

0659002794

Trustmark Hattiesburg

2021-08-09

0377214855

Amount: \$-6,000.00

Statement Description: CASHED CHECK #1007

Check Number: 1007

Posted Date: 8/9/2021

Type: Debit

Status: Posted



"Breaking the Shackles of Poverty through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Property Address	Invoice	Date
Rental Rehab	104 DonaldSt	07	November 4, 2021

Quantity	Description	Unit Price	Total
1	4th Draw Request for 104 Donald Street Hattiesburg, MS 39401 Hung Sheet Rock Kitchen Cabinets finished and painted All Interior Ceiling painted Installed Subflooring Built new porch	1	\$8,500.00
			\$8,500.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

17

Vertical
to
the
right

BREAKTHROUGH COMMUNITY SERVICES
HOME REHABILITATION FUNDS
TAX ID #21-1978092
1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

1011

NUMBER
1011

85-27050

DATE
11/12/2021

AMOUNT
*****8,500.00

EIGHT THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS

PAY
TO THE
ORDER
OF
Jerry Arlington
16 Old Airport Rd Apt 201
Hattiesburg MS 39401

For: Draw for 104 Donald Street

1001011 4085300 2795 46005884341

☐ DIRECT DEPOSIT
☐ DEPOSIT BY REMITTANCE
 DATE: 11/12/2021
 TIME: 11:47
 AMOUNT: 11.47
 CHECK NO: 1147
 CHECK DATE: 11/12/2021
 CHECK TYPE: CHECK
 CHECK NUMBER: 1147
 CHECK DATE: 11/12/2021
 CHECK TYPE: CHECK
 CHECK NUMBER: 1147

Status: Posted



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, December 7, 2021

Re: Approve plans and specifications for the demolition of up to three (3) structures pursuant to the code enforcement process provided for in MCA 21-19-11 and authorize advertisement for bids for the same.
File Number: 2021-1363
Minute Book #

Summary

Authorization to let bids for the demolition of three buildings within the Plantation Place apartment complex.

Recommendation Statement

Please place this on the December 7, 2021 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m. on December 30, 2021**, in the City Clerk's Office, in the City Hall of said City, for furnishing the City's requirements for the following services, to-wit:

ITEM: DEMOLITION DECEMBER 2021

Each individual property will be bid upon for the cost of demolition and the cost of cleaning the real property of garbage, rubbish, debris, and vegetative overgrowth and minor dirt work to leave each property in a condition that is reasonably level for the purpose of ongoing maintenance. Per property pricing shall be specified for each property; the contractor will be responsible for all required permitting, though the permitting cost shall be waived; the contractor shall be responsible for scheduling all utility disconnections; contractor shall be responsible for disposal of all structural debris at a landfill approved by the Mississippi Department of Environmental Quality (MDEQ). The City of Hattiesburg has sampled and tested for Asbestos Containing Material (ACM) in the subject properties and has contracted or will contract separately for abatement prior to any order to commence demolition. As each designated structure will be bid upon individually, the City reserves the right to withdraw any specific structure(s) up until the commencement of demolition services, without the inclusion of another structure to replace the said structures withdrawn by the City. The contractor shall have ninety (90) days from the date of the Order to Commence by the City to complete all work. As the demolition/cleaning of each specific property is complete and inspected by the Director of Urban Development or designee, the contractor may provide invoices for completed properties to receive payment.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the words **BID: DEMOLITION December 2021** and the DATE OF THE BID OPENING, which is **December 30, 2021**.

Pursuant to City of Hattiesburg Resolution 2020-326, bidders are encouraged to include in their bid whether they are an Emerging Business Enterprise (EBE) or if they intend to utilize EBE's as described in Resolution 2020-326, and if so, the extent of such participation proposed by EBEs.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the **7th of December 2021**.

CITY OF HATTIESBURG, MISSISSIPPI

Kermas Eaton /s/
City Clerk

(SEAL)

PUBLISH TWICE IN THE LEGAL SECTION, DECEMBER 9, 2021 AND DECEMBER 16, 2021

CITY OF HATTIESBURG — DEPARTMENT OF URBAN DEVELOPMENT
INSTRUCTIONS TO BIDDERS FOR DEMOLITION SERVICES

BID FORM

PROPOSAL FOR: FURNISHING PERSONAL SERVICES FOR DEMOLITION OF
DILAPIDATED HOUSES, AND REMOVAL AND DISPOSAL OF DEBRIS AT THE
FOLLOWING THREE (3) PROPERTIES:

100 Plantation Place Drive
122 Ellis Drive
124-B Plantation Place Drive

Bids will be received until 10 a.m. Thursday, December 23, 2021, in the City Clerk's Office in the Hattiesburg City Hall located at 200 Forrest Street, Hattiesburg, MS 39403-1898. Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the words **BID: DEMOLITION December 2021** and the DATE OF THE BID OPENING, which is **December 30, 2021**.

Bid opening begins promptly at 10:00 a.m., Thursday, December 30, 2021.

Pursuant to City of Hattiesburg Resolution 2020-326, bidders are encouraged to include in their bid whether they are an Emerging Business Enterprise (EBE) or if they intend to utilize EBE's as described in Resolution 2020-326, and if so, the extent of such participation proposed by EBEs.

For questions or clarifications, bidders should contact:

Wiley Quinn
Department of Urban Development
P.O. Box 1898
200 Forrest Street
Hattiesburg, MS 39403-1898
(601) 554-1027

The undersigned Bidder agrees to comply with and provide the following services to the City of Hattiesburg:

Successful bidder shall furnish and supervise any personnel needed to perform said services. Successful bidder shall furnish all tools and equipment necessary to perform said services and shall furnish any and all insurance that may be required by the City.

A pre-bid meeting will be held December 17, 2021 at 11:00 a.m. to give prospective bidders an opportunity to walk through the structures. **The walk through will begin promptly at 11:00 at 100 Plantation Place Drive.**

Successful bidder shall ensure and certify the proper, legal removal and disposal of any and all materials and debris from properties and the same shall be cleared, cleaned, and leveled to the satisfaction of the Department of Urban Development. If applicable, asbestos removal must be completed by a certified, licensed asbestos contractor.

Successful bidder shall be required to dispose of all materials in association with this contract, at the landfill under contract with the City of Hattiesburg where appropriate and other sites as required. If the successful bidder leases, rents or otherwise obtains a dumpster at the job site, he/she shall do so at their own expense and at no additional expense to the City of Hattiesburg.

Successful bidder SHALL NOT BEGIN WORK UNTIL ALL NECESSARY PERMITS, WORK ORDERS, PURCHASE ORDERS, AND NOTICES TO PROCEED HAVE BEEN COMPLETED AND RECEIVED BY BIDDER. Permitting fees shall be waived. City may issue notices to proceed on a per-property basis as permits are available.

Successful bidder shall be a licensed contractor in the City of Hattiesburg for the duration of the contract.

Successful bidder agrees to comply with all federal, state, and city laws in performing the work contracted for under this contract.

Successful bidder shall coordinate all work activities with the City's Department of Urban Development.

Successful bidder agrees that it shall hold harmless and indemnify City from any and all liability and damages of any kind whatsoever resulting from providing these services.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject and or all bids received and to waive formalities.

The City reserves the right to withdraw any or all of the properties from the list of those to be demolished as well as the contract awarded and established as a result of this bidding process.

**CODE ENFORCEMENT
DEMOLITION DECEMBER 2021
BID FORM**

NAME OF COMPANY _____

STREET/P.O. BOX ADDRESS _____

CITY/STATE & ZIP CODE _____

PHONE NUMBER (DAY AND NIGHT) _____

FAX NUMBER _____

DATE OF BID _____

COMPANY OFFICIAL'S NAME & TITLE _____

SOCIAL SECURITY OR EMPLOYER ID NUMBER _____

Bidders are to provide the cost of demolition and debris removal of each individual property below, **and** provide the sum of all properties on the "Grand Total" line.

1) 100 Plantation Place Drive \$ _____

2) 122 Ellis Drive \$ _____

3) 124-B Plantation Place Drive \$ _____

GRAND TOTAL \$ _____

Does the company claim Emerging Business Enterprise status pursuant to Resolution 2020-326

Yes or No (**circle one**)

Will the bidder commit to subcontracting any portion of the contract to an Emerging Business Enterprise?

Yes or No (**circle one**)

If yes, quantify the amount of commitment \$ _____

By signature below, the submitter is acknowledging having had access to the reports related to Asbestos Containing Materials at the properties and having had an opportunity at the scheduled pre-bid meeting to walk through the properties.

COMPANY OFFICIAL'S SIGNATURE _____ DATE _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Calvin Russell, HCT Division Manager, Armendia Esters, Division Manager/MPO

Date: Tuesday, December 7, 2021

Re: Approve the amendment to the Hub City Transit Public Transportation Agency Safety Plan (HCT-PTASP) and acknowledge that this plan meets the requirements of 49 CFR Part 673, Federal Transit Administration regulation.
File Number: 2021-1371
Minute Book #

Summary

Approve the amendment to the Hub City Transit Public Transportation Agency Safety Plan (HCT-PTASP), which designates a new Accountable Executive and acknowledge that this plan meets the requirements of the Federal Transit Administration regulation 49 CFR Part 673, which mandates all transit agencies to develop and implement a PTASP.

The HCT-PTASP establishes a Safety Management System framework to enable a proactive, formalized, and data-driven approach to safety risk management to increase safety performance.

Recommendation Statement

I recommend the approval of the amendment of the Hub City Transit Public Transportation Agency Safety Plan (HCT-PTASP), as required by the Federal Transportation Administration. (49 CFR Part 673)

Please place this on the December 7, 2021 City Council meeting for consideration.



Public Transportation Agency Safety Plan

The New Framework for Public Safety

The Moving Ahead for Progress in the 21st Century (MAP-21) Act grants the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive regulatory framework to oversee the safety of public transportation throughout the United States. As a component of this safety oversight framework, MAP-21 requires certain recipients of FTA Chapter 53 funding to develop and implement a Public Transportation Agency Safety Plan (PTASP).

In addition to greater safety oversight responsibilities, MAP-21's grant of expanded regulatory authority puts FTA in a position to provide guidance to transit agencies that strengthens the use of safety data to support management decisions, improves the commitment of transit leadership to safety, and fosters a culture of safety that promotes awareness and responsiveness to safety risks. The framework to this approach is called a safety management system (SMS), which moves the transit industry towards a more holistic, performance-based approach to safety. The SMS framework has been adopted by FTA in its National Public Transportation Safety Plan ("national safety plan").

The Public Transportation Agency Safety Plan for Hub City Transit (HCT-PTASP) supports and is consistent with an SMS approach to safety risk management. SMS is an integrated collection of policies, processes, and behaviors meant to ensure a formalized, proactive, and data-driven approach to safety risk management. The aim of an SMS is to increase the safety performance of transit systems by proactively identifying, assessing, and controlling safety risks. The approach is meant to be flexible and scalable, so that transit agencies of all types and sizes can efficiently meet the basic requirements of MAP-21.

Statewide Agency Safety Plans: The "Opt-Out" choice for local Transit Agencies

49 CFR B 673.11(d)

A State must draft and certify a Public Transportation Agency Safety Plan on behalf of any small public transportation provider that is located in that State. A State is not required to draft a Public Transportation Agency Safety Plan for a small public transportation provider if that agency notifies the State that it will draft its own plan. In each instance, the transit agency must carry out the plan. If a State drafts and certifies a Public Transportation Agency Safety Plan on behalf of a transit agency, and the transit agency later opts to draft and certify its own Public Transportation Agency Safety Plan, then the transit agency must notify the State.

The transit agency has one year from the date of the notification to draft and certify a Public Transportation Agency Safety Plan that is compliant with this part. The Public Transportation Agency Safety Plan drafted by the State will remain in effect until the transit agency drafts its own Public Transportation Agency Safety Plan.

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TRANSIT AGENCY INFORMATION

Transit Agency	NAME	ADDRESS
	Hub City Transit	1001 South Tipton Street Hattiesburg, MS 39401
Accountable Executive	NAME	TITLE
	Ann Jones	Director of the Department of Urban Development, Interim Director of Urban Development or Chief Administrative Officer
Chief Safety Officer	NAME	TITLE
	Calvin Russell	Hub City Transit Division Manager
Modes of Service Covered by this Plan	Fixed and Non-Fixed Route	
FTA funding types	5307, 5339	
Does the Agency provide transit services on behalf of another agency?	NO	
Transit Agency or Entity for which service is provided	City of Hattiesburg	

Plan Development, Approval, and Updates

1. Annual Review of the Safety Plan

The HCT Safety Division Safety Plan Administrator (SPA) will review the PTASP annually, update the document as necessary, and implement the changes within a timeframe that will allow the agency to timely submit to any annual or other periodic reviews, including its annual self-certification of compliance. At minimum, annual self-certification will consist of both the Accountable Executive and the Mayor/City Council signing and dating an acknowledgment of receipt of this updated document in the City Council meeting minutes.

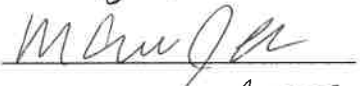
Annual review of the PTASP will be conducted by the SPA by **July 1** of each calendar year. Necessary updates outside the annual update window may be handled as PTASP addenda.

March 1	April 1	May 1	June 1	July 1
SPA notifies the HCT Safety Division Team that they must review the PTASP sections applicable to their function	HCT Safety Division Work Session on PTASP and Safety Objectives change recommendations	Draft of the PTASP with changes is submitted by the SPA to the CSO for review and update	SPA completes the final edits to the PTASP and submits to the Director of Urban Development for approval	Upon approval by the Director of Urban Development, the updated PTASP is submitted to the City Council Agenda

2. Activity Log

Reviews of the PTASP and any subsequent updates, addenda, adoption, and distribution activities will be documented in the Activity Log.

A physical and an electronic archive of the PTASP will be maintained and provided for examination by the SPA in the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization office.

Name of Person who drafted this Plan	Armendia Esters Safety Plan Administrator/MPO Division Manager	
Signature by the Accountable Executive	NAME M. Ann Jones	signature  DATE: 11-24-2021
Adoption by the City of Hattiesburg	December 7, 2021	Minute Book # _____

HCT-PTASP Activity Log

Version Number and Updates			
<i>Complete history of successive versions of this plan</i>			
Version No.	Section/Pages Affected	Reason for Change	Date Issued
1		New Document	12/22/2020
2	4 , 6	New Accountable Executive	12/7/2021

Safety Performance Targets

The Hub City Transit (HCT) established safety performance targets for 2021 based upon the review of the last five (5) years of HCT's safety performance data and vehicle revenue miles (VRM) which were reported to the National Transit Database (NTD), and also data from the internal safety occurrence reports.

Mode of Transit Service	Fatalities (Total)	Fatalities (per 50,000 VRM)	Injuries (total)	Injuries (per 50,000 VRM)	Safety Events (total)	Safety Events (per 50,000 VRM)	System Reliability (VRM/failures)
Fixed Route Bus	1	.05	1	.05	0	0	10,000
Paratransit	0	0	0	0	0	0	25,000

HCT's Accountable Executive shares the PTASP, including safety performance targets, with the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) each year for re-adoption after the City's Adoption of the HCT-PTASP and also provides a copy of the HCT-PTASP to the Mississippi Department of Transportation (MDOT). In addition, HCT coordinates with both of these entities in the selection of the safety performance targets.

Targets Transmitted to the State	Mississippi Department of Transportation	Date Targets Transmitted 12/22/2020
Targets Transmitted to the MPO	Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization	Date Targets Transmitted 1/27/2021

HCT SMS Policy Statement

HCT commits to the establishment and continuous improvement of a comprehensive and preemptive system of Safety Management which will encompass the Safety Management System (SMS) components of a cohesive Safety Policy, a standardized method of Safety Risk Management, a robust set of procedures of Safety Assurance, and an effective program of Safety Promotion. This Safety Management System will be appropriately scaled to the size, scope, and complexity of the agency and will begin with the completion of the Public Transportation Agency Safety Plan (PTASP) and the formation of the Hub City Transit Safety Division (HCT Safety Division).

Moreover, HCT commits to promoting an organizational culture that encourages and supports safe practices and empowers both employees and contractors to fully participate in the Hub City Transit employee safety reporting program.

The HCT Safety Division leadership team, as directed by the Urban Development Department Director of the City of Hattiesburg, will be accountable for developing, implementing, maintaining, and improving processes to ensure the safety of the HCT employees and customers, in addition to the general public, and will provide all appropriate resources to fulfill this commitment.

The HCT Safety Division leadership team, as directed by the Urban Development Department Director of the City of Hattiesburg, will hold the executives, managers, supervisors, employees, and contractors accountable for safety performance.

The HCT Safety Division leadership team, as directed by the Urban Development Department Director of the City of Hattiesburg, will be accountable for the agency's compliance to Federal Transit Administration (FTA) requirements, and has developed this Public Transportation Agency Safety Plan (PTASP) to comply with 49 CFR Part 673, the FTA regulation established by Section 5329(d) of the Moving Ahead for Progress in the 21st Century (MAP-21) Act.

The City of Hattiesburg has adopted the HCT's PTASP and acknowledges that its content meets the requirements of Part 673 and Section 5329(d) of MAP-21 through the establishment of a comprehensive SMS framework.

The HCT Vision

HCT is committed to Vision Zero (Zero Accidents and Zero Incident). HCT is will approach safety management as a systematic and comprehensive approach to identifying safety hazards and risks associated with transit system operations and related maintenance activities.

HCT has adopted a safety program framework as a component of the agency's responsibility to: establish a new safety policy; create a system of identifying hazards and controlling risks; and engage in goal-setting, planning, and measuring performance. Furthermore, HCT has adopted a safety program framework as means by which to foster agency-wide support for transit safety by establishing a culture where everyone is held accountable for safety in the organization and takes an active role in securing transit safety.

The HCT Safety Objectives

1. HCT's safety objectives are as follows:

- Zero Fatalities
- Reduce the number of serious injuries
- Reduce the number of safety events
- Increase system reliability score

2. Quarterly Progress Report

Each quarter, the HCT Safety Division will report to the entire agency and to the Accountable Executive regarding how well the agency is meeting the Safety Objectives. In addition to reviewing the PTASP annually, the HCT Safety Division will also review and update these objectives, as needed, each year.

3. Signatures

As required by 49 CFR Part 673, the HCT-PTASP, which describes the agency's commitment to continuously monitoring, measuring, and improving safety performance, has been adopted by the City of Hattiesburg and endorsed by the Director of Urban Development (Accountable Executive).



Accountable Executive Signature

Date

12-22-2020

The HCT Safety Division: Authorities, Accountabilities, and Responsibilities

The HCT Safety Division is a permanent addition to the Hub City Transit agency that is committed to ensuring the safe operations of the agency and to forming an organizational culture that values a proactive management of safety risks. The HCT Safety Division's Executive Management and Leadership team includes the following positions:

1. The accountable executive of the HCT Safety Division is the Director of the Urban Development Department, who is ultimately responsible for carrying out the HCT Public Transportation Agency Safety Plan (HCT-PTASP). The specific responsibilities of the Director are described in the HCT Safety Division Position Description Supplement.
2. The Director designates the HCT Safety Division's Chief Safety Officer (CSO). The Chief Safety Officer is the Division Manager of HCT. The CSO reports directly to the Director of the Urban Development Department and is responsible for ensuring and overseeing the day-to-day implementation and operation of HCT's Safety Management System. The specific responsibilities of the CSO are described in the HCT Safety Division Position Description Supplement.
3. The Director designates the HCT Safety Division's Safety Plan Administrator (SPA). The Safety Plan Administrator is the Division Manager of the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO). The SPA reports directly to the Director of the Urban Development Department and is responsible for ensuring the development and delivery of the HCT Public Transportation Safety Plan (HCT-PTASP) for adoption by the City of Hattiesburg. The SPA is also responsible for all HCT-PTASP implementation planning tasks and HCT-PTASP document control. The specific responsibilities of the SPA are described in the HCT Safety Division Position Description Supplement. (see Appendix A)

In addition to the HCT Safety Division Executive Management and Leadership team, the HCT Safety Division is comprised of the following positions:

1. The Safety Division Inspector is designated by the CSO and is responsible for assisting the CSO with the implementation of the HCT-PTASP. The specific responsibilities of the Safety Inspector are described in the HCT Safety Division Position Description Supplement.
2. The Safety Division Coordinator is designated by the SPA and is responsible for creating and delivering reports and documents from the Safety Program to the SPA. The specific responsibilities of the Safety Coordinator are described in the HCT Safety Division Position Description Supplement.

Safety Management Policy Communication and The HCT Safety Handbook

HCT has established organizational accountabilities and responsibilities for its SMS, and the Accountable Executive has issued a written Safety Management Policy (SMP) statement that includes HCT's safety objectives.

The Chief Safety Officer, who leads HCT's SMS activities, ensures the SMP statement is distributed via electronic and hard copy to all employees and contractors. HCT conducts an annual safety meeting to discuss safety issues and considerations. HCT will begin this annual activity by reviewing the SMP statement and management's commitment to the safety of our system.

The Chief Safety Officer also ensures the SMP statement is readily available to all executives, managers, supervisors, administrative and frontline employees, and transit service contractors for additional posting and mail outs. The Chief Safety Officer prepares and disseminates quarterly reports documenting how HCT is meeting the safety objectives set forth in the SMP statement. The results of these reports are documented in the quarterly Safety Meeting minutes.

HCT posts copies of the SMP statement and the quarterly Safety Meeting minutes on the communication board at the HCT operations facility. The SMP statement is distributed during the new hire training and orientation, and policy points are reviewed at least quarterly at Safety Meetings.

In the event that changes occur to the SMP statement during the year, the Chief Safety Officer will redistribute it throughout the agency following the same protocols to ensure it is provided to all employees and contractors.

HCT also communicates organizational accountabilities and responsibilities, described in the HCT-PTSA, in the HCT Position Description Supplement that contains detailed job descriptions of the HCT Safety Division.

In addition, the HCT Safety Handbook is a comprehensive Safety policies and procedures information source that will be created for dissemination to all HCT employees and contractors. The HCT Safety Handbook will include the SMS Statement.

The HCT Employee Safety Reporting Program (ESRP)

HCT employees who work on the frontline are a critical source of safety information. In order to encourage the sharing of safety concerns, HCT will establish an Employee Safety Reporting Program (ESRP).

1. **Voluntary Program**

HCT encourages employees to report any safety concern in good faith to their supervisor or to senior management without fear of discipline, reprisal, or penalty. HCT offers employees several methods for reporting and reporting can be made anonymously.

2. **Protection for Employees and Contractors that report a safety concern**

The person who reports a safety concern will remain confidential and there will be no punitive action taken by HCT for the report. **EXCEPTION:** the protection will not apply to anyone that engages in NON-protected behaviors. NON-protected behaviors may result in discipline up to and possibly including termination.

3. **NON-Protection:** applies to any HCT employee or any Transportation Service Contractor employee that reports their own behavior which has violated the law, endangered themselves or others, or has been an infraction of the policies of the City of Hattiesburg or the HCT Safety Management Policy. Non-Protection also applies to any HCT employee or any Transportation Service Contractor employee that has been the subject of a safety concern report of their behavior that has violated the law, endangered themselves or others, or has been an infraction of the policies of the City of Hattiesburg or the HCT Safety Management Policy.

4. **Methods of Reporting**

- Via comment placed in the Physical Drop Box in the HCT operations facility
- Direct telephone call to the CSO
- Direct email to the CSO
- Report to HCT Dispatch

5. **Receipt of Report-**The CSO receives the report and an ESRP case is created in a confidential log. If requested, a response will be sent to the reporter that an ESRP case has been created. All communication with the reporter will be documented in the ESRP confidential case log.

6. **Follow up-**A follow-up review of the case is conducted to determine if the situation requires immediate action or further investigation.

7. **If hazards are identified in the case, then the hazard will be assessed and recorded on the HCT's Hazard Identification and Risk Assessment Registry. The case will proceed to the Risk Assessment process.**
8. **If employee non-compliance with rules or deficient operation is identified in the case, then the matter will be addressed by management for resolution through the Safety Assurance process.**
9. **The number of ESRP cases will be reported on the quarterly Safety Meeting agenda**
10. **The response to reported safety concerns will be communicated in the quarterly Safety Meeting and through training meetings when doing so does not violate confidentiality.**
11. **Upon adoption of the HCT-PTASP, all future contracts for transit services will be subject to HCT safety standards and ESRP participation.**

Safety Risk Management (SRM)

HCT's Safety Risk Management (SRM) process includes the activities and tools needed to identify and analyze hazards and assess safety risk. HCT uses its SRM process to proactively manage safety hazards and their associated safety risk, with the intent to significantly mitigate the safety risk in the transit system.

Previous systems of safety included an approach of Hazard Management. This approach was focused on preventing system failures and the mishaps associated with the failures. The unforeseen hazards were addressed, however, the new Safety Risk Management (SRM) approach focuses on the routine, ongoing capture and analysis of safety information to address both unforeseen and foreseen hazards by assessing the risk of potential consequences of hazards.

Transit agencies must develop and implement a Safety Risk Management process for all elements of their transit system. (49 CFR B 673.25) HCT's safety risk process has five (5) steps.

1. **Collecting Information**
2. **Assessing Severity**
3. **Assessing Likelihood**
4. **Determining the Safety Risk Index**
5. **Documenting Results**

The results of HCT's SRM process are documented in the Hazard Identification and Risk Assessment Register module of HCT's safety information system and are maintained for a minimum of three (3) years.

1. Key Terms

- Hazard-A hazard is defined as a real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment. This condition may lead to consequences (occurrence or safety event).
- Event-Any accident, incident, or occurrence.
- Risk-The combination of predicted severity and likelihood of the potential effect of a hazard.
- Risk mitigation-Method (s) to eliminate or reduce the effects of hazards.
- Consequence-An effect of a hazard involving injury, illness, death or damage to HCT's property of the environment.

2. Hazard Identification (Collecting Information)

The HCT agency has developed a hazard identification program as an integral part of the SMS.

The hazard identification program includes reactive methods of identification, such as the safety event reporting and incident investigation. However, the program also includes proactive methods of hazard identification through data collection and day-to-day operations analysis. Common sources of hazard identification include:

- Safety Inspections
- Training and evaluation records
- Voluntary ESRP reporting
- Hazard and safety event reporting (with causal factor analysis)
- Operation compliance audits
- Evaluating customer suggestions and complaints
- Action Review after an emergency event
- Fleet Maintenance meetings
- Information from the Transit Asset Management (TAM) assessments
- Information from the National Transportation Safety Board
- Information from the FTA, including safety directives, bulletins, alerts, and technical assistance, as well as regulations and recommended practices
- Reports from HCT's Safety Assurance activities such as
 - 1) Ride checks
 - 2) Workplace observations by management personnel

Common hazards include the categories of functional hazards, electrical hazards, fueling hazards, mechanical hazards, height and fall hazards, roadway and other operating environment hazards, etc.

3. Safety Risk Assessment Part 1 (Assessing Severity)

The CSO, working with the Safety Inspector, will assess the *severity of impact* of the worst possible consequence(s) of the hazard (if one were to occur) while considering existing mitigations for the hazard in question. The CSO will include possible impact to people, systems, equipment, and the environment. The assessment must be credible and follow the criteria in the Safety Risk Severity Table based on MIL-STD 882E (see Appendix B, Table I). This table uses four severity levels:

- Catastrophic
- Critical
- Marginal
- Negligible

4. Safety Risk Assessment Part 2 (Assessing Likelihood)

The CSO, working with the Safety Inspector, will assess the *likelihood* of the worst credible potential consequence (s) of the hazard considering existing mitigations. HCT follows the criteria in the Safety Risk Likelihood table adapted from MIL-STD 882E (see Appendix B, Table II). This table includes six likelihood levels:

- Frequent
- Probable
- Occasional
- Remote
- Improbable
- Eliminated

5. Safety Risk Matrix Tool (Determining the Safety Risk Index)

The CSO, working with the Safety Inspector, will combine the assessed severity and likelihood into a *safety risk index*. HCT uses a Safety Risk Assessment Matrix adapted from MIL-STD 882E that assigns an alphanumeric rating for each potential consequence to prioritize safety risk (see Appendix B, Table III). This step assists HCT's SRM assessor in rating the tolerability of the safety risk as:

- Low-Acceptable without Review
- Medium-Acceptable with Existing Mitigations
- Serious-Acceptable with Monitoring and Management Review (Management Review Required)
- High-Unacceptable; Management Approval Required (Action Required-suspension of services or activities until risk is mitigated)

6. HCT Hazard Identification and Assessment Registry (Documenting Results)

The CSO will enter the identified condition into the Hazard Identification and Risk Assessment Register. The Register will include:

- Hazard
- Hazard type
- Identification source and date
- Hazard's consequences
- Existing mitigations that address the worst credible potential consequence (s)
- Assessments regarding severity and likelihood of the worst credible potential consequence
- Any related or supporting documentation
- Required management reviews and documented

The Safety Division maintains the policies, procedures, checklists, and forms that support safety risk assessment activities. The CSO records the results of the safety risk assessment process in the Hazard Identification and Risk Assessment Register. Completed safety risk assessments and supporting attachments will be periodically reviewed by the Director of the Urban Development Department.

7. Safety Mitigation

Some of the risks posed by HCT's identified hazards may require mitigation. Mitigation is the method (s) to eliminate or reduce the effects of hazards. HCT's safety risk intervention process is to eliminate the hazard if possible. However, mitigation actions may require a more appropriate response. The method of mitigation that is chosen may:

- Reduce the likelihood of the potential consequences of a hazard; and/or
- Reduce the severity of the potential consequences of a hazard.
- Eliminate the potential consequences of a hazard.
- Examples of mitigating actions may include:
 - 1) **Physical Defenses:**
These include objects and technologies that are engineered to discourage, or warn against, or prevent inappropriate action or mitigate the consequences of events (e.g. traffic control devices, fences, safety restraining systems, transit controls/signals, transit monitoring systems, etc.)
 - 2) **Administrative Defenses:**
These include procedures and practices that mitigate the likelihood of accident/incident (e.g. safety regulations, standard operating procedures, personnel proficiency, supervision inspection, training, etc.)
 - 3) **Behavioral Defenses:**
These include behavioral interventions through education and public awareness campaigns aimed at reducing risky and reckless behavior of motorists, passengers and pedestrians; factors outside the control of the agency

HCT will reduce the associated risk to the lowest acceptable level within the constraints of cost, schedule, and performance by applying the design order of precedence specified in MIL-STD 882E:

- Eliminate hazards through design selection;
- Reduce risk through design alteration;
- Incorporate engineered features or devices;
- Provide warning devices; and
- Incorporate signage, procedures, training, and personal protective equipment.

The CSO will develop mitigations, supported by any consultation with subject matter experts. The CSO will approve the safety risk mitigation and prioritize the action based upon the Safety Risk Index rating, and the constraints of cost, schedule, and other factors that impact the overall agency investment to implement the mitigation. Depending on the

nature of the safety risk or mitigation, additional approvals may be required from the Director of the Urban Development Department.

Safety mitigation actions must be entered into the Prioritized Mitigation Log. This log includes a schedule, budget, and the name of the party responsible for implementation. HCT will monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not properly implemented as intended. This activity may include the use of mitigation monitoring plans.

The person that developed the mitigation will be responsible for inputting the mitigation information into the Prioritized Mitigation Log. The CSO will review the status of the mitigations and report any concerns to the Director of the Urban Development Department, including a re-assignment request of an ineffective mitigation method that may require expertise that must be acquired through external consultation services.

The Safety Division will include the information on the development and implementation of safety risk mitigations in the quarterly Safety Meeting agenda.

Safety Assurance

HCT's forward-focused actions for managing safety risk are verified by the ongoing monitoring of the operation system. This continuous evaluation is part of the Safety Assurance module of the SMS.

Safety Assurance is the set of processes within the transit agency's SMS that function to ensure the implementation and effectiveness of safety risk mitigation and that the transit agency meets or exceeds its safety objectives through collection, analysis, and assessment of information.

The execution of the Safety Assurance processes requires a clear understanding of how safety performance will be evaluated and must provide a consistent set of techniques to:

- 1. Monitor the HCT system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance;**
- 2. Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;**
- 3. Conduct investigations of safety events to identify causal factors; and**
- 4. Monitor information reported through any internal safety reporting programs.**

- **Monitoring HCT operations and maintenance procedure**

The CSO and the Safety Inspector of HCT will complete quarterly operations and maintenance review on the results/outcomes of policies and procedures that include:

- 1) Rules compliance activities including training, coaching, or discipline for unsafe acts;
- 2) Inspections of the department's equipment and infrastructure elements;
- 3) Transit Asset Management activities review
- 4) Quality control and quality assurance assessments and reviews in the department, and
- 5) Supervisor observations of activities performed in the department.

A complete itemization of the areas that are to be monitored is documented in the *HCT Operations and Maintenance Monitoring Plan*. The monthly monitoring activities procedures and report forms are also included in the plan.

Compliance monitoring helps agencies determine if employees are carrying out their work as intended and demonstrates whether the procedures have resulted in the intended outcomes.

Monitoring the level of compliance to operation procedures can lead to discovering discrepancies and changes that may reveal underlying weaknesses in procedure, poor training, or other vulnerabilities that may be difficult to identify by other methods. Some examples of the monitoring activities include:

- 1) Safety Audits
- 2) Informal inspections
- 3) Regular review of onboard camera footage to assess drivers and specific incidents
- 4) Safety Surveys
- 5) ESPR case processing
- 6) Review of investigation reports
- 7) Safety review prior to the launch or modification of any facet of service
- 8) Daily data gathering and monitoring of data related to the delivery of service, and
- 9) Regular vehicle inspections and preventative maintenance.

Results of the above processes are compared against recent performance trends quarterly and annually by the CSO to determine where action needs to be taken. The CSO enters any identified non-compliant or ineffective activities, including mitigations, back into the SRM process for reevaluation.

- **Monitoring mitigation activities**

HCT monitors safety risk mitigations each quarter to determine if they may be ineffective, inappropriate, or not implemented as intended. The HCT Safety Division CSO, Safety Inspector, and the Director of the Urban Development Department, along with assigned subject matter experts working with the Safety Division, develop mitigation monitoring plans and track the cases through the Prioritized Mitigation Log. The monitoring mechanisms for evaluating the mitigation cases are established by the CSO and assigned by the CSO for completion. Examples of these monitoring mechanisms are tracking a specific metric on a daily, weekly, or monthly basis; conducting job performance observations; or other activities. The CSO will endeavor to make use of existing HCT processes and activities before assigning new information collection activities.

- 1) The *HCT Mitigation Monitoring Plan* is the standard operating procedure for monitoring mitigations.
- 2) The Director of the Urban Development Department must approve all mitigations deemed no longer necessary or ineffective.
- 3) All mitigations deemed as ineffective must be added as a new Safety Risk assessment item.

- **Safety Event Investigations**

HCT will maintain documented standard operating procedures for conducting investigations of safety events to find causal and contributing factors and review the existing mitigations in place at the time of the event. HCT's *Safety Event Investigation Procedures Manual* contains specific procedures for this activity. Each quarter, Safety Event Investigation Reports are reviewed by the Director of the Urban Development Department.

- 1) Operations and maintenance management are responsible for immediately notifying the Safety Division of any safety event that meets HCT's safety thresholds. The Safety Division notifies the Director of the Urban Development Department of any events that result in fatality, serious injury, or property damage to HCT vehicles or private vehicles that may exceed \$5,000.
- 2) The Safety Division ensures that all safety events are recorded and tracked in an electronic Safety Event Log.
- 3) The Safety Division ensures compliance with reporting thresholds, requirements, and processes defined in the FTA's Safety and Security Policy Manual and with notification thresholds established by the National Transportation Safety Board and the Mississippi Department of Transportation.
- 4) The *Primary Investigation Activities Table* (see Appendix C) describes the fundamental phases of the safety event investigation procedures.

- **Monitoring reports regarding safety concerns**

The CSO and the Director of the Urban Development Department will review the following safety data sources every quarter:

- 1) ESRP cases
- 2) Safety Meeting minutes
- 3) Quality control/Quality assurance assessments
- 4) Inspection Reports/Summaries
- 5) Customer Complaints
- 6) Safety Audit Reports
- 7) Safety Risk Mitigation case information
- 8) External and internal reviews

Safety Performance Measurements

Setting Safety goals and objectives is part of HCT's strategic planning and safety policy creation. Clearly defining safety goals is the first part in creating a safety performance measurement system.

1. Safety goals are general descriptions of desirable long-term impacts. HCT's Safety Goals are:
 - **Vision Zero-prevent fatalities and serious injury to the public and HCT employees and contractors**
 - **Safe Journeys-increase the safety and security of the passengers and the operators of HCT**
 - **Dependable Service-Increase system reliability**
2. Safety objectives or outcomes are more specific statements that define measurable results. HCT's Safety Objectives are:
 - **Zero Fatalities**
 - **Reduce the number of serious injuries**
 - **Reduce the number of safety events**
 - **Increase the system reliability score**
3. Each quarter, HCT's Safety Division will evaluate the progress of the stated Safety Objectives, however, in order to ensure an accurate evaluations HCT must develop ways of ascertaining gains in levels of achievement. In other words, HCT must develop a system of performance measurement.
4. Performance measurement is the regular systematic collection, analysis, and reporting of data that track resources used, work produced, and whether specific outcomes were achieved; it is a tool to quantify and improve performance, and engage and communicate with HCT staff and external stakeholders.
5. The two core functions of performance measurement include monitoring and evaluating progress. Performance can be measured in terms of inputs, outputs, outcomes, and efficiency, among many other criteria.
6. HCT will utilize basic principles of performance measurement:
 - Focus on agency goals
 - Aim for clarity and precision
 - Use a variety of measures

- Use numerical measures
 - Present a hierarchy of measures
 - Use forward-looking measures
 - Integrate information into agency decision-making
 - Practice timely reporting
 - Demonstrate realism of goals and targets
7. System safety data can be collected from a variety of sources:
- Near miss information
 - Accident investigation reports (with causal factor analysis)
 - Internal safety audits
 - Safety Division meeting minutes
 - Injury reports (including occupational injury)
 - Safety event reports
 - System monitoring
 - SRM program information
8. When the data is collected, the CSO will analyze and use this data to develop key safety performance indicators and targets.
9. HCT Safety Performance Targets are based on data delivered to the National Transit Database (NTD), and are as follows:
- **Fatalities**
 - 1) Total number of reportable fatalities
 - 2) Rate of reportable fatalities per total vehicle revenue miles
 - **Injuries**
 - 1) Total number of reportable injuries
 - 2) Rate of reportable injuries per total vehicle revenue miles
 - **Safety Events**
 - 1) Total number of reportable safety events
 - 2) Rate of reportable safety events per total vehicle revenue miles
 - **System Reliability**-Mean distance between major mechanical failures
10. These safety performance metrics are used to create improvement targets for these four measures and for each mode of transit, in order to encourage improvements and monitor the safety performance of delivering transit services.
11. HCT will make its safety performance improvement targets available to applicable state agencies and metropolitan planning organizations (MPOs), and, to the maximum extent practicable, will coordinate with both in the selection of safety performance targets.

Targets will be adopted into local Transportation Improvement Plans (TIP) or TIP amendment.

12. The safety data that is collected from the above sources will be analyzed for potential safety impacts. Identified areas of concern are reported to appropriate personnel in the form of specific project reports, memos, and recommendations from the CSO.
13. Records of the safety system data are maintained for a minimum of three years. Certain information, such as safety certification backup documentation is maintained by HCT. In addition to safety data, HCT's Safety Division Safety Plan Administrator (SPA) maintains data and documentation of activities required by the PTASP.
14. Once the Safety Objectives and metrics have been defined, they can be organized into a *Safety Performance Matrix*. This tool will allow HCT to continuously monitor safety performance and to evaluate the results. HCT will evaluate safety performance and update documentation each quarter.
15. **Safety Performance Indicators (SPI)**-HCT's chosen Safety Targets will be divided into items to track regularly to ascertain the level of success experienced in achieving the Safety Target. These items are the Safety Performance Indicators. For example, the Safety Target of reducing serious injury will receive a Safety Performance Indicator of "reducing serious injuries on vehicles per revenue mile by .02 over the next 12 months".
16. HCT will subsequently use the information from this performance evaluation to:
 - Focus attention on performance gaps and trigger in-depth investigations of what performance problems exist
 - Help make informed resource allocation decisions
 - Identify needs for staff training or technical assistance
 - Help motivate employees to continue making program improvements
 - Support strategic planning efforts by providing baseline information for tracking progress
 - Identify best practices through benchmarking
 - Respond to elected officials and the public's demand for accountability

Safety Promotion

HCT values safety promotion as a critical component of the success of the SMS. The HCT Safety Division works to ensure that the entire organization fully understands its safety policies, procedures, and structure. Moreover, safety promotion involves establishing an organizational and workplace culture that recognizes safety as a core value, that successfully trains employees in safety principles, and that allows opportunities for the open communications of safety issues.

HCT holds all HCT employees and future contractors directly responsible for safety including:

1. Bus vehicle operators
2. Dispatchers
3. Maintenance Technicians
4. Administrative Support Team Members
5. The HCT Safety Division
6. The Chief Safety Officer, and the
7. Director of the Urban Development Department

HCT assigns resources to conduct a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS.

Basic training requirements, including annual refresher training, are documented in the *HCT Safety Training Registry*.

Operations safety-related skill training includes the following:

- New-hire bus vehicle operator classroom and hands-on skill training,
- Bus vehicle operator refresher training,
- Bus vehicle operator retraining (recertification or return to work)
- Classroom and on-the-job training for dispatchers,
- Classroom and on-the-job training for operations supervisors,
- Accident investigation training for operations supervisors.

Vehicle maintenance safety-related skill training includes the following:

- Ongoing vehicle maintenance technician skill training,
- Ongoing skill training for vehicle maintenance supervisors,

- Accident investigation training for vehicle maintenance supervisors, including the *Transportation Safety Institute (TSI) Fundamentals of Bus Collision Investigation* and on-the-job training,
- Ongoing fire prevention training for vehicle maintenance technicians and supervisors
- Ongoing hazardous material training for vehicle maintenance technicians and supervisors,
- Training provided by vendors

HCT Safety Division staff members participate in the Voluntary Bus Safety Training Program that is outlined in the FTA's Public Transportation Safety Certification Program regulation, 49 CFR Part 672. HCT's designated Safety Division personnel will complete the following curricula, in accordance with the Program's specifications:

- SMS awareness (e-learning)
- Safety Assurance (virtual instructor-led)
- SMS Principles of Transit (classroom)
- Transit Safety and Security program managed by TSI:
 - 1) Effectively Managing Transit Emergencies,
 - 2) Transit Bus System Safety, and
 - 3) Fundamentals of Bus Collision Investigation
- Following the conclusion of this training, designated personnel will complete refresher training that includes, at a minimum, one hour of safety oversight training.

HCT also conducts SMS initial and refresher training on basic SMS principles and the mandatory and voluntary ESRP for frontline and supervisory operations and maintenance employees.

HCT will monitor future transit service provider contractors' safety skill training and SMS training, including refresher training, to ensure the contractor is supporting HCT's safety standards and safety management.

Safety Communication

In accordance with HCT's SMP statement, HCT actively encourages the open sharing of information regarding all safety issues throughout the organization. The communication information follows a top-down, agency-wide model of the agency's SMS. The Chief Safety Officer is responsible for reporting on the agency's safety performance to the Director of the Urban Development Department. These reports may include performance relative to the agency's safety performance targets, updates related to mitigation monitoring plans, and unusual events, etc.

The HCT quarterly Safety Meeting for all HCT staff will have a permanent agenda item dedicated to ESRP information, safety performance target progress reports, and SMS policy items training. Minutes from the quarterly meetings will be retained for records.

HCT will also hold monthly bus vehicle operators' monthly meetings. Typically, the information conveyed at these meetings will include Safety performance statistics, lessons learned from recent occurrences, and upcoming events that may impact HCT's service or safety performance. HCT also may request information at these meetings, or conduct surveys, which are recorded in the meeting minutes.

The HCT Safety Coordinator will post safety information, quarterly and monthly minutes, bulletins, and the SMS Policy Statement each month on the HCT operations facility communication board.

As a part of new-hire training, HCT distributes the *HCT Safety Handbook*, which includes the SMS policies, ESRP information and other safety information.

HCT will continue to provide training on these policies and procedures and may schedule group talks on pertinent/urgent safety topics.

HCT employees will be informed about the number of ESRP cases that have been received and new actions or procedures that have been implemented as the result of ESRP reporting. This information will be given at every quarterly Safety Meeting.

Supporting Documentation

HCT and its future contractors will maintain documentation related to its SMS, and the programs, policies, and procedures used to carry out this PTASP, in addition to the results from its SMS processes and activities for three (3) years after creation. This documentation will be available to the Federal Transit Administration or other oversight entities upon request.

Acronyms and Definitions

CFR	-	Code of Federal Regulations
CSO	-	Chief Safety Officer
FTA	-	Federal Transit Administration
MAP-21	-	Moving Ahead for Progress in the 21st Century
NTD	-	National Transit Database
PTASP	-	Public Transportation Agency Safety Plan
SA	-	Safety Assurance
SPA	-	Safety Plan Administrator
SMS	-	Safety Management System
SOP	-	Standard Operating Procedure
SRM	-	Safety Risk Management
TAM	-	Transit Asset Management
U.S.C.	-	United States Code

The following definitions may be used throughout this document, and correspond to the definitions provided in 49 CFR 673.5.

Accident means an “event”, as defined below, that involves any of the following:

1. A loss of life,
2. A report of a serious injury to a person,
3. A collision of public transportation vehicles,
4. A runaway train,
5. An evacuation for life safety reasons, or
6. Any derailment of a rail transit vehicle (any location, any time, any cause).

Accountable Executive means a single, identifiable individual who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan (as defined below) of a public transportation agency; responsibility for carrying out the agency’s Transit Asset Management Plan (as defined below), and control or direction over the human and capital resources needed to develop and maintain both the agency’s Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency’s Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency’s chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Equivalent Authority means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

Event means an “accident”, as defined above, or “incident” or “occurrence” (each as defined below).

FTA means the Federal Transit Administration, an agency within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment (as defined below).

Incident means an “event” (as defined above), that involves any of the following:

1. A personal injury that is not a serious injury,
2. One or more injuries requiring medical transport, or
3. Damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation means the process of determining the causal and contributing factors of an “accident”, “incident”, or “hazard” (each as defined here), for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an “event” (as defined above), without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Performance measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety performance target means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety risk assessment means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management means a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Small public transportation provider means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

Transit agency means an operator of a public transportation system.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Appendices

Appendix A – HCT Safety Division Position Description Supplement

Appendix B – Safety Risk Assessment Tools

Table I -Severity Table

Table II -Likelihood Table

Table III -Risk Assessment Matrix

Appendix C –Primary Investigation Activities Table



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Andrew Ellard, Director
cc: Armendia Esters, Division Manager/MPO
Date: Tuesday, December 7, 2021
Re: Approve the amendment to the Hub City Transit Title VI LEP Plan with changes to the Title VI Coordinator position designation.
File Number: 2021-1372
Minute Book #

Summary

Approve the amendment to the Hub City Transit Title VI LEP Plan with changes to the Title VI Coordinator position designation, on page 18, to the MPO Executive Director or the Chief Administrative Officer.

Recommendation Statement

I recommend the approval of the amendment to the Hub City Transit Title VI LEP Plan with changes to the Title VI Coordinator position designation.

Please place this on the December 7, 2021 City Council meeting for consideration.

Hub City Transit

Title VI & LEP Plan

2020

Prepared for:



By



**Hattiesburg-Petal-Forrest-Lamar
Metropolitan Planning Organization
Hattiesburg City Hall * P.O. Box 1898 *
200 Forrest Street * Hattiesburg, MS 39403-1898**

Notation of Financial Assistance:

This document was prepared and published by the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO), in cooperation with or with financial assistance from the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA), the Federal Highway Administration (FHWA) and the Mississippi Department of Transportation (MDOT). Assistance notwithstanding, the contents of this document do not necessarily reflect the official view or policies of the funding agencies. It was prepared as tasked in the Hattiesburg-Petal-Forrest-Lamar MPO's FY 2020-2023 Unified Planning Work Program Task 6.0.

Non-Discrimination Notification:

The City of Hattiesburg prohibits discrimination in all of its programs, services and activities. Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or other protected status. Persons who require assistance under the Americans with Disabilities Act should contact the MPO at least five (5) business days prior to any scheduled meeting, event or the end of a public review and comment period. Contact Armendia Esters at 601-545-6259 or by email to mpo@hattiesburgms.com with any requests, questions or comments.

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INTRODUCTION

The major goal of the Title VI, LEP and Service Standards Plan is to provide a framework for evaluation of transit services as HCT's markets, customer expectations, and resources change over time. HCT must be responsive to these changes in order to retain current customers and sustain ridership growth. Balancing customer expectations, quality service and budget constraints is a difficult challenge. The HCT's mission is to deliver efficient, accessible and quality transit services that link people, jobs, and communities. The service standards discussed in this Plan lay out a framework for achieving this mission.

Based on FTA Circular C 4702.1B TITLE VI REQUIREMENTS AND GUIDELINES FOR FEDERAL TRANSIT ADMINISTRATION RECIPIENTS including the Appendix C to 49 CFR part 21 referenced therein, which states "No person or group of persons shall be discriminated against with regard to the routing, scheduling, or quality of service of transportation service furnished as a part of the project on the basis of race, color, or national origin. Frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, or national origin", HCT sets and adopts system-wide service standards and service policies to ensure service design and operations practices do not result in discrimination on the basis of race, color, or national origin.

Transit Service Profile

HCT's legislatively authorized operating area consists of the City of Hattiesburg.

Fixed Route Public Transportation

HCT offers routes which provide service in Hattiesburg. Service is also offered during community events. Reasonable walking distance can vary for different areas depending on topography, sense of safety, and other factors along a street and neighborhood. It is generally understood that most people will walk from 5 to 15 minutes (1/4 mile to 1/2 mile) to get to or from a transit station stop. This industry standard is referenced in FHWA's "Pedestrian Safety Guide for Transit Agencies". For purposes of planning and service evaluation, HCT uses a defined service area to identify the area from which most transit users will access the system by foot. The definition of a transit service area is needed to evaluate service by identifying gaps and redundancies in service. Redundancy occurs when the same parcel is served by multiple routes leading to the same destination. Gaps occur in areas where a transit route is not reasonably reachable by foot.

HCT Fixed Route Service Area: 1/4 mile (1320 ft.)

Bicycle Access

Every bus on the fixed route system is equipped to accommodate up to two bicycles on an easy to use front rack. The integration of bicycles and transit enables transit users to access transit reasonably at farther distances.

Of course in order to provide safe access to transit by bike, the community must have a system of roadway suitable for bicycle travel that include adequate signage, paved shoulders, bike lanes and separated paths.

Although the transit service area used by HCT is based on reasonable distances to transit by foot, for planning and evaluation purposes it is worth considering the impacts of a desirable biking distance to access transit. As referenced in Mineta Transportation Institute's "Bicycling Access and Egress to Transit" guide in 2011, most people prefer to ride their bike between 1.2 and 1.9 miles to transit.

HCT Biking Service Area:... 1.5 miles

ADA Paratransit Service

As referenced in 49CFR37.121, since HCT is operating a fixed route system, HCT shall provide Paratransit or other special service to individuals with disabilities that is comparable to the service provided to individuals without disabilities who use the fixed route system. This paratransit service shall provide the service to the ADA paratransit eligible individuals to origins and destinations within 3/4 of a mile of each fixed route. You must make an appointment to ride ADA Paratransit. Service requests are taken Monday - Friday from 8am to 5pm at the HCT offices. Requests can be made up to two weeks in advance. The same eligibility requirements exist for ADA services.

HCT ADA Paratransit Service Area: 3/4 of a mile

Emergency Conditions

Service is offered during Emergency weather conditions and severe Cold Weather conditions. This service is provided to residents of Hattiesburg in partnership with the Forrest County Emergency Management Agency. The service is available to all citizens including seniors, disabled and people with pets, transporting residents to designated emergency shelters. This service is activated when the shelters are opened due to extreme weather conditions. Citizens can contact Forrest County Emergency Management.

HCT offers the following fare structure to the general public:

Fare Classification	Amount
Regular Adult Fare (Single Ride) and Transfers	\$.50
With Medicare Card	\$.25
Senior Citizens (60 and Older)	
With HCT ID Card or	\$.25
Red, White & Blue Medicare Card	
Students	
Public School Student (w/ID)	\$.25
USM Students, Faculty & Staff (w/ID)	FREE
Children	
Children Ages 6 and Under	FREE
Disabled	
Disabled (w/HCT ID)	\$.25
ADA/Paratransit	\$.50

HCT Facilities

Hub City Transit (HCT) operates and maintains two types of facilities that support the transit service which are presented below:

Facility	Type	Description
Hattiesburg Intermodal Facility	Transfer Hub	Parking areas, public restroom
Operations Facility	Administration	Offices and bus maintenance shop

HCT will complete a Title VI equity analysis during the planning stage with regard to where a facility is located or sited to ensure the location is selected without regard to race, color, or national origin. HCT will engage in outreach to persons potentially impacted by the siting of facilities. The Title VI equity analysis must compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site. When evaluating locations of facilities, HCT should give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis should be done at the Census tract or block group where appropriate to ensure that proper perspective is given to localized impacts. If HCT determines that the location of the project will result in a disparate impact on the basis of race, color, or national origin, they may only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race, color, or national origin. HCT will show how both tests are met; it is important to understand that in order to make this showing, the recipient must consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

Planning Documents

Title VI Plan

Hub City Transit (HCT) will undertake a full update to the Title VI Plan every 3 years. This process will include a review and update to general information and services offered, updates with available data for demographic analysis of user populations and groups and review and updates to the agency's system-wide service standards. The process of completing this review and update will follow all procedures and guidelines provided by the Federal Transit Administration, US Department of Transportation. Notice of the full update to the Title VI Plan will be made to the public and will be accompanied by a defined period for review and comment.

Transportation Improvement Plan

The Transportation Improvement Plan (TIP) is the source for identifying the types of transit projects planned for implementation which will be included within the MPO's Transportation Improvement Program (TIP). The TIP is updated every four years in connection with updates to the region's Long Range Transportation Plan (MTP).

The Metropolitan Planning Organization (MPO) will develop a Transportation Improvement Plan (TIP) which is a list of upcoming transportation projects covering a period of at least four years.

The TIP must be developed in cooperation with the Mississippi Department of Transportation (MDOT) and HCT as the City of Hattiesburg urban public transit provider. The TIP should include all regionally significant capital and non-capital projects receiving FHWA or FTA funds.

HCT Planning Document Change Descriptions	
FULL UPDATE	• Required document update
AMENDMENT	• Addition or deletion of a project • Major changes scope • Change in system service standard measure or threshold • Financial changes in a project's programmed amount of federal funds greater than 20% of the original cost
MODIFICATION	• Correcting obvious minor data entry errors • Splitting or combining projects without modifying the original project design, concept and scope or creating project segmentation • Changing or clarifying elements of a project description. This change would not alter the original project design, concept and scope. It also must be consistent with the approved environmental document. • Moving a project from one federal funding category to another federal category • Moving a project from federal funding to state funding • Shifting the schedule of a project or phase within the years covered by the TIP • Updating project cost estimates (within the original project scope and intent) not • to exceed greater than 20% of the original cost estimate • Moving any identified project phase programmed for previous year into a new TIP (rollover provision) • Adding an additional agency to a group • Adding projects with grouped projects within the TIP, provided fiscal constrain is maintained • Removing a project reported as obligated or completed • Redemonstration of fiscal constrain is not required

SYSTEM-WIDE SERVICE STANDARDS & POLICIES

In order to comply with 49 CFR Section 21.5(b) (2) and (7), Appendix C to 49 CFR part 21, HCT has set system-wide service standards used to guard against discriminatory service design or operations decisions.

Vehicle Load

Based upon load factors currently experienced by HCT, a maximum load factor of 1.1 of the seated capacity has been established. During peak periods, if a route exceeds the maximum load factor for a period of one week, additional service or larger equipment will be implemented as soon as possible. The seated capacities for buses currently in service are as follows:

Route Used	Bus Make	Seated Capacity
Route - Blue	GILLIG	26 or 23 plus 1 wheelchair or 20 plus 2 wheelchairs
Route - Blue	FORD	20 or 16 plus 2 wheelchairs
Route - Orange	FORD	20 or 16 plus 2 wheelchairs
Route - Brown	FORD	20 or 16 plus 2 wheelchairs
Route - Purple	GMC	20 or 16 plus 2 wheelchairs
Route - Green	FORD	20 or 16 plus 2 wheelchairs
Route - Red	FORD	20 or 16 plus 2 wheelchairs
Route - Gold	FORD	20 or 16 plus 2 wheelchairs
Route - Gold	FORD	20 or 16 plus 2 wheelchairs

Vehicle Headway

Frequency of service for HCT's fixed routes ranges from 15 minutes to 60 minutes depending on route class, location and ability to navigate local traffic conditions and return to the designated HCT transit centers in Hattiesburg. Headways are capped at 60 minutes for all fixed routes, as it has been HCT's experience that this is the longest time possible to run transit routes in the region, address obstacles created by local vehicular traffic and still accommodate potential passengers with a baseline of service. Each system route must be able to start and finish at one of the existing HCT transit centers within this time or within a multiple of 15 minutes (30, 45, 60 minutes) in order to maximize the ability of passengers on these buses to transfer through the transit center to other routes in the network.

On-Time Performance

Maintaining good on-time performance is very important to HCT's system because of the high percentage of its customers making transfers at transfer points. On-time performance is tracked by performance reports that consider on-time performance to all HCT stops including mid- route stops and HCT hubs. HCT field supervisors also regularly monitor on-time performance and counsels drivers who consistently fail to meet on-time performance standards that are within their control. Discussions with drivers are also used to identify vehicle scheduling and routing issues which are corrected through the annual NTD Report.

Guidelines to help evaluate HCT fixed route on-time performance include:

- 85 percent of bus trips on each route should depart HCT transit centers not more than three minutes late and never early.
- 85 percent of bus trips on each route should arrive at the HCT transit centers not more than five minutes late.
- 85 percent of bus trips on each route should reach each mid-route scheduled time point not more than five minutes late.

Service Availability

The current fixed route transit system services are offered primarily within the City of Hattiesburg. As funding becomes available or opportunities to shuffle services come about, priority should be given to provide service areas of dense population currently not serviced by fixed route transit. Factors which influence the assignment of route location include the availability of local funding, the route miles and number of anticipated stops and layovers, areas of dense population, as well as the presence of potential trip demand generators either for employment or receipt of services.

Direct Travel

HCT bus routes are designed to operate as directly as possible, using major arterial streets. Route deviations bring service closer to a trip generator, reducing walk access travel time for customers to/from the generator, which makes the route desirable to new customers. The deviation, however, imposes a burden on customers who are not boarding from the generator. When making the decision to deviate from the route to service a generator, the number of new customers that should be expected must be weighed against the potential losses to travel time and on-time performance of the existing route.

Underperforming Routes

Productive fixed route service is very important to HCT. It is recommended that all HCT routes operate above a minimum productivity threshold. This threshold is used to identify routes that are underperforming as well as being instrumental in evaluating new routes. In the case of existing services, the standards are used to identify any underperforming routes that fall below the minimum productivity thresholds. These routes maybe subject route reconfiguration or elimination. The ultimate alternative for existing underperforming routes is the reinvestment of those resources into stronger transit markets. The standards are also used as a basis for any recommendations for new service.

Bus Stop Spacing

There is an important balance to be found when determining the distance between stops. More closely spaced stops provide customers with more convenient access with a shorter walk to the nearest bus stop.

However, the more stops result in a longer ride for customers if demand for boarding and alighting is more often because of the number of times it takes the bus to decelerate, come to a complete stop and then accelerate and re-enter traffic. To maintain operating speeds, HCT bus stops should normally not be placed closer than ¼ mile (1320 feet) apart and no further than ½ mile (2640 feet) apart. Population densities of 2500 persons per square mile or more are used to indicate areas where spacing should be ¼ mile. Employment and other high use transit generators also influence the general distribution and precise placement of bus stops.

Bus Stop Location

Far-side bus stops are preferable wherever reasonable. A bus stop placed after an intersection allows the bus to go through the intersection before stopping for passenger boarding and alighting. This allows the bus to reenter traffic in gaps created by traffic signals at the intersection. Bus stops located on the far side of intersections encourage pedestrians to cross behind the bus, which improves safety. HCT's policy is when a far-side stop is used, there must be 50 to 60 feet between the rear of the bus and the corner of the intersection measured from a point where the curb or edge of pavement line for the intersecting roadways meet.

Near-side bus stops are located before an intersection. The benefit of these stops is that passengers can load and unload during a red light however, the dwell time for boarding and alighting may result in the bus sitting through an extra light cycle which has an impact on the route's travel time. Near-side stops also have a conflict with right turning traffic, which should be considered. HCT's policy is when providing for a nearside stop, it is preferred to maintain 50 to 60 feet between the front of the bus and the corner of the intersection measured from a point where the curb or edge of pavement line for the intersecting roadways meet.

In addition, variations may be applied to locating stops on state highways because bus stops cannot be located on a state highway unless a turning lane or other pull over lane is available. Variations can also be made when it is determined that such are in the best interest of pedestrian safety.

Distribution of Transit Amenities

Transit amenities refer to items of comfort and convenience available to the general riding public. They are distributed on a system-wide basis. These items include, but are not limited to, benches, shelters, route maps, timetables, and trash receptacles along bus routes as well as transit centers. The location of transit amenities is determined by factors such as ridership, access to right-of-way, individual requests, and staff recommendations. Transit centers facilities are used at route termini and transfer point locations. These facilities provide added comfort for passengers seeking to access the transit system.

Vehicle Assignment

HCT bases its vehicle assignments on a combination of passenger volume and operating environment. All transit bus class vehicles operating in fixed route service are lift equipped, air conditioned and have padded seats (vinyl or cloth). Each vehicle carries stations for wheelchair passengers. Some include jump seats which can convert these areas to additional seating areas for passengers. All have grab bars to accommodate standees.

Fixed Route Vehicle Assignment

GILLIG low floor buses, are used on routes with a higher passenger volume operating in areas considered more urban and densely developed. Smaller buses are used on routes with less demand and/or where the street network is more complex.

Deviations in these assignments may be made in response to changes in vehicle load patterns or under emergency conditions/situations.

GILLIG	Route - Blue
Ford	Route - Blue
Ford	Route - Orange
Ford	Route - Brown
Ford	Route - Gold
Ford	Route - Green
Ford	Route - Red
GMC	Route - Purple

SERVICE REVIEW PLAN

The Service Review Plan, which takes place annually, provides for a general evaluation of all transit services considering changes in the local environment (funding, population, development). The Plan identifies new transit services or significant changes to existing services for the following year.

The Plan identifies changes that are designed to achieve specific service goals and opportunities for service expansion and improvement. The Service Review Plan provides a process with which to measure and evaluate system performance on a year-to-year basis. When planning for transit service expansion or reduction, an evaluation process should be followed to determine if service reduction or expansion is warranted. The evaluation process guidelines considered will include but are not limited to:

- Local funding availability from the entity where the service is located
- Service or portion of the service is not performing to an acceptable ridership level
- Unserved areas which are identified as transit-supportive based on population density
- New or unserved trip generators including employment centers, shopping, educational facilities, medical institutions, government/community facilities and tourist attractions
- Travel time adjustments to improve failing on-time performance
- Consider opportunities for headway reduction
- Consider impacts on those areas served created by a reduction or loss of service
- Consider the role the route may play in connecting to the larger transit network. Important transfer points and mobility routes should be given additional review
- Consider existing duplication in services from the overlap of service areas from two or more routes

HCT will make all attempts to reduce the negative impacts on transit-reliant customers and will only implement the service change if they can demonstrate substantial justification for the proposed service change and show there are no feasible alternatives that would have less impact on riders but would also still accomplish their goals.

Route Changes

Anytime route changes or adjustments are proposed, HCT performs an analysis to determine the impacts that would result from changes. HCT wants to evaluate and consider impacts to minority customers, low-income customers and overall ridership. As written in FTA Circular 4702.1B, the requirement to formally evaluate service and fare changes applies to fixed route providers with 50+ vehicles. HCT does not meet that criteria. However, HCT is still responsible for complying with the DOT Title VI regulations which prohibit disparate impact discrimination. Though low-income populations are not a protected class under Title VI, HCT recognizes the inherent overlap of environmental justice principles in this area, and because it is important to evaluate the impacts of service and fare changes on passengers who are transit-dependent, FTA requires transit providers to evaluate proposed service and fare changes to determine whether low-income populations will bear a disproportionate burden of the proposed changes.

Type of Change

HCT shall analyze adverse effects related to changes in transit service. The adverse effect is measured by the change between the existing and proposed service levels that would be deemed significant. HCT shall consider the degree of adverse effects, and analyze those effects, when planning their service changes. A service change will be presented as a numerical standard, such as a change that affects “x” percent of the service area of the route or “x” percent of the revenue miles. HCT will begin by determining if the proposed service change is considered “major” or “minor” based on the table below. This will dictate the level of public involvement and outreach that will be required to implement the changes as indicated on the table below.

MAJOR CHANGE	• Adding a new service route (25% or greater) • Revenue route miles reduction to a route (25% or greater) • Service area reduction to a route (25% or greater) • Span of service changes to a route (25% or greater) • All system fare increases • System wide changes to process and/or standards • Route elimination • All headway changes
MINOR CHANGE	• Revenue route miles reduction to a route (less than 25%) • Service area reduction to a route (less than 25%) • Span of service changes to a route (less than 25%) • Administrative changes to service standards • Load factor changes • Vehicle type change

**Temporary addition of service or demonstration projects that last less than 12 months are exempt from these requirements.*

Customer Impact Analysis

HCT will define and analyze adverse effects related to changes in transit service to all types of changes. Changes in service that have an adverse effect on overall ridership, a disparate impact to minority populations or a disproportionate burden on low-income populations from reductions in service will be considered. Elimination of a route or reduction of revenue miles will generally have a greater adverse impact than a change in headways. Additions to service may also result in disparate impacts, especially if they come at the expense of reductions in service on other routes. HCT shall consider the degree of adverse effects, and analyze those effects, when planning their service changes. The typical measure to determine the customer impact is an analysis of the persons who are likely to be adversely affected by the change and the proportion of persons in protected classes who are likely to be adversely affected. There are two comparison methods described below.

- Census block data. HCT will analyze the cumulative impacts of each type of service change on minority populations and low-income populations in its service area. The analysis is based on block-level Census demographic data and therefore does not represent ridership directly. The affected population is the Census blocks within the route's one-quarter mile service area. HCT's ultimate determination of disparate impact on minority riders or disproportionate burden on low-income riders would depend on analyzing the ridership data along the affected route.
- Ridership data. HCT collects ridership data that when incorporated into GIS maps shows number of bus boardings for each stop location. Using this data HCT can foresee the impact to a stop from proposed service changes. This data is used to evaluate impacts to HCT's overall ridership as well as impacts to stops in minority or low-income areas.

PUBLIC PARTICIPATION

Public participation is a critical component of the transportation planning process. HCT uses a documented participation plan that defines a process for providing citizens, affected public agencies, private providers of transportation, representatives of users of public transportation, vulnerable populations, and other interested parties with reasonable opportunities to be involved in the planning process.

The Hub City Transit (HCT) closely follows the public participation plan used by (HPFL), the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization. HCT works in partnership with the MPO staff to meet all public engagement and outreach requirements. HCT refers to the MPO's Public Participation Plan (PPP) for specific engagement strategies.

Policy Committee

The HCT will present information and/or changes to operations or service to the Policy Committee of HPFL.

Public Review Period

A notice will be published announcing a public comment period related to any proposed major service changes which will contain a summary of information and/or proposed changes to operations or service for review and comment. Notice of the review period, as well as the locations where information will be made available for public review will be placed in local newspapers, the HCT's website, the MPO's website, HCT transit facilities and in all HCT transit vehicles.

Comments received as a result of the notice will be accepted by mail, email, or in the MPO office until the end of the review period.

Concurrent with the notice of public review is notification of the same to key stakeholder groups and agencies located in the HCT service area, as well as the Mississippi Department of Transportation's Public Transit Division and the Federal Transit Administration Region IV office in Atlanta, GA. This notice includes a description of the purpose, summary of information for review and comment, review locations and methods for submitting comments.

Public Meetings

In order to provide meaningful opportunities for members of the community to participate in the transit planning process, HCT hosts public meetings to share information and to gather public feedback on proposals. As required, concurrent with the notice of public review is notification of public meetings hosted by HCT staff. These are formal meetings that are specifically used as an outreach effort to present to the public a summary of information and/or changes to operations or service for comment. Notice of the public meetings will be placed in local newspaper, HCT's website, the MPO's website, HCT transit facilities, HCT transit vehicles and in any community requiring targeted outreach.

Informational Meetings

As needed, HCT will host informational meetings to provide customers with material about HCT service. These meetings are informal, with the purpose of informing HCT customers and other interested parties of system changes, upgrades, new services, document modifications, etc. These meetings will be advertised in HCT transit facilities and in all HCT transit vehicles.

Targeted Outreach

In order to seek out and consider the needs and input of those traditionally underserved by existing transportation systems, such as minority, low-income and LEP persons, who may face challenges accessing employment and other services, targeted outreach is used as needed.

Targeted outreach is triggered when, through staff analysis, one or more of the affected low-income, minority or LEP areas will be directly impacted by a proposed change or update.

Specific targeted outreach efforts will vary. Strategies to be implemented will be determined on a case-by-case basis, as every community is unique and the most effective method(s) of outreach will vary widely. Some examples of targeted effort include partnering with a local elected official or faith-based organization to inform the community about the proposed action, it could mean that an additional public meeting will be scheduled and held within that immediate community, it may require setting up a table at an event, building or in a city center to talk with people in the community, door-to-door surveys could be conducted and fliers and notices in appropriate languages may be posted broadly within the affected area. Typically a combination of several strategies will be employed to ensure meaningful access and participation opportunities are being provided.

As needed, other vulnerable populations may also receive some targeted outreach. Although not automatically initiated as part of the Customer Impact Analysis, other groups like the disabled, elderly and young, may be greatly affected by a proposed action, whether positive or negative. As HCT becomes aware of this potential impact, they'll develop an outreach strategy to specifically engage those additional individuals in the planning process.

Public Comment Report

All of the public comments gathered as a result of outreach efforts are compiled into a summary report. HCT and MPO staff will consider all public comments and provide necessary responses to comments, and alternate actions or changes as a result of public comments will be documented. Copies of all comments received will be considered and presented to the Policy Committee for review.

Transit System Changes Public Review	
MAJOR CHANGE	• Policy Committee review • 30-day public comment period • Public meeting • Targeted outreach to affected low-income, minority and LEP areas as changes warrant • Targeted outreach to other vulnerable populations as changes warrant • Customer Impact Analysis
MINOR CHANGE	• Policy Committee review • Informational meeting • Customer Impact Analysis
Planning Documents Public Review	
FULL UPDATE	• Policy Committee approval • 30-day public comment period • Public meeting/open-house • Public comment report • Public meeting notice on the agency's website concurrent with newspaper notices
AMENDMENTS	• 10-day comment period • Review period notice on the agency's website concurrent with newspaper notices
MODIFICATIONS	• None

Recent Route Changes and Outreach Efforts

The following route changes and outreach efforts were performed since HCT's last Title VI Plan Update in 2016.

Hattiesburg, Mississippi - The City of Hattiesburg held three public hearing regarding additional Hub City Transit routes. The hearings served as a forum for public comment and review of a new Route to connect areas in the vicinity of the University of Southern Mississippi to the city's existing Network of transit routes and other route updates to be independent at the same time.

The public hearings were scheduled for Tuesday, November 14, 2017, at 6 p.m. on the campus of Southern Mississippi at the Liberal Art Building; Tuesday, November 28, 2017, at 6 p.m. on the campus of Southern Mississippi at the Thad Cochran Center; and Wednesday, November 29 at 6 p.m. at Brewsky's

"The prior administration and council did a great job of connecting more neighborhoods to the Hub City Transit network," said Mayor Toby Barker. "This new route will help us continue that momentum by truly Connecting Southern Mississippi to the City Of Hattiesburg. These public forums will allow us to gather Feedback over the proposed route and make changes that will benefit all moving forward."

TITLE VI COMPLAINTS

HCT is required to provide a specified procedure for acceptance of Title VI complaints related to providing programs, services, and benefits. The complaint process, procedure and complaint form are presented in this section. Electronic copies are available on the HCT website www.hattiesburg.com/hct. The complaint process and contact information is included in HCT's Rider's Guides and posted on the HCT website, HCT facilities and main office.

Past Title VI complaints

None

Title VI Statement of Policy

Hub City Transit (HCT), a federal grant recipient, is required by the Federal Transit Administration

(FTA) to conform with Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States, shall, on the grounds of race,

color or national origin, be excluded from, be denied the benefits of, or be subjected to discrimination, under any program or activity receiving federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low income populations. Presidential Executive Order 13166 addresses services to those individuals with Limited English proficiency. The rights of women, the elderly and the disabled are protected under related statutes. These Presidential Executive Orders and the related statutes fall under the umbrella of Title VI.

HCT is committed to enforcing the provisions of Title VI and protecting the rights and opportunities of all persons associated with HCT or affected by its programs. This commitment includes vigorously enforcing all applicable laws and regulations that affect HCT and those organizations both public and private, which participate and benefit through HCT's programs. HCT will take positive and realistic affirmative steps to ensure that all persons and/or firms wishing to participate in its programs are given an equal and equitable chance to participate. All sub-recipients and contractors are required to prevent discrimination and ensure nondiscrimination in all of their programs, activities and services.

MPO's Executive is responsible for providing leadership, direction and policy to ensure compliance with Title VI of the 1964 Civil Rights Act. In the absence of the MPO Executive Director or an Interim MPO Executive Director, the Chief Administrative Office will act as the Title VI Coordinator. Any person(s) or firm(s) who feels that they have been discriminated against are encouraged to report such violations to:

City of Hattiesburg
MPO Executive Director
200 Forrest Street
Hattiesburg, MS 39401

Title VI Complaint Procedures

This procedure outlines the Title VI complaint procedures related to providing programs, services, and benefits. It does not deny the complainant the right to file formal complaints with the Secretary of the US Department of Transportation, Equal Employment Opportunity Commission (EEOC), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or to seek private counsel for complaints alleging discrimination, intimidation, or retaliation of any kind that is prohibited by law.

1. Any person who believes that they have been subjected to discrimination may file a written complaint with Hub City Transit (HCT). Complaints should be filed within 180 calendar days of the alleged incident.
2. The complainant may download the complaint form from the HCT website www.hattiesburg.com/hct) or request the complaint form from the Executive Director. The complainant may also submit a written statement that contains all of the information identified in Section 3 a through f
3. The complaint will include the following information:
 - a. Name, address, and telephone number of the complainant.
 - b. The basis of the complaint i.e., race, color, national origin, sex, elderly or disabled.
 - c. The date or dates on which the alleged discriminatory event or events occurred.
 - d. The nature of the incident that led the complainant to feel discrimination was a factor.
 - e. Names, addresses, and telephone numbers of persons who may have knowledge of the event.
 - f. Other agencies or courts where complaint may have been filed and a contact name.
 - g. Complainant's signature and date.
 - h. If the complainant is unable to write a complaint, MPO staff will assist the complainant.
 - i. The complaint may be sent to the following address:
MPO DIVISION, P.O. Box 1898, 200 Forrest Street, Hattiesburg, MS 39403
Phone: 601-545-6259
 - j. The complaint may be sent via email to: mpo@hattiesburgms.com.

4. The complainant also has the right to file a Title VI claim with the US Department of Transportation, Federal Transit Administration, Office of Civil Rights, Region IV. 230 Peachtree, NW, Suite 800, Atlanta, GA 30303, within the 180 day timeframe.
5. MPO will begin an investigation within fifteen (15) working days of receipt of a complaint.
6. MPO will contact the complainant in writing no later than thirty (30) working days after receipt of complaint for additional information, if needed to investigate the complaint. If the complainant fails to provide the requested information in a timely basis, HCT may administratively close the complaint.
7. MPO will use its best effort to complete the investigation of Title VI complaints within ninety (90) days of receipt of the complaint. A written investigation report will be prepared by the investigator. The report shall include a summary description of the incident, findings, and recommendation(s) for disposition.

TITLE VI Complaint Form – Hub City Transit

Individuals who believe they have been denied the benefits of, excluded from participation in, or subject to discrimination on the grounds of race, color, or national origin by a recipient of Federal Transit Administration (FTA) funding can file an administrative complaint under Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 states “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance”.

This protection and same opportunity to file a complaint extends to the public through Executive Order 12898, “Federal Actions To Address Environmental Justice in Minority Populations and Low Income Populations,” and the Department of Transportation’s Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries.

Individuals may file a complaint by completing and submitting the following Title VI complaint form. Assistance is available upon request. Complaints must be signed and include contact information and should be sent via mail to: MPO Division, P.O. Box 1898, Hattiesburg, MS 39403 or delivered in person to: MPO Division, 200 Forrest St., Hattiesburg, MS, 39401. Alternatively, it can be emailed to mpo@hattiesburgms.com.

1. Complainant’s Name: _____

2. Address: _____

3. City: _____ State: _____ Zip: _____

4. Telephone No. (Home): _____ Cell: _____ Business: _____

5. Email Address: _____

6. TDD/Other: ☐ Large Print ☐ TDD
 ☐ Audio Tape ☐ Other

7. Are you filing this complaint on your own behalf? *(check the appropriate box)*

[] Yes *(go to question 9)* [] No *(go to question 8)*

8. If No, please give us the following information on the person discriminated against:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email Address: _____

Relationship to Complainant: _____

Why filing for a third party? _____

Please confirm you have permission to file complaint: [] Yes [] No

9. I believe the discrimination I experienced was based on (check all that apply):

- ☐ Race
☐ Color
☐ National Origin

10. What date did the alleged discrimination take place? (month, day, year) : _____

11. In your own words, describe the alleged discrimination. Explain what happened and who was involved. Include name and contact information of the person(s) who discriminated against you (if known) or any witness information. Please attach additional sheets of paper if more space is required.

12. Have you previously filed a Title VI complaint with this agency? [] Yes [] No

13. Have you filed this complaint with any other federal, state or local agency, or with any federal or state court? (check appropriate box) [] Yes [] No

If answer is yes, check each box that applies:

☐
☐
☐

Federal Agency

Federal Court

State Agency

☐
☐
☐

Local Agency (Other than Hub City Transit)

State Court

Other: _____

Please provide contact person information for the agency or court you also filed the complaint with (attach more sheets if necessary):

Name/agency: _____

Contact person: _____

Title: _____ Telephone No.: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Date Complaint Filed: _____

14. Name of agency complaint is against: _____

Contact person: _____

Title: _____ Telephone No.: _____

You may attach any written materials or other information that you think is relevant to your complaint. Signature and date required below.

Signature: _____ Date: _____

(Note: We cannot accept your complaint without a signature)

Submit form in person to:

MPO Division
200 Forrest Street
Hattiesburg, MS 39401

Submit form by mail to:

MPO Division
P.O. Box 1898
Hattiesburg, MS 39403

Submit form by email to:

mpo@hattiesburgms.com

Formulario de quejas según el Título VI– Hub City Transit

Los individuos que crean que un beneficiario de un financiamiento de la Administración Federal de Transporte les ha negado beneficios, les ha impedido participar, o los ha discriminado sobre la base de la raza, el color o el origen nacional pueden presentar una denuncia administrativa de acuerdo con el título VI de la Ley de Derechos Civiles de 1964. El título VI de la Ley de Derechos Civiles de 1964 establece que "a ninguna persona de los Estados Unidos se le impedirá participar, se le negarán beneficios o se le discriminará sobre la base de la raza, el color o el origen nacional de acuerdo con ningún programa o actividad que esté recibiendo asistencia federal".

Esta protección y la misma oportunidad de presentar una denuncia se extienden al público a través del decreto 12898 titulado "Medidas federales para abordar la justicia ambiental en las poblaciones minoritarias y de bajos ingresos" y la guía del Departamento de Transporte para los receptores de servicios lingüísticos especiales para los beneficiarios con un dominio limitado del inglés.

Los individuos pueden presentar una denuncia llenando y enviando el siguiente formulario de denuncia del título VI. Está disponible la asistencia previa solicitud. Las denuncias deben estar firmadas e incluir la información de contacto, y se deben enviar por correo a MPO Division, PO Box 1898, Hattiesburg, MS 39403 o entregar en persona en MPO Division, 200 Forrest St., Hattiesburg, MS, 39401. Alternativamente, el mismo se puede enviar por correo electrónico a mpo@hattiesburgms.com.

1. Nombre del denunciante: _____

2. Dirección: _____

3. Ciudad: _____ Estado: _____ Código postal: _____

4. No. de teléfono (particular): _____ Celular: _____ Teléfono del trabajo: _____

5. Dirección de correo electrónico: _____

6. TDD/Otro: ☐ Letra grande ☐ TDD
☐ Cinta de audio ☐ Otro

7. ¿Está presentando usted esta denuncia en su propio nombre (*marque la casilla correspondiente*)?

[] Sí (Vaya a la pregunta 9) [] No (Vaya a la pregunta 8)

8. En caso negativo, por favor, denos la siguiente información sobre la persona discriminada:

Nombre: _____

Dirección: _____

Ciudad: _____ Estado: _____ Código postal: _____

Teléfono: _____ Dirección de correo electrónico: _____

Relación con el denunciante: _____

¿Por qué está presentando la denuncia en nombre de un tercero? _____

Por favor, confirme que usted tiene permiso para presentar la denuncia: [] Sí [] No

9. Creo que la discriminación que experimenté se basó en (marque todo lo que corresponda):

- ☐ La raza
☐ El color
☐ La nacionalidad

10. ¿En qué fecha tuvo lugar la supuesta discriminación (mes día año)? : _____

11. Describa la supuesta discriminación en sus propias palabras. Explique lo que sucedió y quiénes estuvieron involucrados. Incluya el nombre y la información de contacto de las personas que lo discriminaron (si se conocen), o cualquier información de un testigo. Por favor, adjunte hojas adicionales de papel si se requiere más espacio.

12. ¿Ha presentado anteriormente una queja según el Título VI con esta agencia? [] Sí [] No

13. ¿Ha presentado esta queja ante cualquier otra agencia federal, estatal o local, o ante alguna corte federal o estatal? *(marque la casilla correspondiente)*? [] Sí [] No

Si la respuesta es afirmativa, marque cada casilla que corresponda:

☐	Agencia Federal	☐	Agencia Local (Otro que Hub City Transit)
☐	Corte Federal	☐	Agencia del Estado
☐	Corte Estatal	☐	Otro: _____

Por favor, proporcione la información de la persona de contacto de la agencia o el tribunal al que también haya presentado la denuncia (adjunte más hojas si es necesario):

Nombre/Agencia: _____

Persona de contacto: _____

Cargo: _____ Teléfono: _____

Dirección: _____

Ciudad: _____ Estado: _____ Código postal: _____

Fecha de presentación de la denuncia: _____

14. Nombre de la agencia contra la que se presenta la queja: _____

Persona de contacto: _____

Cargo: _____ Teléfono: _____

Usted puede adjuntar cualquier material escrito u otra información que piense que es pertinente para su denuncia. Se requieren la firma y fecha abajo.

Firma: _____ **Fecha:** _____

(Nota: No podemos aceptar su denuncia sin una firma)

Presente el formulario en persona
en la siguiente dirección:

MPO Division
200 Forrest Street
Hattiesburg, MS 39401

Envíe el formulario por correo
postal a la siguiente dirección:

MPO Division
P.O. Box 1898
Hattiesburg, MS 39403

Envíe el formulario por correo
electrónico a la siguiente dirección:

mpo@hattiesburgms.com

LIMITED ENGLISH PROFICIENCY PLAN

This document complies with the requirements of Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP). It incorporates implementation guidance published through the Federal Transit Administration and the U.S. Department of Transportation. The goal of this plan is to identify actions which will be taken to reduce language barriers for LEP individuals in Hattiesburg, MS who seek to utilize services provided by Hub City Transit (HCT). To achieve this goal, HCT will undertake reasonable steps required to ensure meaningful access by LEP persons interested in participating in the agency’s programs, services and activities. HCT will ensure that language will not prevent staff from effectively providing information and responding to inquiries made by LEP individuals. In turn, LEP individuals will not be prohibited from accessing program information, understanding rules and operational changes, participating in proceedings and any other agency activity.

Legal basis for language assistance requirements

Title VI of the Civil Rights Act of 1964 states that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance.” The Supreme Court, in *Lau v. Nichols*, 414 U.S. 563 (1974), held that this requirement prohibits conduct that has a disproportionate effect on LEP persons because such conduct constitutes national origin discrimination.

Executive Order 13166 states that recipients must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. U.S. DOT published guidance for its recipients on December 14, 2005, which clarified that their recipients are required to take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are LEP.

Who are the Limited English Proficient (LEP)?

LEP individuals do not speak English as their primary language and have a limited ability to read, write, speak, or understand English. Many LEP persons are in the process of learning English and may read, write, speak, and/or understand some English, but not proficiently. LEP status may be context specific – an individual may have sufficient English language skills to communicate basic information (name, address etc.) but may not have sufficient skills to communicate detailed information (e.g., medical information, eyewitness accounts, information elicited in an interrogation, etc.) in English.

Four Factor Analysis

In order to ensure meaningful access to programs and activities, HCT uses the information obtained in the Four Factor Analysis to determine the specific language services that are appropriate to provide. A careful analysis can help a recipient determine if it communicates effectively with LEP persons and will inform language access planning. The Four Factor Analysis is an individualized assessment that balances the following four factors:

Factor #1 Assessing the number and proportion of LEP persons served or encountered in the eligible service population

US Census Bureau data for Hub City Transit (HCT) service area has been obtained for the year 2010 to complete this analysis. 2010 census data summary for the City of Hattiesburg Spanish LEP populations.

County	Spanish speakers with low or no English Proficiency
City of Hattiesburg	1561

This data suggests that there is likely population of LEP individuals that may benefit from HCT services and languages-specific outreach.

Factor #2: Assessing the frequency with which LEP individuals come into contact with the program, activity, or service

HCT drivers noticed an increase in individuals using transit who appeared not to speak or understand English. Some of this increase is attributed to a rise in migrant labor that came to work on recovery and reconstruction projects following Hurricane Katrina and elected to stay in the region permanently.

In 2006, HCT implemented a program of providing Spanish-language materials (schedules, flyers, fare information and public announcements) to address the growing number of Spanish-speaking riders in the system. The 2010 census data confirms a 20% increase in the Spanish population across the Urbanized Area.

As part of the ongoing Title VI Demographic review of the system, on-board passenger surveys are conducted to monitor passenger characteristics and demographics. The results of these surveys include information on the number of riders who speak or understand English “not well” or “not at all”. Survey results consistently indicate that 97% of respondents identify English as their primary language. Of those indicating another language, the majority identified Spanish as their primary language.

Factor #3: Assessing the nature and importance of the program, activity, or service provided by the program

HCT provides general public transportation to individuals who have no or very limited English skills on a daily basis. Some of these individuals, based upon HCT staff comments and observations, have a limited knowledge of English or travel with individuals who possess the necessary skills to communicate with the bus driver.

Recognizing an increase in the Spanish speaking, HCT has taken steps to accommodate LEP individuals in the HCT service area. These steps are outlined in the following Section.

Factor #4: Assessing the resources available to the recipient and costs

Without a dedicated local source of match for FTA funds, local funding comes from a combination of local government appropriations and fare revenues.

As such, the amount of local funding for operations will vary from year-to-year based upon passenger volume and competing local demands of other community service providers.

HCT has taken several steps to enhance its ability to communicate effectively with LEP individuals and provide the necessary language and translation services to those who require assistance. This includes the provision of schedules, notices and forms in Spanish and English. Translation services are made available, upon request, prior to all public hearings.

Language Assistance Plan

HCT uses results of the four factor analyses to determine which language assistance services are appropriate.

Language Assistance Measures

HCT uses a variety of methods to provide support for those who may require language assistance in order to fully participate in offered services, programs and activities including:

- Provision of Spanish-language materials for all HCT route schedule announcements posted on vehicles and in transit facilities.
- Update to the HCT Riders Guide continue to include English and Spanish-language schedules for the general public.
- Title VI Complaint forms and notices included in this plan are translated to Spanish.
- Publishing public notices and engagement materials in both Spanish and English.
- LEP targeted outreach is conducted as needed
- Coordination of interpreters for meetings and other events.

HCT also makes available its management and operations staff to meet with groups to discuss options available within its service area and individual communities. These sessions include orientation to routes and help understanding schedules and existing services. Requests to have such meetings or events can be made by the community to the Executive Director's office.

Training Staff

HCT staff is instructed to direct LEP persons to the designated Spanish language specialists on HCT's permanent staff. Phone calls which come into the HCT offices from LEP persons are connected to these individuals. If HCT personnel (drivers or staff) encounter an individual on route that is LEP, they place this individual in radio contact with the appropriate HCT staff for translation.

Providing Notice to LEP Persons

HCT makes available all public notices regarding changes and updates in services provided in English and Spanish language through the following outlets:

- HCT Administrative Offices, 1001 S Tipton Street, Hattiesburg, MS.
- Posting on all HCT fixed route and demand-response buses for a period of at-least 30 days concurrently with all advertised changes.

The following service-related items are made available at no cost to the LEP population:

- Provision of Spanish-language materials for all HCT route schedule announcements posted on vehicles and in transit facilities.
- Update to the general schedule books continue to include English and Spanish-language schedules for the general public.
- All announced changes in HCT services in response to natural disaster or general public emergency, are made in English and Spanish. (Translation/production of notices in response to emergencies will be produced as timely as possible.)

Monitoring and Updating the LEP Plan

This plan will be reviewed and re-evaluated every three years as part of the Title VI Plan update process required by FTA. The review will determine if changes in the LEP population within the HCT service area require an update to currently used measures to provide information and communication. At a minimum, this review will follow the identified Title VI program schedule for service expansion/retraction. Consideration will be given to the following:

- Level of current LEP populations in the HCT service area;
- Frequency of LEP population encounters, based upon HCT surveys and staff reports;
- Requests for translation and second language information to HCT staff;
- Review of contact with community agencies and others representing LEP persons and requests made for transit information and services;
- Participation of LEP groups (or their representatives) at public meetings or hearings regarding changes in service;
- Whether the materials provided and methods used are meeting the needs of the LEP population.

The following items, at a minimum, will be assessed using the checklist provided below

Monitoring Checklist, LEP Populations in HCT Service Area	
<u>Transit Centers</u> – locations on the HCT system where transfers would occur between 2 or more HCT Fixed-routes or from HCT Demand-Response services to Fixed-Route	Have translated instructions on how to make fare payments been made available?
	Have translated schedules, route maps, or information on how to use the system been made available?
	Has the information been placed in a visible location?
	Can a person who speaks limited English or another language receive assistance from HCT staff when asking for directions? How is this assistance provided?
<u>HCT Revenue Vehicles</u> – All buses which are used in revenue service on the fixed-route and demand-response systems	Have translated instructions on how to make fare payments been made available?
	Is the same information included in existing schedules and route books?
	Has the information been placed in a visible location on all vehicles?
<u>Customer Service</u> – All interactions with the public by HCT transit service personnel (Administrative staff, Drivers) regarding services provided	How many customer service calls come in from an individual who speaking languages other than English?
	Can customer service representatives describe to a caller what language assistance the agency provides and how to obtain translated information or oral interpretation?
	Can a person speaking limited English or a language other than English request information from a customer service representative?
<u>Community Outreach</u> – All interactions with the public by HCT transit service personnel (Administrative staff, Drivers) regarding updates/changes in services and programs	Have translators been requested or made present at community meetings?
	Are translated versions of any written materials that are handed out at a meeting provided?
	Can members of the public provide oral as well as written comments in languages other than English?
	Are meeting notices, press releases, and public service announcements requested to be translated into languages other than English?

Dissemination of the LEP Plan

The LEP plan has been incorporated into the HCT Title VI Plan to provide a single source for non-discrimination compliance. Electronic copies of the complete plan can be downloaded from the HCT website or requested via email to mpo@hattiesburgms.com. Printed copies are available for review at the HCT administrative office on 1001 S Tipton Street and at the MPO Division office at 200 Forrest Street. People requesting a copy in an alternative format should mail their request to MPO Division, P.O. Box 1898, Hattiesburg, MS 39403, can email their request to mpo@hattiesburgms.com or call in their request to 601-545-6259.

APPENDIX

Public Notice of Protection under Title VI

Notifying the Public of Rights Under Title VI

Hub City Transit (HCT)

- The Hub City Transit operates its programs and service without regard to race, color, and national origin in accordance with the Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Hub City Transit.
- For more information on the City of Hattiesburg civil rights program, and the procedures to file a complaint, contact MPO Division at 200 Forrest Street or by mail to P.O. Box 1898, Hattiesburg, MS 39403. Copies of HCT's Title VI program including procedures for filing a complaint are available at MPO Division, 200 Forrest Street, Hattiesburg MS 39401, or copies in an alternative format by calling 601-545-6259.
- Complaint forms are available at www.hattiesburg.com/hct, the MPO Division office at 200 Forrest Street, Hattiesburg, MS, or mpo@hattiesburgms.com.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave, SE, Washington, DC 20590
- If information is needed in another language, contact 601-545-6259.
- Si se necesita informacion en otro idioma, el contacto 601-545-6259.

Title VI Plan Review Notices

PUBLIC NOTICE

Hub City Transit Review and Comment Period December 19th to January 20th. In compliance with FTA regulations, MPO and HCT are conducting a full update to their Title VI Plan which outlines how identified low-income, limited English proficient and minority populations are served by their transit services. Draft plans are available at the HCT transit facilities in Hattiesburg, the MPO offices at 308 Newman Street Hattiesburg, MS 39401 and online at www.hattiesburg.com/hct. The public is encouraged to participate in the development process by reviewing the draft plan, discussing it with the planning team and/or providing written comment for consideration. Request an emailed copy of the draft, ask questions and submit your feedback these ways:

- By phone 601-545-6325
- Email to mpo@hattiesburgms.com
- Mailed or in person: 308 Newman Street, Hattiesburg, MS 39401

The Public Notice will be acknowledged by the Hattiesburg City Council on December 17, 2019 and published in newspaper on December 19 & 26, 2019.

LOCATIONS WHERE NOTICE IS POSTED

1. Hub City Transit. 1001 S Street, Hattiesburg, MS 39401
2. Hattiesburg Intermodal Facility 308 Newman Street, Hattiesburg, MS 39401
3. City of Hattiesburg City Hall 200 Forrest Street Hattiesburg, MS 39401
4. Forrest County Administrative Office 641 North Main Street, Hattiesburg, MS 39401
5. Lamar County Administrative Office 203 North Main Street, Purvis, MS 39475

To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate can contact the HPFL-MPO office at (601) 545-6259; or email mpo@hattiesburgms.com to make arrangements.

Noticia de Reviso de Plan Titulo VI

NOTICIA PUBLICA

Periodo de Reviso y Commentario Publico de Hub City Transit desde el 19 de Diciembre hasta el 20 de Enero. En conformidad con las regulaciones del FTA , MPO y HCT estan conduciendo una actualizacion completo de su Plan Titulo VI que delinea como identificar a las personas de bajos recursos, a las personas que hablan muy poco ingles y a las personas de poblaciones de minorias que usan los servicios de transito. El planes propuesto esta disponible en las estaciones de transito del HCT en Hattiesburg, en las oficinas de MPO, direccion 308 Newman st Hattiesburg, MS 39401 y en linea www.hattiesbueg.com/htc. Queremos alentar al publico a que participen en el proceso de desarrollo con revisar nuestro plan y hablar con nuestros planeadores sobre el plan or entregarnos sus recommendaciones por escrito para que nuestros planeadores puedan considerarlos. Ustedes pueden pedir copia de el plan propuesto de tres maneras:

- Por telephono al llamar al 601- 545- 6325
- Por email a mpo@hattiesburgms.com
- Or por correo national o en persona a la direccion 308 Newman Street, Hattiesburg MS 39401

Esta Noticia Publica sera actualizada por el Consejo de Gobierno de la ciudad de Hattiesburg el dia 17 de Diciembre del 2019 y publicada en el periodico el 19 y el 26 de Diciembre del 2019.

UBICACIONES DONDE SE PUBLICA EL AVISO

1. Hub City Transit. 1001 S Street, Hattiesburg, MS 39401
2. Hattiesburg Intermodal Facility 308 Newman Street, Hattiesburg, MS 39401
3. City of Hattiesburg City Hall 200 Forrest Street Hattiesburg, MS 39401
4. Forrest County Administrative Office 641 North Main Street, Hattiesburg, MS 39401
5. Lamar County Administrative Office 203 North Main Street, Purvis, MS 39475

Para garantizar el cumplimiento de la Ley de Estadounidenses con Discapacidades (ADA), las personas con discapacidades que requieren ayudas o servicios para participar pueden comunicarse con la oficina de HPFL-MPO al (601) 545-6259; o envíe un correo electrónico a mpo@hattiesburgms.com para hacer los arreglos.

Stakeholders

Agency	Address	City	ZIP	Contact
City of Hattiesburg	P.O. Box 1898	Hattiesburg	39401	Toby Barker/Mayor
Lumberton	P.O. Box 211	Lumberton	39455	Quincy Rogers
Petal	P.O. Box 564	Petal	39465	Hal Marx
Purvis	P.O. Box 308	Purvis	39475	Roger Herrin
Sumrall	P.O. Box 247	Sumrall	39482	Heath Sumrall
Board of Supervisors	P.O. Box 1310	Hattiesburg	39403	David Hogan
Board of Supervisors	P.O. Box 1240	Purvis	39475	Joe Bounds
Federal Highway Administration	666 N. St. Suite 105	Jackson	39215	Andrew Hughes
Forrest Co. Board of Supervisors	P.O. Box 1310	Hattiesburg	39403	Chris Bowen
MDOT	P.O. Box 1850	Jackson	39215	Jeff Ely
MDOT	P.O. Box 1850	Jackson	39215	Perry Brown
Board of Supervisors	P.O. Box 1310	Hattiesburg	39403	Roderick Woullard
Neel-Schaffer	P.O. Box 1487	Hattiesburg	39403	Steven Twedt
MDOT	PO Box 1850	Jackson	39215	Melinda McGrath
Grove Transit	1721 Hardy St	Hattiesburg	39402	Dan Reid
DJ Shuttle and Tours	101 Hardy St	Hattiesburg	39401	Johnny Williams
Ability Works, Inc.	18 JM Tatum Industrial Drive	Hattiesburg	39401	Bill McDonald
William Carey University	498 Tuscan Avenue	Hattiesburg	39401	Robert Bevoms
Historic Hattiesburg Downtown Association	P.O. Box 150	Hattiesburg	39403	Andrea Saffle
South MS Planning and Development	9229 Hwy 49	Gulfport	39503	Allison Beasley
Hattiesburg Area Association of Realtors	411 Classic Drive	Hattiesburg	39402	Office Manager
Area Development Partnership	1 Convention Center Plaza	Hattiesburg	39401	Chad Newell

Library of Hattiesburg Petal and Forrest County	329 Hardy St	Hattiesburg	39401	Pamela Pridgen
MS Association of Broadcaster	855 S. Pear Orchard Rd – Ste. 403	Ridgeland	39157	Office Manger
HFPL MPO	P. O. Box 1898	Hattiesburg	39403	
City of Hattiesburg	P.O. Box 1898	Hattiesburg	39403	Lamar Rutland
Hattiesburg-Laurel Regional Airport Authority	1002 Terminal Drive	Moselle	39459	Tom Heanue, PE
State Senator	P.O. Box 407	Heidelberg	39439	Juan Barnett
State Senator	27 Troon Circle	Hattiesburg	39401	Billy Hudson
State Senator	506 South Court St.	Ellisville	39437	Chris McDaniel
State Senator	53 Tidewater Road	Hattiesburg	39402	John Polk
State Rep	17 Byrd Rd.	Petal	39465	Larry Byrd
State Rep	545 Otho Davis Road	Lumberton	39455	John Glen Corley
State Rep	P.O. Box 18247	Hattiesburg	39404	Chris Johnson
State Rep	P.O. Box 19089	Hattiesburg	39404	Missy McGee
State Rep	P.O. Box 1767	Hattiesburg	39403	Percy W. Watson
State Rep	92 Pigott Easterling Rd	Tylertown	39667	Bill Pigott
Mississippi Christian Family Services	P.O. Box 487	Rolling Fork	39159	Leigh Anne Tilghman
Pine Belt Mental Healthcare Resources	P.O. Box 1030	Hattiesburg	39403	Office Manager
Hub City Transit	P. O. Box 1898	Hattiesburg	39403	Vincent Nelms
Lamar County School District	424 Martin Luther King Dr.	Purvis	39475	Tess Smith
Forrest County School District	400 Forrest Street	Hattiesburg	39475	Faye Lancaster
City of Hattiesburg Public Works Dept.	103 Faulkner St	Hattiesburg	39401	Ronnie Perkins
City of Hattiesburg / Urban Development	PO Box 1898	Hattiesburg	39403	Tonya Jordan
City of Hattiesburg / Urban Development	PO Box 1898	Hattiesburg	39403	Stephanie Hall-Campos

City of Hattiesburg	PO Box 1898	Hattiesburg	39403	Samantha McCain
Hattiesburg Fire Department	622 Corinne Street	Hattiesburg	39401	Sherrocko Stewart
Hattiesburg City Council Clerk	PO Box 1898	Hattiesburg	39403	Ronda Cole
Hattiesburg City Council Deputy Clerk	PO Box 1898	Hattiesburg	39403	Lisa Luu Jolly



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Andrew Ellard, Director
cc: Armendia Esters, Division Manager/MPO
Date: Tuesday, December 7, 2021
Re: Approve the amendment to the City of Hattiesburg DBE Program, with changes made on Section 26.25 DBE Liaison Officer (DBELO).

File Number: 2021-1373
Minute Book #

Summary

Approve the amendment to the City of Hattiesburg DBE Program. The changes made on Section 26.25 DBE Liaison Officer (DBELO) specify the MPO Executive Director or the Chief Administrative Officer to act as the DBELO.

Recommendation Statement

I recommend the approval of the amendment of the City of Hattiesburg DBE Program, with changes made on Section 26.25 DBE Liaison Officer (DBELO).

Please place this on the December 7, 2021 City Council meeting for consideration.



Department of Urban Development

P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

www.hattiesburgms.com

July 2021

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**DEPARTMENT OF URBAN DEVELOPMENT
HUB CITY TRANSIT DIVISION**

**DBE PROGRAM
POLICY STATEMENT**

Section 26.1, 26.23 Objectives/Policy Statements

The City of Hattiesburg has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Hattiesburg [Recipient] has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Hattiesburg has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City of Hattiesburg to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Director of the Department of Urban Development has been delegated as the DBE Liaison Officer. In that capacity, the Director is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Hattiesburg in its financial assistance agreements with the Department of Transportation.

The City of Hattiesburg has disseminated this policy statement to the City Council and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. The DBE Policy Statement is posted on the City of Hattiesburg website and has been mailed to certified DBE business organizations located within the Hattiesburg Urbanized Area and the surrounding counties of Forrest, Lamar, Jones, Marion and Perry.

Mayor, City of Hattiesburg

Date

Attest:

(S E A L)

City Clerk, Hattiesburg, Mississippi

GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The City of Hattiesburg is the recipient of federal-aid highway funds authorized under Titles I and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Pub. L. 102-240, 105 Stat. 1914, Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21, Pub. L. 105-178, 112 Stat. 107).

The City of Hattiesburg is the recipient of federal transit fund authorized by Titles I, III, V and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the TEA-21, Pub. L. 105-178.

Sections 26.5 Definitions

The City of Hattiesburg will adopt, as a part of this document the definitions contained in 49 CFR § 26.5 for this program (see "Definitions of Terms" section of this document).

Section 26.7 Non-discrimination Requirements

The City of Hattiesburg will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the City of Hattiesburg will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11(b)

City of Hattiesburg shall report DBE participation to DOT as follows:

City of Hattiesburg shall report DBE participation on a semi-annual basis.

These reports shall be submitted to the Federal Transit Administration (FTA) online reporting site and will reflect payments actually made to the DBE's on DOT-assisted contracts. The deadline for submission of these reports are stated below:

- **June 1 (DBE awards, payments, and commitments for the period from October 1 through March 31 of each year)**
- **December 1 (DBE awards, payments, and commitments for the period from April 1 through September 30 of each year)**

In addition to the semi-annual report, a monthly report will be submitted to the DBE Liaison Officer (DBELO) for confirmation of accurate DOT-assisted contract monitoring and completion of DBE Program activities, which will focus on increasing regional and local participation in the program.

Bidders List: 26.11(c)

City of Hattiesburg does not maintain a bidders list.

The City of Hattiesburg shall collect this information in the following ways:

1. All contracts shall require prime bidders to report the names/addresses, and other pertinent information of all firms that gave quotes to them for any subcontracted work.
2. Require all prime bidders to request that firms quoting on subcontracts to report information on their firm directly to the City of Hattiesburg.
3. Any other method deemed to be sound and accurate at the time of the bid.

Section 26.13 Federal Financial Assistance Agreement

City of Hattiesburg has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

City of Hattiesburg shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26.

City of Hattiesburg shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The City of Hattiesburg's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Hattiesburg of its failure to carry out its approved program, the Department may impose sanction as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language (verbatim) will appear in financial assistance agreements with sub recipients.

Contract Assurance: 26.13b

City of Hattiesburg will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

This language (verbatim) will appear in financial assistance agreements with sub recipients.

SUBPART B – ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Since the City of Hattiesburg has received a grant of \$250,000 or more in FTA planning, capital, and/or operating assistance in a federal fiscal year the City of Hattiesburg will continue to carry out this program until all funds from DOT financial assistance have been expended. The City of Hattiesburg will provide to DOT updates representing significant changes in the program.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the third page of this program.

Section 26.25 DBE Liaison Officer (DBELO)

The City of Hattiesburg has designated the following individual as the DBE Liaison Officer:

*MPO Executive Director
Urban Development
The City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
(Phone) 601-545-4609
(Email) mpo@hattiesburgms.com*

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the City of Hattiesburg complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the City of Hattiesburg's Office of the Mayor concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in **Attachment #1** to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of one (1) (the MPO Division Manager) to be to assist in the administration of the program. In the absence of the MPO Executive Director, or the Interim Executive Director, the Chief Administrative Officer will act as the DBELO.

The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchasing requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations
6. Analyzes the City of Hattiesburg's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the governing body on DBE matters and achievement.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of the City of Hattiesburg's to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. The City of Hattiesburg's has made phone calls to all financial institutions within the City of Hattiesburg's in an effort to identify and use such institutions. We will also re-evaluate the availability of DBE financial institutions every three years. To date we have identified there are no institutions in the local area and based on this search there are no DBE owned banks in the State of Mississippi.

Section 26.29 Prompt Payment Mechanisms

The City of Hattiesburg will include the following clause in each DOT-assisted prime contract:

Prompt Payment: 26.29(a): The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the City of Hattiesburg.

Retainage: 26.29(b): The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Hattiesburg. This clause applies to both DBE and non-DBE subcontracts.

Monitoring and Enforcement: 26.29(d): The City of Hattiesburg recognizes that prompt payment requirements are an important race-neutral mechanism that can benefit both DBEs and non-DBEs. The City of Hattiesburg will require that the following clause be included in each U.S. DOT-assisted prime contract:

"The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from the City of Hattiesburg. The City of Hattiesburg does not hold retainage on the Prime Contractor and therefore the Prime Contractor may not withhold retainage on the subcontractors. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Hattiesburg. This request for delay or postponement should be made to the City of Hattiesburg's Department of Urban Development prior to the 15-day deadline for making prompt payments to the subcontractor(s). This clause applies to both DBE and non-DBE subcontractors. Failure to comply with the prompt payment requirement will result in the prime contractor's monthly estimates being withheld until the requirements of prompt payment have been fulfilled."

Section 26.31 Directory

The City of Hattiesburg participates in the State of Mississippi's Disadvantaged Business Enterprises Unified Certification Program. Under this program, the Mississippi Department of Transportation (MDOT) maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. MDOT revises the Directory annually.

The City of Hattiesburg makes the Directory available as follows:

1. A link on the City of Hattiesburg website under the Department of Federal and State Program Metropolitan Planning Organization.
2. A copy is kept in the Office of the Department of Urban Development office located at 200 Forrest Street, Hattiesburg, MS 39401 and the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization, 308 Newman Street, Hattiesburg, MS 39401 at all times.

The Directory may be found in **Attachment #2** of this program document.

Section 26.33 Over Concentration

The City of Hattiesburg has not identified that over concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

The City of Hattiesburg established the Emerging Business Enterprise (EBE) Program on the 22nd day of December, 2020.

The City of Hattiesburg is facing a regional and local shortage of certified ready, willing, and able underutilized business enterprises (UBE). The current relative availability of socially and economically disadvantaged business enterprises across all relevant industries within a 90-mile radius of the city of Hattiesburg is only 1.7%.

The efforts to set and achieve meaningful and significant participation from UBEs for future contracts resulted in the discovery that it is necessary to create a less cumbersome local registration process to provide increased and immediate opportunities for eligible minority firms, and thereby increase the pool of ready, willing and able socially and economically disadvantaged business enterprises within our relevant markets.

The City of Hattiesburg has enacted measures and adopted rules and regulations to create the Emerging Business Enterprise (EBE) Program.

The city shall grant provisional EBE designation to local minority businesses identified as African American, Hispanic American, Native American, Asian-Pacific American, Subcontinent Asian American, Female Armed Forces Veteran, LGBTQ+, or Disabled and businesses which are certified by the Mississippi Department of Transportation's Unified Certification Program for Disadvantaged Business Enterprise ("DBE"), the Mississippi Development Authority's Minority and Women-owned Business Enterprise ("MBE/WBE") Program, the U.S. Small Business Administration's 8(a) Program, and other federal – or state – recognized minority certification programs as deemed eligible by the appropriate staff or committee;

- Such provisional designation shall entitle a business to be considered a valid EBE by the City of Hattiesburg, with all the rights associated with such designation.
- Such programs will be inclusive of a registration program; EBE list publication; EBE bid notifications; and contractor reporting of EBE utilization within applications to bid, requests for proposals, or requests for qualifications.

It is the City of Hattiesburg's policy to practice nondiscrimination based on social and economic disadvantage, race, color, gender, sexual orientation, disability, and national origin in the award and performance of contracts.

The City of Hattiesburg is committed to providing opportunities to local businesses owned and controlled by socially and economically disadvantaged persons and is charged with ensuring their meaningful participation in the contraction activities of the city that involve public spending or private projects utilizing public funding.

Section 26.37 Monitoring and Enforcement Mechanisms

The City of Hattiesburg shall take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. The City of Hattiesburg shall bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. The City of Hattiesburg shall consider similar action under our own legal authorities, including responsibility determinations in future contracts. **Attachment #3** lists the regulation, provisions, and contract remedies available to The City of Hattiesburg in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. The City of Hattiesburg shall monitor, enforce, and verify that work committed to DBEs at contract award is actually performed by the DBEs.
4. The City of Hattiesburg shall keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Section 26.39 Small Business Participation

The City of Hattiesburg will incorporate the following non-discriminatory element to its DBE program, in order to facilitate competition on DOT-assisted projects by small business concerns (both DBEs and non-DBE small businesses) and to ensure that the maximum feasible portion of the City of Hattiesburg's overall DBE goal is met by using race-neutral means, The City of Hattiesburg will establish SBE participation goals on its federally funded contracts. Prime contractors may use DBE and/or SBE firms in order to satisfy these SBE goals. The City of Hattiesburg will ensure as a part of the larger DBE program, including elements that:

1. Require bidders on large contracts to identify and/or provide specific subcontracts appropriate for small business participation;
2. Include letting prime contract of a size that small businesses can reasonably compete for and perform, provide outreach, technical assistance and training opportunities for small businesses through various partnerships. The City of Hattiesburg advertises contracting opportunities through various outlets, including local newspapers, minority-based publications and trade publications as well as on its website.

The City's small business program is an active part of the city's DBE program, but does not replace or act as a substitute for other critical elements of the city's DBE program, including use of contract goals (as appropriate), good faith efforts evaluations, etc.]

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The City of Hattiesburg does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

A description of the methodology to calculate the overall goal and the goal calculations can be found in **Attachment #4** to this program. This section of the program will be updated every three years.

Amount of Goal

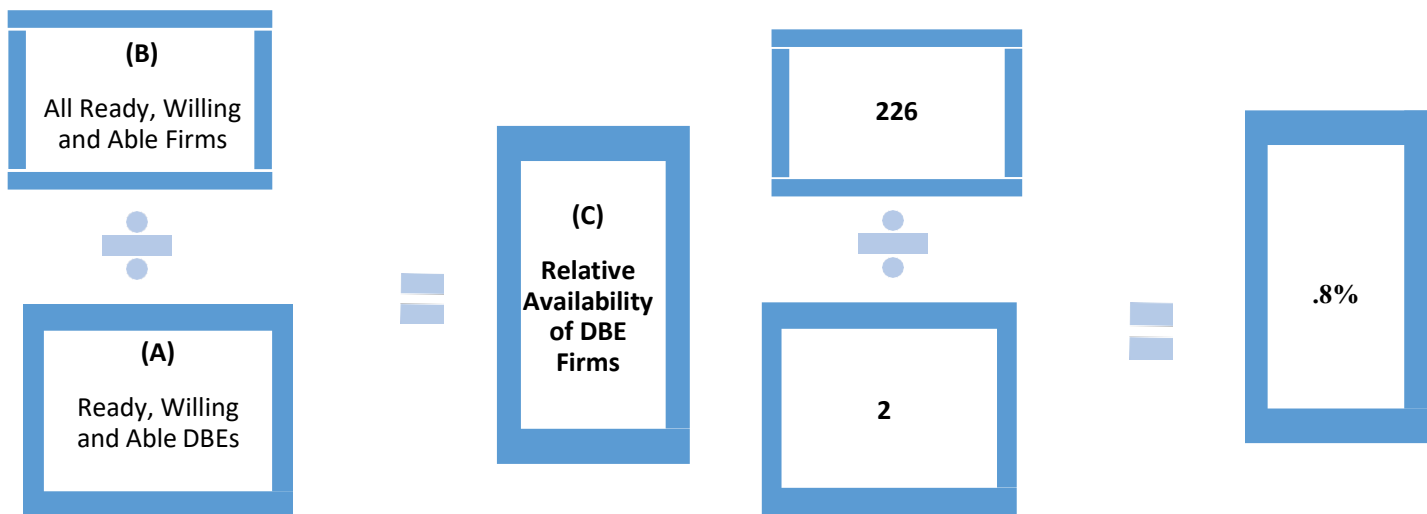
1. The City of Hattiesburg’s overall goal for the following time period 2021-2022 is the following: 1.2% of the Federal financial assistance we will expend in DOT-assisted contracts.

Methodology

The method used to establish the relative availability of DBEs is to determine the portion or percentage of “Ready, Willing, and Able DBEs” that exist among the population of “ALL Ready, Willing, and Able Firms.”

Ready, Willing, Able DBEs (A) / ALL Ready, Willing, Able Firms (B) = Relative Availability of DBE Firms (C)

For the City of Hattiesburg, firms and DBEs within Forrest and Lamar Counties were identified as the most relevant for the purpose of this calculation. See **Attachment 2** for a detailed accounting of the number of DBEs and total firms used.



Dividing for the quotient, we arrive at a Relative DBE Availability of .8%, which is also referred to as the Step One Base Figure and has herein been established as the City’s DBE goal.

Adjustments and Weighting

After calculating the base figure of relative availability of DBEs, all available evidence was considered to determine whether any adjustment to the figure was needed in order to arrive at the overall goal. The City of Hattiesburg chose to adjust the base figure particularly given the limited number of identifiable DBEs specifically available in the Hattiesburg

area. This challenge will be addressed through additional outreach opportunities described herein, with particular emphasis on supporting the continuing development of local firms through the new City of Hattiesburg's Emerging Business Enterprise Program (EBE).

No weighting was applied because the majority of our sub-recipients are incurring routine cost spending on such things as fuel/oil, vehicle maintenance/repair, and/or tires. Because of those routine cost, vendor spending will vary significantly within a program year. It would be very difficult to single a specific cost category.

Data Sources

Data sources for Ready, Willing, and Able DBEs included DBE directories at the Mississippi Department of Transportation (MDOT) as well as the Mississippi Development Authority (MDA), which were both specifically reviewed for North American Industry Classification System (NAICS) codes most applicable to DOT/FTA funded work in the City of Hattiesburg. Ultimately, MDOT figures were relied upon as the number of DBEs within that directory in relevant NAICS codes were generally higher.

The data for All Ready, Willing, and Able firms was derived from the U.S. Census Bureau County Business Pattern for Forrest and Lamar Counties, Mississippi.

In order to ensure that the calculation for a DBE goal not under-represent DBE firms in the area, this calculation has used the above referenced DBE directories to identify all DBE firms in specified NAICS codes within the State of Mississippi, but have used the U.S. Census figures to identify total firms only in the Forrest County and Lamar County area. Specifically, County Business Patterns for the related NAICS codes from the 2019 tables were used, as those were the most recently published tables.

The City of Hattiesburg maintains a directory with its Hub City Transit Division and with the Metropolitan Planning Organization (MPO) of firms identified within this calculation as DBEs and will periodically add to the list any firms in other NAICS codes that identify themselves as DBEs, which may have opportunity for incidental business with those divisions. This is not a list of firms certified by the City of Hattiesburg, but rather only a reference to the firms identified in the original sources of data.

The Mississippi Department of Transportation data source can be accessed at:

https://aashtoreports.mdot.ms.gov/trnsreportspublic/Reports/cr_brk.aspx

The U.S. Census Bureau data source can be accessed at:

<https://www.census.gov/programs-surveys/cbp/data/tables.html>

In accordance with Section 26.45(f) The City of Hattiesburg shall submit its overall goal to DOT on August 1 of each year. Before establishing the overall goal each year, The City of Hattiesburg shall consult with the minority, women and general contractor groups as well as other community organizations in an effort to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the City of Hattiesburg efforts to establish a level playing field for the participation of DBEs.

Following this consultation, the City of Hattiesburg will publish a notice in two newspapers in circulation in the City of Hattiesburg area and in the region (The Hattiesburg Post and the Clarion Ledger) and on its website of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at its principal office for 30 days following the date of the notice, and inform the public that the City of Hattiesburg and DOT will accept comments on the goals for 45 days from the date of the notice. Normally, this notice

will be issued by June 1 of each year. The notice will include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed. The City of Hattiesburg's overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses.

The City of Hattiesburg will begin using its overall goal on August 1 for the year of triennial cycle, unless it has received other instructions from DOT. If the city establishes a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Section 26.47 Goal Setting and Accountability

If the awards and commitments shown on the City of Hattiesburg's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, we will:

1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments;
2. Establish specific steps and milestones to correct the problems identified in the analysis; and
3. Submit the plan to FTA within 90 days of the end of the affected fiscal year. The City of Hattiesburg is not required but will still perform the analysis, establish and implement a corrective action plan, and maintain information/records regarding the analysis and efforts made.

Section 26.49 Transit Vehicle Manufacturers Goals

The City of Hattiesburg will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, the City of Hattiesburg may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the transit vehicle manufacturer complying with this element of the program.

Section 26.51 Meeting Overall Goals/Contract Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment #5 to this program. This section of the program will be updated when the goal calculation is updated.

The City of Hattiesburg will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The City of Hattiesburg will attempt to use the following race neutral means to increase DBE participation:

1. Arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE's and other small businesses;
2. Providing technical assistance and other services;
3. Carrying out information and communications programs on contracting procedures and specific contract opportunities;

We estimate that, in meeting our goal, we obtain half from race-neutral and half through race-conscious measures. The City of Hattiesburg has DBE history for its transit services. Therefore, the City will establish contract goals to meet any portion of its overall goal that it does not project being able to meet using race-neutral means.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious including the use of outside directories, census data and other related facts to determine relative availability.

MEANS TO MEET OVERALL GOALS

The City of Hattiesburg will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation.

The City of Hattiesburg will attempt to use the following race-neutral means to increase DBE participation:

Arrange solicitations, times for presentation of bids, quantities, specifications and delivery schedules in ways that facilitate DBE's and other small business participation.

- Provide technical assistance and other services;
- Provide services to help DBE's and other small businesses improve long-term development, increase opportunities to participate in a variety of kind of work;
- Carrying out information and communications programs on contracting procedures and specific contract opportunities;
- The City of Hattiesburg established a contract goal to meet any portion of its overall goal does not project being able to meet using race-neutral means.

We estimate that, in meeting our overall goal of 1.2%, we will obtain 1.0% from race neutral and .2% through race conscious measures. Because of the lack of DBE firms and because of the procurement requirements germane to the City of Hattiesburg, the City of Hattiesburg will ensure that the DBE program continues to be tailored to overcome the effects of discrimination.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious DBE participation:

The City of Hattiesburg will establish goals to determine race-neutral and race-conscious including the use of outside directories, census data and other related facts to determine relative availability.

The City of Hattiesburg will make an effort to collect data as a result of this program, will review performance data including race-neutral and race-conscious means and their effectiveness, and will participate in outreach meetings with both DBE's and non DBE's willing to participated in transit programs.

Contract Goals

The City of Hattiesburg shall use contract goals to meet any portion of the overall goal that City of Hattiesburg does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which

the overall goal applies, they will cumulatively result in meeting any portion of City of Hattiesburg's overall goal that is not projected to be met through the use of race-neutral means. City of Hattiesburg shall establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. City of Hattiesburg need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.) We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts (26.53(a) & (c). The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26. The Transit Administrator is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible.

The City of Hattiesburg shall ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before it commits to the performance of the contract by the bidder/offeror.
Information to be submitted (26.53(b))

The City of Hattiesburg treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsibility.

Each solicitation for which a contract goal has been established shall require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (26.53(d))

Within 10 days of being informed by the City of Hattiesburg that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the City of Hattiesburg:

MPO Executive Director
Urban Development
The City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
(Phone) 601-545-4609
(Email) mpo@hattiesburgms.com

The Director of Urban Development will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts. As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the MPO Division Manager to discuss the issue of whether it met the goal or made adequate good faith efforts to do. The MPO Division Manager shall send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

The City of Hattiesburg shall require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The City of Hattiesburg shall require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. In this situation, the city will require the prime contractor to obtain its prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, the City of Hattiesburg shall issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the City of Hattiesburg may proceed with a breach of contract action pursuant to the terms of the contract and the laws of the State of Mississippi.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City of Hattiesburg to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 1% percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts. This prime Contractor obligation can be met by completing Form 1 and Form 2 as found in **Attachment #6**.

Section 26.55 Counting DBE Participation

The City of Hattiesburg shall count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The City of Hattiesburg is a member of a Unified Certification Program (UCP) administered by the Mississippi Department of Transportation (MDOT) and will rely upon their certification procedures.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The City of Hattiesburg is a member of a Unified Certification Program (UCP) administered by the Mississippi Department of Transportation (MDOT). The UCP will meet all of the requirements of this section. This UCP can be found at **Attachment #8**.

Section 26.83 Procedures for Certification Decisions

Re-certifications 26.83(a) & (c) the City of Hattiesburg was not required to have a DBE program under former part 23 and therefore is not required to participate in any re-certifications. For firms that the City has certified or reviewed and found eligible under part 26, we will again review their eligibility every three (3) years. These reviews will include the following components:

1. Completion of new application, including Financial Statement(s)
2. Review of application and components “No Change” Affidavits and Notices of Change (26.83(j)) the City shall require all DBEs to inform it, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the city’s application for certification.

The City shall also require all owners of all DBEs the City has certified to submit, on the anniversary date of their certification, a “no change” affidavit meeting the requirements of 26.83(j). The test of this affidavit is the following:

I swear (or affirm) that there have been no changes in the circumstances of [name of DBE firm] affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with [name of DBE]’s application for certification, except for any changes about which you have provided written notice to the City under 26.83(j). [Name of firm] meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm’s previous three fiscal years do not exceed \$16.6 million. The City shall require DBEs to submit with this affidavit documentation of the firm’s size and gross receipts. The City shall notify all currently certified DBE firms of these obligations by mail on an annual basis. This notification will inform DBEs that to submit the “no change” affidavit, their owners must swear or affirm that they meet all regulatory requirements of part 26, including personal net worth.

Likewise, if a firm's owner knows or should know that he or she, or the firm, fails to meet a part 26 eligibility requirement (e.g. personal net worth), the obligation to submit a notice of change applies.

Section 26.85 Denials of Initial Requests for Certification

If the City of Hattiesburg denies a firm's application or decertifies it, it may not reapply until 12 months have passed from the date of the denial.

Section 26.87 Removal of a DBE's Eligibility

In the event that the City of Hattiesburg proposes to remove a DBE's certification, it will follow procedures consistent with 26.87. **Attachment #9** to this program sets forth these procedures in detail. To ensure separation of functions in a de-certification, the City has determined that the Director of Urban Development will serve as the decision-maker in de-certification proceedings. The City has established an administrative "firewall" to ensure that the Director of Urban Development will not have participated in any way in the de-certification proceeding against the firm (including in the decision to initiate such a proceeding).

Section 26.89 Certification Appeals

Any firm or complainant may appeal the City of Hattiesburg decisions in certification matters to DOT. Such appeals may be sent to:

*U.S. Department of Transportation
Office of Civil Rights Certification Appeals Branch
1200 New Jersey Ave. SE
West Building, 7th Floor
Washington, D.C. 20590*

The City shall promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting (e.g., certify a firm if DOT has determined that our denial of its application was erroneous).

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

The City of Hattiesburg shall safeguard from disclosure to third parties any information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law. Notwithstanding any contrary provisions of state or local law, the City of Hattiesburg shall not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

The City of Hattiesburg shall require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records shall be made available for inspection upon request by any authorized representative of the City or DOT. This reporting requirement also extends to any certified DBE subcontractor. The City shall perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

ATTACHMENTS

Attachment 1 Organizational Chart

Attachment 2 DBE Directory

Attachment 3 Monitoring and Enforcement Mechanisms

Attachment 4 Overall Goal Calculation

Attachment 5 Breakout of Estimated Race-Neutral & Race-Conscious Participation

Attachment 6 Form 1 & 2 for Demonstration of Good Faith Efforts

Attachment 7 Certification Application Forms

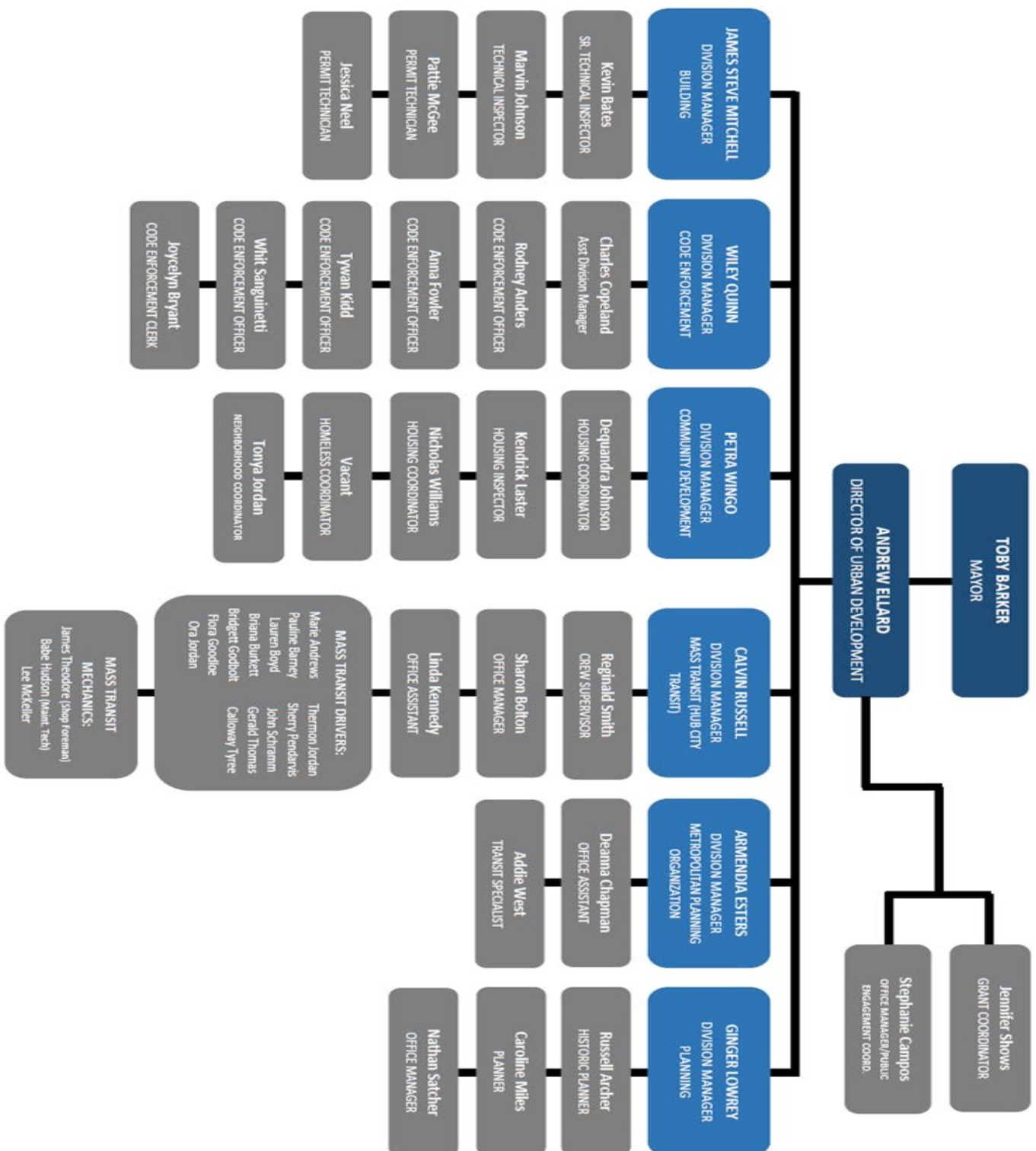
Attachment 8 Unified Certification Program

Attachment 9 Procedures for Removal of DBE's Eligibility

Attachment 10 Regulations: 49 CFR part 26

Attachment 11 DBE Definitions

ATTACHMENT (1)
Department of Urban Development Organizational Chart



ATTACHMENT (2)

DBE DIRECTORY

The City of Hattiesburg maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of most recent certification, and the type of work the firm has been certified to perform as DBE. We will use the Directory of the State of Mississippi Department of Transportation List of Certified DBE Contractors. The Directory will be made available at the City of Hattiesburg City Clerk's Desk.

ATTACHMENT (3)

Monitoring and Enforcement Mechanisms

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 26
2. Enforcement action pursuant to 49 CFR part 31
3. Prosecution pursuant to 18 USC 1001.

We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109. We also will consider similar action under our own legal authorities, including responsibilities determinations in future contracts.

ATTACHMENT (4)

Section 26.45: Overall Goal Calculation

Amount of Goal

1. The City of Hattiesburg's overall goal for the following time period 2021-2023 is the following: 1.2% of the Federal financial assistance we will expend in DOT-assisted contracts.

Methodology used to Calculate Overall Goal

The methodology used to calculate the relative availability of DBE's is a percentage figure calculated by dividing the number of representing available DBE's by a number of businesses representing all firms.

The data source to determine the base figure for relative DBE's was calculated as follows:

$$\text{Base Figure} = \frac{\text{Ready, Willing and Able DBE's} \quad 2}{\text{All firms ready, willing and able} \quad 226} = .8\%$$

The data source or demonstrated evidence used to derive the numerator was the Mississippi Contract Procurement Center located in Biloxi, Mississippi for Small Businesses and the Mississippi Department of Transportation Web Page Site for Disadvantage Business Enterprise (DBE's).

The data source or demonstrated evidence used to derive the denominator was the U.S. Census Bureau County Business Pattern for Forrest County, Mississippi. The City established its goals based on a methodology that takes into account several factors contained in 49 CFR 26.45. These factors include: use of other DBE directories, Census Bureau data, use of alternative methods, adjusting for demonstrated evidence of local market conditions. Data to support this methodology was obtained from available DBE directories.

When we divided the numerator by the denominator we arrived at the base figure for our overall goal and that number was 1.0%. After calculating a base figure of the relative availability of DBE's evidence was examined to determine what adjustment was needed to the base figure in order to arrive at the overall goal. In order to reflect as accurately as possible, the DBE participation, we have no adjustments to our base figure of 1.2%.

The reason we chose not to adjust our figure using this data was that it reflected the number of qualified/certified businesses that met the standards of DBE certification. The "relative availability" of DBE's in Hattiesburg contracting areas is estimated at 1.0%. This figure was derived by comparing the number of certified DBE's in Standard Industrial Classification (SIC) Codes with the total number of small businesses in the SIC code that are thought to be ready, willing and able to bid on contracts and subcontracts. Some SIC codes do little transit work. In doing so, the City has determined because of the limited number of DBE firms, it is necessary for the City not to adjust the base figure.

Attachment 5

BREAKOUT OF ESTIMATED RACE-NEUTRAL AND RACE-CONSCIOUS PARTICIPATION

The City of Hattiesburg will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The City of Hattiesburg will attempt to use the following race neutral means to increase DBE participation:

- Arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE's and other small businesses;
- Providing technical assistance and other services;
- Carrying out information and communications programs on contracting procedures and specific contract opportunities;

We estimate that, in meeting our overall goal of 1.2%, we obtain 1.0% from race-neutral and .2% through race-conscious measures. The City of Hattiesburg has DBE history for its transit services. Therefore, the City will establish contract goals to meet any portion of its overall goal that it does not project being able to meet using race-neutral means.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious including the use of outside directories, census data and other related facts to determine relative availability.

MEANS TO MEET OVERALL GOALS

The City of Hattiesburg will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation.

The City of Hattiesburg will attempt to use the following race-neutral means to increase DBE participation: Arrange solicitations, times for presentation of bids, quantities, specifications and delivery schedules in ways that facilitate DBE's and other small business participation.

- Provide technical assistance and other services;
- Provide services to help DBE's and other small businesses improve long-term development, increase opportunities to participate in a variety of kind of work;
- Carrying out information and communications programs on contracting procedures and specific contract opportunities;
- The City of Hattiesburg established a contract goal to meet any portion of its overall goal does not project being able to meet using race-neutral means.

We estimate that, in meeting our overall goal of 1.2%, we will obtain .2% from race neutral and 1.0% through race conscious measures. Because of the lack of DBE firms and because of the procurement requirements germane to the City of Hattiesburg, the City of Hattiesburg will ensure that the DBE program continues to be tailored to overcome the effects of discrimination.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious DBE participation:

The City of Hattiesburg will establish goals to determine race-neutral and race-conscious including the use of outside directories, census data and other related facts to determine relative availability.

The City of Hattiesburg will make an effort to collect data as a result of this program, will review performance data including race-neutral and race-conscious means and their effectiveness, and will participate in outreach meetings with both DBE's and non-DBE's willing to participated in transit programs.

Attachment 6

Form 1 for Demonstration of Good Faith Efforts

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature)

Title

Attachment 6

Forms 2 for Demonstration of Good Faith Efforts

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

This application can be obtained from the Mississippi Department of Transportation Website.
<https://mdot.ms.gov/documents/Civil%20Rights/Programs/DBE/DBE%20Certification%20Application.pdf>

Attachment 8
Unified Certification Program

<https://mdot.ms.gov/documents/Civil%20Rights/Programs/DBE/MS%20Unified%20Certification%20Program%20Letter.pdf>

Attachment 9
Procedures for Removal of DBE's Eligibility

The procedure for removal of DBE's Eligibility can be obtained from the Mississippi Department of Transportation website listed below:

<https://mdot.ms.gov/documents/Civil%20Rights/Manuals/DBE/DBE%20Program%20Manual.pdf>

Any person may file a written complaint alleging that a currently certified firm is ineligible. The complaint must specify the reasons why the firm is ineligible. The complaint will be investigated by the certifying agency. The records on the firm will be reviewed along with any information or supporting documentation provided by the complainant. The confidentiality of the complainant's identity will be protected as provided in paragraph 26.109(b). Additional information may be requested from the firm to properly investigate the complaint.

If there is a reasonable cause to believe the firm is ineligible, the reviewing agency must provide written notice to the firm setting forth the reasons for the recommendation to find the firm ineligible. All statements of reasons for findings on the issue of reasonable cause must specifically reference the evidence in the record on which each reason is based.

If, based on notification by the firm of a change in its circumstances or other information that comes to the certifying agency's attention, it is determined that there is reasonable cause to believe that a currently certified firm is ineligible, written notice must be provided to the firm that the agency proposes to find the firm ineligible setting forth the reasons for the determination.

When the firm is notified there is reasonable cause to remove its eligibility, the firm must be given the opportunity for an informal hearing. The firm must follow the Appeal Process as outlined in the next section of this document.

Appeal Process

A DBE whose eligibility is removed by a recipient may make a written request to appeal that decision within 30 days of the letter of removal. Upon receipt of the request for an appeal, the denying agency must contact

MDOT to schedule a hearing. In order to maintain consistency, MDOT will be responsible for scheduling the hearings and for all administrative costs associated with holding the hearing. The removing agency will be responsible for providing legal representation, expert witness testimony and the production of records at its own costs. Full cooperation with the hearing officer is also required.

At the conclusion of the hearing, an official transcript will be provided to the parties. The hearing officer will render a decision within seven (7) days. The recommendation will be forwarded to the parties. Either party may file written objections within ten (10) days of receipt of the hearing officer's report. A copy must be provided to the opposing party by certified mail. The opposing party may submit a written response to objections within seven (7) days. The denying agency may refer the matter back to the hearing officer for consideration of the objections and responses. The hearing officer shall consider these objections and submit a supplementary report and recommendation to the denying agency within five (5) days after such referral. The denying agency will render a decision within fourteen (14) days after the expiration of the time for submissions from the opposing party and the hearing officer.

The opposing party may appeal an adverse determination by the denying agency as provided under CFR part 26, subpart E pursuant to 49 CFR Section 26.89 to the United States Department of Transportation. A letter must be sent to the Department within 90 days of the date of the denying agency's final decision, containing information and arguments concerning why the denying agency's decision should be reversed. The firm which is removed from certification will not be eligible to reapply to be certified for a minimum of 12 months from the date it was removed.

Attachment 10

Regulations: 49 CFR Part 26

The regulations may be reviewed on the Mississippi Department of Transportation Website listed below:

[49 CFR §26 Participation By Disadvantaged Business Enterprises In Department Of Transportation Financial Assistance Programs - Code of Federal Regulations \(ecfr.io\)](#)

Attachment 11

Definitions of Terms

49 CFR §26.5.

Affirmative Action means taking specific steps to eliminate discrimination and its effects, to ensure nondiscriminatory results and practices in the future, and to involve disadvantaged business enterprises fully in contracts and programs funded by the Department.

Alaska Native means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlaktia Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mothered is regarded as an Alaska Native.

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C 1601, et seq.)

Applicant means one who submits an application, request, or plan to be approved by a Department official or by a primary recipient as a condition to eligibility for DOT financial assistance.

Application means such an application, request or plan.

Compliance means that a recipient has correctly implemented the requirements of this part.

Contract means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them.

Contractor means one who participates, through a contract or subcontract (at any tier), in a DOT-assisted highway, transit, or airport program.

Department or DOT means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Disadvantaged Business Enterprise or DBE means a for-profit small business concern-

- (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DOT-assisted contract means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Immediate family member means father, mother, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, or father-in-law.

Indian tribe means any Indian tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or is recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of “tribally-owned concern” in this section.

Joint venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Native Hawaiian means any individual whose ancestors were natives, prior to 1778, of the area, which now comprises the State of Hawaii.

Native Hawaiian Organization means any community service organization serving Native Hawaiians in the State of Hawaii, which is a not-for-profit organization, chartered by the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

Noncompliance means that a recipient has not correctly implemented the requirements of this part.

Operating Administration or OA means any of the following parts of DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The “Administrator” of an operating administration includes his or her designees.

Personal net worth means the net value of the assets of an individual remaining after total liabilities are deducted. An individual’s personal net worth does not include: The individual’s ownership interest in an applicant or participating DBE firm; or the individual’s equity in his or her primary place of residence. An individual’s personal net worth includes only his or her own share of assets held jointly or as community property with the individual’s spouse.

Primary Industry Classification means the four-digit Standard Industrial Classification (SIC) code designation, which best describes the primary business of a firm. The SIC code designations are described in the Standard Industry Classification Manual. As the North American Industrial Classification System (NAICS) replaces the SIC system, references to SIC codes and the SIC Manual are deemed to refer to the NAICS manual and applicable codes. The SIC Manual and the NAICS Manual are available through the National Technical Information Service (NTIS) of the U.S. Department of Commerce (Springfield, VA, 22261). NTIS also makes materials available through its website (www.ntis.gov/naics).

Primary recipient means a recipient that receives DOT financial assistance and passes some or all of it to another recipient.

Principal place of business means the business location where the individuals who manage the firm’s day-to-day operations spend most working hours where top management’s business records are kept. If the offices from which management is directed and where business records are kept are in different locations, the recipient will determine the principal place of business for DBE program purposes.

Program means any undertaking on a recipient’s part to use DOT financial assistance, authorized by the laws to which this part applies.

Race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

Recipient is any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

Secretary means the Secretary of Transportation or his/her designee.

Set-aside means a contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

Small Business Administration or SBA means the United States Small Business Administration.

Small Business concern means, with respect to firms seeking to participate as DBEs in DOT assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on Average annual gross receipts specified in §26.65(b).

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

1. “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
2. “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
3. “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
4. “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
5. “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
6. Women;
7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Tribally owned concerns mean any concern at least 51 percent owned by an Indian tribe as defined in this section.

You refer to a recipient, unless as statement in the text of this part or the context requires otherwise (i.e. “You must do XYZ” means that recipients must do XYZ).

The City of Hattiesburg published the DBE goal information and a draft of the new Program Plan in these publications:

The Hattiesburg Post & the Clarion Ledger (6/10/2021)

The City of Hattiesburg website (www.hattiesburgms.com)

The City of Hattiesburg held a public comment period from June 10, 2021 to July 12, 2021

The City of Hattiesburg received comments from these individuals or organizations:

NO COMMENTS RECEIVED.

Summaries of these comments are as follows:

NO COMMENTS RECEIVED.

The City of Hattiesburg responses to these comments are:

NO COMMENTS RECEIVED.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Calvin Russell, HCT Division Manager, Armendia Esters, Division Manager/MPO

Date: Tuesday, December 7, 2021

Re: Approve the change in position designation for the American with Disabilities Act (ADA) Program Coordinator.
File Number: 2021-1374
Minute Book #

Summary

Approve the change in position designation for the American with Disabilities Act (ADA) Program Coordinator to the Director of Urban Development or the Chief Administrative Officer

Recommendation Statement

I recommend the approval of the change in position designation for the American with Disabilities Act (ADA) Program Coordinator.

Please place this on the December 7, 2021 City Council meeting for consideration.

The Hub City Transit Agency

Americans with Disabilities Act Complaint Form

This complaint form is established to meet the requirements of the Americans with Disabilities Act of 1990 (“ADA”). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of service, activities, programs, or benefits by the City of Hattiesburg’s Transit Agency, Hub City Transit. The City of Hattiesburg’s Personnel Policy governs employment-related complaints of disability discrimination.

Name of complainant	
Address of complainant	
Date of the incident	
Description of the incident	

Alternative means of filing a complaint may be requested by persons with disabilities, such as a personal interview to document the complaint or a video meeting or video recording of the complaint.

The complaint should be submitted by the complainant and/or their designee as soon as possible but no later than 60 calendar days after the alleged violation.

Please submit the complaint to one of the following:

Mailing Address

***Department of Urban Development
Attn: Assistant ADA Coordinator/MPO Division Manager
P.O. Box 1898
Hattiesburg, MS 39403-1898***

Physical Location

***Department of Urban Development
Assistant ADA Coordinator/MPO Division Manager
200 Forrest Street
Hattiesburg, MS 39401***

For alternative submissions, or other information

***Department of Urban Development-MPO Division
Assistant ADA Coordinator/MPO Division Manager
601.554.1008***

Within 15 calendar days after receipt of the complaint, the Assistant ADA Coordinator/MPO Division Manager will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days after the meeting, the Assistant ADA Coordinator/MPO Division Manager will respond in writing, and/or in a format accessible to the complainant, such as large print, Braille, or audio tape if appropriate. The response will explain the position of the City of Hattiesburg and offer options for a substantive resolution of the complaint.

If the response by the Assistant ADA Coordinator/MPO Division Manager does not satisfactorily resolve the issue, the complainant and/or their designee may appeal the decision within 15 calendar days after receipt of the response to the Director of Urban Development. (In the absence of the Director of the Department of Urban Development, or the Interim Director of the Department of Urban Development, the Chief Administrative Office will act as the ADA Program Coordinator.)

Within 15 calendar days after receipt of the appeal, the Director of Urban Development will meet with the complainant and/or their designee to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Director of Urban Development will respond in writing and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the Assistant ADA Coordinator/MPO Division Manager, appeals to the Director of Urban Development and all responses from the City of Hattiesburg will be retained for at least three years.



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, December 7, 2021
Re: Approve claims docket for the period ending November 30, 2021.

File Number: 2021-1375
Minute Book #

Summary

Recommendation Statement

Please place this on the December 7, 2021 City Council meeting for consideration.

11/23/2021 14:47 |City of Hattiesburg, MS
6050jthorne |A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

P 26
apcsbdsb

FUND		DUE TO	DUE FR
001	General Fund		
002	PARKS & RECREATION FUND		351,918.25
009	WATER & SEWER OPERATION/MAINT.		45,125.78
019	POLICE FORFEITURES FUND		625,617.49
039	AIRPORT IMPROVEMENT FUND		10,530.00
072	MUNICIPAL ROAD & BRIDGE		115,541.34
073	MASS TRANSIT FUND		100,041.35
075	WATER&SEWER CONSTRUCTION FUND		32,815.17
077	COMMUNITY CENTERS' FUND		30,071.50
082	COMMUNITY DEVELOP. BLOCK GRANT		1,474.11
086	SPEC SALES TAX-P&R/UNIV IMPROV		13,123.28
087	INDUSTRIAL PARK DEVELOPMENT		13,536.41
088	PUBLIC SAFETY/REC CONSTRUCTION		126,222.50
097	INFRA IMPROVE-INTRNT SALES TAX		615,352.08
801	CLAIMS FUND		68,986.29
		2,138,355.55	
	TOTAL	2,138,355.55	2,138,355.55

** END OF REPORT - Generated by Jacqueline Thorne **

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001000				BALANCE SHEET					
001000	0520EM					D/F EMER.MGMT.DISTRICT			
002158	AT&T			M8183270010594 11/21 0		2022 2 INV P	2,996.81	113021	287892 CITY WIDE LONG DITA
				ACCOUNT TOTAL			2,996.81		
001000	0520LB					D/F LIBRARY			
002158	AT&T			M8183270010594 11/21 0		2022 2 INV P	237.58	113021	287892 CITY WIDE LONG DITA
				ACCOUNT TOTAL			237.58		
001000	060100					GAS/LUBRICANT-CITY BARN			
003308	KEITHCO PETROLEUM	2584860		225306		2022 2 INV P	600.29	113021	287957 DIESEL FOR FUEL STA
003918	PINE BELT OIL COMPAN	10730902-10727489		225595		2022 2 INV P	20,286.37	113021	287983 GAS FOR FUEL STATIO
003918	PINE BELT OIL COMPAN	10734444		225417		2022 2 INV P	25,069.27	113021	287983 GAS FOR FUEL STATIO
003918	PINE BELT OIL COMPAN	10737204		225514		2022 2 INV P	24,127.34	113021	287983 GAS FOR FUEL STATIO
							69,482.98		
				ACCOUNT TOTAL			70,083.27		
				ORG 001000		TOTAL	73,317.66		
001003				CITY COUNCIL					
001003	606000					TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY			287273578351X1108202 0		2022 2 INV P	291.58	113021	287895 MB2016-287/WIRELESS
				ACCOUNT TOTAL			291.58		
				ORG 001003		TOTAL	291.58		
001015				CITY COURT					
001015	604900					OTHER PROFESSIONAL SERV.			
002564	COURT PROGRAMS INC	86		0		2022 2 INV P	4,110.00	113021	287924 MB# 2011-1-82-83 CO
003940	POLK-PAYTON, GAY ATT	23		0		2022 2 INV P	3,187.50	113021	287984 COURT PROTEM JUDGE
004482	TYLER TECHNOLOGIES IN	025-357317		0		2022 2 INV P	6,049.36	113021	288013 MB# 2020-29 COURT T
				ACCOUNT TOTAL			13,346.86		
001015	604901					OTHER PROF-TECHNOLOGY			
004057	RJ YOUNG COMPANY	INV4471813		0		2022 2 INV P	168.00	113021	287990 MB#2017-96 COURT RJ
				ACCOUNT TOTAL			168.00		
001015	606000					TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY			287273578351X1108202 0		2022 2 INV P	461.87	113021	287895 MB2016-287/WIRELESS
				ACCOUNT TOTAL			461.87		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001015	635000										
002136	ANOINTED HANDS SERVI	7062			0	BUILDING R&M	2022	2 INV P	684.43	113021	287889 MB# 2020-95 COURT M
						ACCOUNT TOTAL			684.43		
001015	699900										
004511	UNIVERSITY OF MISSIS	5498			0	SERVICES NOT SPECIFIED	2022	2 INV P	40.00	113021	288014 COURT HANDBOOK FOR
						ACCOUNT TOTAL			40.00		
						ORG 001015 TOTAL			14,701.16		
001020						MAYOR/ADMIN.					
001020	570000					MTR VEHICLE REP. PTS/SPL	2022	2 INV P	90.00	113021	287902 UNIT18564; HEATER R
002361	BURKETT RADIATOR SHO	67403			225614		2022	2 INV P	90.00	113021	287902 UNIT18564; HEATER R
						ACCOUNT TOTAL			90.00		
001020	606000					TELEPHONE AND TELEGRAPH	2022	2 INV P	172.28	113021	287895 MB2016-287/WIRELESS
002160	AT&T MOBILITY	287273578351X1108202	0				2022	2 INV P	172.28	113021	287895 MB2016-287/WIRELESS
						ACCOUNT TOTAL			172.28		
001020	611000					TRAVEL EXPENSE	2022	2 INV P	165.00	113021	287971 2021 MMCCA CONF H Y
003692	MS MUNICIPAL CLERKS	9162			0		2022	2 INV P	138.00	113021	288025 TRAV ADV H YOUNG MM
048274	YOUNG, HAZEL	9162A			0		2022	2 INV P	138.00	113021	288025 TRAV ADV H YOUNG MM
						ACCOUNT TOTAL			303.00		
001020	615000					ADVERTISING	2022	2 INV P	1,200.00	113021	287941 HUB AWARD ADVERTISE
002935	GREATER PINEBELT COM	11921			0		2022	2 INV P	4,825.00	113021	288024 CAREY ATHLETICS ADV
004651	WILLIAM CAREY UNIVER	AS20212022			0		2022	2 INV P	4,825.00	113021	288024 CAREY ATHLETICS ADV
						ACCOUNT TOTAL			6,025.00		
						ORG 001020 TOTAL			6,590.28		
001040						MUNICIPAL CLERK					
001040	641000					OFFICE EQUIPMENT RENT	2022	2 INV P	204.00	113021	287990 COPIER LEASE FOR CI
004057	RJ YOUNG COMPANY	INV4446435			0		2022	2 INV P	204.00	113021	287990 COPIER LEASE FOR CL
004057	RJ YOUNG COMPANY	INV4492957			0		2022	2 INV P	204.00	113021	287990 COPIER LEASE FOR CL
									408.00		
						ACCOUNT TOTAL			408.00		
						ORG 001040 TOTAL			408.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001042				ACCOUNTING DIV.							
001042	510000			CLEANING/JANITORIAL SPLY							
003772	NEWELL PAPER COMPANY	4119848		225510	2022	2	INV	P	264.00	113021	287976 PAPER TOWELS/TOILET
				ACCOUNT TOTAL					264.00		
				ORG 001042				TOTAL	264.00		
001045				PURCHASING DIV.							
001045	500300			PAPER							
004327	STANDARD OFFICE SUPP	5207604-0		225604	2022	2	INV	P	210.00	113021	288007 COPY PAPER / PURCHA
				ACCOUNT TOTAL					210.00		
001045	611000			TRAVEL EXPENSE							
003446	LONDON, SYLVESTER	9016A		223311	2022	2	INV	P	278.79	113021	287961 2021 MAGPPA ANL CON
				ACCOUNT TOTAL					278.79		
001045	636500			OFFICE EQUIPMENT R&M							
002406	CANON FINANCIAL SERV	27630939		0	2022	2	INV	P	231.65	113021	287904 MB2018-145/PURCHASI
				ACCOUNT TOTAL					231.65		
				ORG 001045				TOTAL	720.44		
001081				LOSS CONTROL							
001081	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X1108202	0	2022	2	INV	P		96.82	113021	287895 MB2016-287/WIRELESS
				ACCOUNT TOTAL					96.82		
				ORG 001081				TOTAL	96.82		
001090				URBAN DEVELOPMT							
001090	500300			PAPER							
004328	STAPLES	3492718402		225575	2022	2	INV	P	199.95	113021	288008 PAPER & KEYBOARD -
				ACCOUNT TOTAL					199.95		
001090	508000			COMPUTER SUPPLIES							
004328	STAPLES	3492842806		225575	2022	2	INV	P	23.99	113021	288008 PAPER & KEYBOARD -
				ACCOUNT TOTAL					23.99		
001090	604900			OTHER PROFESSIONAL SERV.							
047864	EMERGE COMMUNITY	1001		225680	2022	2	INV	P	15,457.69	113021	287934 E. HARDY CORRIDOR O
				ACCOUNT TOTAL					15,457.69		
001090	606000			TELEPHONE AND TELEGRAPH							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002160	AT&T MOBILITY	287273578351X1108202	0			2022	2	INV P	260.36	113021	287895 MB2016-287/WIRELESS
								ACCOUNT TOTAL	260.36		
001090	615000							ADVERTISING			
002477	CLARION LEDGER (ADVE	0004190680	0			2022	2	INV P	59.06	113021	287915 CITY WIDE ADS AND N
								ACCOUNT TOTAL	59.06		
								ORG 001090 TOTAL	16,001.05		
001091								INFO TECHNOLOGY			
001091	606000							TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351X1108202	0			2022	2	INV P	160.41	113021	287895 MB2016-287/WIRELESS
								ACCOUNT TOTAL	160.41		
								ORG 001091 TOTAL	160.41		
001092								GEN.GOV'T.BLDG			
001092	544000							HORT./LANDSCAPING SPLY.			
004279	SOUTHERN MS PINE STR	13091	225590			2022	2	INV P	125.00	113021	288001 P&R CITY HALL-PINE
								ACCOUNT TOTAL	125.00		
001092	630000							GAS			
004321	SPIRE ENERGY	G2021 11/9	0			2022	2	INV P	20.00	113021	288006 SPIRE VARIOUS DEPT
								ACCOUNT TOTAL	20.00		
001092	630500							ELECTRICITY			
003700	MS POWER COMPANY	E2021 11/9	0			2022	2	INV P	262.13	113021	287972 MISSISSIPPI POWER V
								ACCOUNT TOTAL	262.13		
001092	644900							OTHER RENT			
002720	EDWARDS PROPERTY MGM	12/2021	0			2022	2	INV P	1,100.00	113021	287931 DL STATION LEASE 12
								ACCOUNT TOTAL	1,100.00		
								ORG 001092 TOTAL	1,507.13		
001093								INTERMODAL FAC O&M			
001093	544000							HORT./LANDSCAPING SPLY.			
004279	SOUTHERN MS PINE STR	13090	225591			2022	2	INV P	437.50	113021	288001 P&R TRAIN DEPOT-PIN
								ACCOUNT TOTAL	437.50		
001093	635000							BUILDING R&M			
002100	AMERICAN AIR SPECIAL	111899	0			2022	2	INV P	217.25	113021	287888 SERVICE CALL TO JDS
002100	AMERICAN AIR SPECIAL	111900	0			2022	2	INV P	85.00	113021	287888 CHECKED SENSOR FLUS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									302.25		
ACCOUNT TOTAL									302.25		
ORG 001093 TOTAL									739.75		
001094 METRPLTN PLANG.											
001094	604900										
002160	AT&T MOBILITY	287273578351X1108202	0	2022	2	INV	P		37.23	113021	287895 MB2016-287/WIRELESS
ACCOUNT TOTAL									37.23		
001094 636500 OFFICE EQUIPMENT R&M											
004057	RJ YOUNG COMPANY	INV4492958	0	2022	2	INV	P		185.57	113021	287990 COPIER, 10/5/21-11/
ACCOUNT TOTAL									185.57		
ORG 001094 TOTAL									222.80		
001095 G/G INS.OTH SER											
001095 602500 LEGAL											
003090	HICKS LAW FIRM, LLC	10207	0	2022	2	INV	P		782.80	113021	287951 GENERAL LEGAL
003090	HICKS LAW FIRM, LLC	10208	0	2022	2	INV	P		820.00	113021	287951 ELECTION COMMISSION
003090	HICKS LAW FIRM, LLC	10209	0	2022	2	INV	P		760.00	113021	287951 RIELS VS. CIVIL SER
003090	HICKS LAW FIRM, LLC	10210	0	2022	2	INV	P		3,118.75	113021	287951 CLUB EMPIRE
									5,481.55		
003637	MONTAGUE, PITTMAN &	48650	0	2022	2	INV	P		1,500.00	113021	287966 GENERAL COUNSEL FOR
047351	LOWREY & FORTNER PA	34198	0	2022	2	INV	P		1,000.00	113021	287962 EL; ATTEND BOARD MT
ACCOUNT TOTAL									7,981.55		
001095 604900 OTHER PROFESSIONAL SERV.											
004694	ZAC FAIRLEY APPRAISA	1069	0	2022	2	INV	P		1,300.00	113021	288026 PPIN 26623 APPRAISA
048257	RILEY CHARLES DANIEL	INV00371	0	2022	2	INV	P		3,596.00	113021	287989 CUT 2 OAK TREES PIN
ACCOUNT TOTAL									4,896.00		
001095 606000 TELEPHONE AND TELEGRAPH											
002158	AT&T	L2021 11/13	0	2022	2	INV	P		97.67	113021	287891 AT&T BLUE LIGHTS 11
002158	AT&T	L2021-11/4	0	2022	2	INV	P		148.50	113021	287891 BLUE LIGHTS ON THE
002158	AT&T	M8183270010594 11/21	0	2022	2	INV	P		6,450.00	113021	287892 CITY WIDE LONG DITA
									6,696.17		
ACCOUNT TOTAL									6,696.17		
ORG 001095 TOTAL									19,573.72		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100				POLICE/PUB.SFTY							
001100	511200			SUPPLIES-DOJ CORONA VIR							
	003772	NEWELL PAPER COMPANY	617422	225545	2022	2	INV	P	1,208.88	113021	287976 GLOVES -CORONA VIRU
				ACCOUNT TOTAL					1,208.88		
001100	525000			GAS AND OIL							
	002869	FUELMAN OF MS	NP61084010	0	2022	2	INV	P	31.64	113021	287939 FUELMAN CHARGE 11/8
				ACCOUNT TOTAL					31.64		
001100	570000			MTR VEHICLE REP. PTS/SPL							
	002160	AT&T MOBILITY	287273861504X1108202	0	2022	2	INV	P	1,884.01	113021	287895 MB2106-287/GPS TRAC
	003915	PINE BELT CDJR, INC	58987	220995	2022	2	INV	P	505.32	113021	287982 HOSES FOR STOCK-HPD
	047052	DANA SAFETY	756969	223144	2022	2	INV	P	1,234.60	113021	287927 LIGHTS FOR MOTORS U
				ACCOUNT TOTAL					3,623.93		
001100	604900			OTHER PROFESSIONAL SERV.							
	002473	CIOX HEALTH	0354652642	0	2022	2	INV	P	14.60	113021	287913 MEDICAL RECORDS RET
	002473	CIOX HEALTH	0354652851	0	2022	2	INV	P	14.15	113021	287913 MEDICAL RECORDS RET
	002473	CIOX HEALTH	0354652994	0	2022	2	INV	P	14.00	113021	287913 MEDICAL RECORDS RET
	002473	CIOX HEALTH	0354653206	0	2022	2	INV	P	14.90	113021	287913 MEDICAL RECORDS RET
	002473	CIOX HEALTH	0354653466	0	2022	2	INV	P	16.25	113021	287913 MEDICAL RECORDS RET
									73.90		
	047246	HERITAGE ENTER	cs2021-061	0	2022	2	INV	P	482.57	113021	287950 HEADSHOTS FOR CHIEF
				ACCOUNT TOTAL					556.47		
001100	606000			TELEPHONE AND TELEGRAPH							
	002158	AT&T	0563149329001 11/15	0	2022	2	INV	P	133.51	113021	287894 POLICE DISPATCH 8/1
	002158	AT&T	54549101030591 10/21	0	2022	2	INV	P	186.52	113021	287893 10/21 POLICE DISPAT
	002158	AT&T	L2021-11/08	0	2022	2	INV	P	76.00	113021	287891 AT&T -POLICE DEPT-1
									396.03		
	002160	AT&T MOBILITY	287273578351X1108202	0	2022	2	INV	P	2,115.24	113021	287895 MB2016-287/WIRELESS
				ACCOUNT TOTAL					2,511.27		
001100	612000			FREIGHT							
	004593	WATCH GUARD VIDEO	4REINV0013212	220969	2022	2	INV	P	59.13	113021	288020 WATCHGUARD FOR 10 N
	047052	DANA SAFETY	756969	223144	2022	2	INV	P	33.00	113021	287927 LIGHTS FOR MOTORS U
				ACCOUNT TOTAL					92.13		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100	630000										
004321	SPIRE ENERGY		G2021	11/9	0	2022	2	INV P	1,320.02	113021	288006 SPIRE VARIOUS DEPT
ACCOUNT TOTAL									1,320.02		
001100	638400										
002169	AUTOMOTIVE GLASS SPE		1243973		225444	2022	2	INV P	395.00	113021	287897 WINDSHIEL REPAIR UN
ACCOUNT TOTAL									395.00		
001100	639800										
003389	LARRY'S WRECKER SERV		8917		0	2022	2	INV P	55.00	113021	287960 TOWING OF UNIT#1970
003389	LARRY'S WRECKER SERV		8920		0	2022	2	INV P	55.00	113021	287960 TOWING OF VEHICLE F
003389	LARRY'S WRECKER SERV		9109		0	2022	2	INV P	55.00	113021	287960 TOWING OF UNIT#1759
003389	LARRY'S WRECKER SERV		9113		0	2022	2	INV P	65.00	113021	287960 TOWING OF UNIT#1676
003389	LARRY'S WRECKER SERV		9115		0	2022	2	INV P	55.00	113021	287960 TOWING OF UNIT#1970
003389	LARRY'S WRECKER SERV		9117		0	2022	2	INV P	55.00	113021	287960 TOWING OF UNTI#1934
									340.00		
ACCOUNT TOTAL									340.00		
001100	740000										
004593	WATCH GUARD VIDEO		4REINV0013212		220969	2022	2	INV P	5,390.87	113021	288020 WATCHGUARD FOR 10 N
047052	DANA SAFETY		750383		223447	2022	2	INV P	24,900.00	113021	287927 CONSOLE & LIGHTING
ACCOUNT TOTAL									30,290.87		
ORG 001100 TOTAL									40,370.21		
001131	500300										
002527	COMMERCIAL STATIONER		452853-0		225609	2022	2	INV P	92.32	113021	287920 P/F SUPPLIES
ACCOUNT TOTAL									92.32		
001131	501000										
002527	COMMERCIAL STATIONER		452853-0		225609	2022	2	INV P	290.74	113021	287920 P/F SUPPLIES
ACCOUNT TOTAL									290.74		
001131	510000										
002527	COMMERCIAL STATIONER		452853-0		225609	2022	2	INV P	296.45	113021	287920 P/F SUPPLIES
004257	SOLUTIONS OF NEW ORL		21764		225111	2022	2	INV P	304.96	113021	288000 P/F CLEANING
ACCOUNT TOTAL									601.41		
001131	535500										
002728	ELITE SCREEN PRINTIN		40483		225211	2022	2	INV P	240.00	113021	287932 P/F CLOTHING

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			240.00			
001131	535600				WEARING APPAREL-FIRE						
040842	CHARLIE'S TROPHY	20194269		225518	2022	2	INV P	270.00	113021	287909	P/F CLOTHING
					ACCOUNT TOTAL			270.00			
001131	559000				OTHER OPERATING MATL/SPLY						
002607	CUSTOM CREATIONS	17570		221247	2022	2	INV P	30.00	113021	287925	P/F FLAG PRINTING
					ACCOUNT TOTAL			30.00			
001131	6110FR				MINOR EQUIPMENT-FIRE						
002481	CLARK, JOSEPH	9151		0	2022	2	INV P	92.00	113021	287916	P/F TRAV REIMBUR TO
048124	ROBERT SMITH	9152		0	2022	2	INV P	138.00	113021	287992	P/F TRAV REIMBUR TO
					ACCOUNT TOTAL			230.00			
001131	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2021 11/9		0	2022	2	INV P	1,423.75	113021	287972	MISSISSIPPI POWER V
					ACCOUNT TOTAL			1,423.75			
001131	644900				OTHER RENT						
004057	RJ YOUNG COMPANY	INV4452325		0	2022	2	INV P	198.00	113021	287990	P/F COPIER RENTAL
004057	RJ YOUNG COMPANY	INV4499091		0	2022	2	INV P	274.05	113021	287990	P/F COPIER RENTAL
								472.05			
					ACCOUNT TOTAL			472.05			
					ORG 001131 TOTAL			3,650.27			
FIRE DIVISION											
001160	500300				PAPER						
003810	OFFICE PRODUCTS PLUS	957679-0		225095	2022	2	INV P	115.77	113021	287979	HFD ADMIN & PREV OF
					ACCOUNT TOTAL			115.77			
001160	501000				OTHER EXPENDABLE OFF.SPL						
003810	OFFICE PRODUCTS PLUS	957679-0		225095	2022	2	INV P	101.75	113021	287979	HFD ADMIN & PREV OF
					ACCOUNT TOTAL			101.75			
001160	510000				CLEANING/JANITORIAL SPLY						
003810	OFFICE PRODUCTS PLUS	957679-0		225095	2022	2	INV P	75.33	113021	287979	HFD ADMIN & PREV OF
003810	OFFICE PRODUCTS PLUS	957679-1		225095	2022	2	INV P	153.66	113021	287979	HFD ADMIN & PREV OF
								228.99			
					ACCOUNT TOTAL			228.99			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001160	560000			BUILDING MATERIALS & SPL					
047525	DELTA INDUSTIRES	740801	225455	2022	2	INV P	1,085.00	113021	287928 HFD CONCRETE FOR ST
ACCOUNT TOTAL							1,085.00		
001160	570000			MTR VEHICLE REP. PTS/SPL					
002160	AT&T MOBILITY	287273861504X1108202	0	2022	2	INV P	536.64	113021	287895 MB2106-287/GPS TRAC
003746	NAPA AUTO PARTS	5930-640347	225559	2022	2	INV P	42.60	113021	287974 HFD REPLACEMENT LIG
ACCOUNT TOTAL							579.24		
001160	606000			TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X1108202	0	2022	2	INV P	215.00	113021	287895 MB2016-287/WIRELESS
ACCOUNT TOTAL							215.00		
001160	611000			TRAVEL EXPENSE					
004343	STEWART, SHERROCKO	OT#9071	0	2022	2	INV P	184.00	113021	288009 HFD CHIEF STEWART T
ACCOUNT TOTAL							184.00		
001160	630000			GAS					
004321	SPIRE ENERGY	G2021 11/15	0	2022	2	INV P	115.41	113021	288006 SPIRE VARIOUS DEPT
004321	SPIRE ENERGY	G2021 11/19	0	2022	2	INV P	318.79	113021	288006 SPIRE G2021 11/19
004321	SPIRE ENERGY	G2021 11/9	0	2022	2	INV P	63.86	113021	288006 SPIRE VARIOUS DEPT
							498.06		
ACCOUNT TOTAL							498.06		
001160	630500			ELECTRICITY					
003700	MS POWER COMPANY	E2021 11/9	0	2022	2	INV P	346.94	113021	287972 MISSISSIPPI POWER V
004282	SOUTHERN PINE ELECTR	E2021 11/16	0	2022	2	INV P	53.49	113021	288002 SOUTHERN PINE VARIO
ACCOUNT TOTAL							400.43		
001160	642500			CYLINDER RENT					
002071	AIRGAS USA LLC (NORD 9983675272		0	2022	2	INV P	36.43	113021	287884 HFD OXYGEN CYLINDER
ACCOUNT TOTAL							36.43		
001160	684500			REGISTRATION FEE/TUITION					
003682	MS FIRE CHIEFS ASSN	OT#9071-R	0	2022	2	INV P	85.00	113021	287969 HFD CHIEF STEWART M
ACCOUNT TOTAL							85.00		
ORG 001160 TOTAL							3,529.67		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001180				LAND DEVEL.ADM.							
001180	501000			OTHER EXPENDABLE OFF.SPL							
004328	STAPLES	3492718403		225581	2022	2	INV	P	251.05	113021	288008 CLASSIFICATION FOLD
				ACCOUNT TOTAL					251.05		
001180	570000			MTR VEHICLE REP. PTS/SPL							
004514	UNIVERSITY TIRE & SE	INV185094		225548	2022	2	INV	P	30.75	113021	288015 OIL CHANGE, UNIT 14
004514	UNIVERSITY TIRE & SE	INV185470		225579	2022	2	INV	P	296.68	113021	288015 FRONT TIRES, BALANC
									327.43		
				ACCOUNT TOTAL					327.43		
001180	604900			OTHER PROFESSIONAL SERV.							
002160	AT&T MOBILITY	287273861504X1108202 0		2022	2	INV	P		204.30	113021	287895 MB2106-287/GPS TRAC
				ACCOUNT TOTAL					204.30		
001180	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X1108202 0		2022	2	INV	P		871.30	113021	287895 MB2016-287/WIRELESS
				ACCOUNT TOTAL					871.30		
001180	638400			MOTOR VEHICLE EQ. R&M							
004514	UNIVERSITY TIRE & SE	INV185094		225548	2022	2	INV	P	20.95	113021	288015 OIL CHANGE, UNIT 14
004514	UNIVERSITY TIRE & SE	INV185470		225579	2022	2	INV	P	130.95	113021	288015 FRONT TIRES, BALANC
									151.90		
				ACCOUNT TOTAL					151.90		
				ORG 001180 TOTAL					1,805.98		
001190				P/S CONTRAC.SER							
001190	686500			EMERGENCY MGMT.CONTRIB.							
002734	EMERGENCY MANAGEMENT QE 12/21		0	2022	2	INV	P		35,000.00	113021	287935 COH CONTRIB QE 12/3
				ACCOUNT TOTAL					35,000.00		
				ORG 001190 TOTAL					35,000.00		
001191				TRAFFIC MAINT.							
001191	554000			TRAFFIC CONTROL EQ. SPLY.							
004412	TEMPLE INC	invo213745		225073	2022	2	INV	P	4,804.00	113021	288010 TRAFFIC SCHOOL ZONE
				ACCOUNT TOTAL					4,804.00		
001191	554500			TRAFFIC SIGNS							
002608	CUSTOM PRODUCTS CORP	361174		225440	2022	2	INV	P	140.08	113021	287926 18X24 CAUTION SPEED

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004316	SPEEDY PRINTING & SI	29630	225384	2022	2	INV	P		24.00	113021	288005 TRAFFIC STREET MARK
004316	SPEEDY PRINTING & SI	29670	225535	2022	2	INV	P		168.00	113021	288005 TRAFFIC STREET MARK
004316	SPEEDY PRINTING & SI	29698	225657	2022	2	INV	P		20.00	113021	288005 FDC SIGN FOR SKIP C
									212.00		
ACCOUNT TOTAL									352.08		
001191	570000		MTR VEHICLE REP. PTS/SPL								
003915	PINE BELT CDJR, INC	516937	225644	2022	2	INV	P		494.85	113021	287982 TRAFFIC TRUCK 20052
ACCOUNT TOTAL									494.85		
001191	606000		TELEPHONE AND TELEGRAPH								
002160	AT&T MOBILITY	287273578351X1108202	0	2022	2	INV	P		71.59	113021	287895 MB2016-287/WIRELESS
ACCOUNT TOTAL									71.59		
001191	630000		GAS								
004321	SPIRE ENERGY	G2021 11/9	0	2022	2	INV	P		59.90	113021	288006 SPIRE VARIOUS DEPT
ACCOUNT TOTAL									59.90		
001191	643000		UNIFORM RENT								
002471	CINTAS CORPORATION #	4101651729	0	2022	2	INV	P		25.42	113021	287910 TRAFFIC UNIFORM SC
002471	CINTAS CORPORATION #	4102443785	0	2022	2	INV	P		25.42	113021	287910 TRAFFIC UNIFORM SC
									50.84		
ACCOUNT TOTAL									50.84		
001191	643500		MOP-MAT-RAG RENT								
002471	CINTAS CORPORATION #	4101651171	0	2022	2	INV	P		7.26	113021	287910 TRAFFIC MATS SC/820
002471	CINTAS CORPORATION #	4102443327	0	2022	2	INV	P		7.26	113021	287910 TRAFFIC MATS SC/820
									14.52		
ACCOUNT TOTAL									14.52		
ORG 001191 TOTAL									5,847.78		
001201			STREET DIV.								
001201	540000		ASPHALT & ASPHALT PROD.								
004586	WARREN PAVING INC	53150	225000	2022	2	INV	P		283.36	113021	288017 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC	53164	225000	2022	2	INV	P		87.92	113021	288017 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC	53172	225000	2022	2	INV	P		125.87	113021	288017 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC	53572	225000	2022	2	INV	P		122.07	113021	288017 ASPHALT FOR VARIOUS
									619.22		
ACCOUNT TOTAL									619.22		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
001201	570000			MTR	VEHICLE	REP. PTS/SPL					
002160	AT&T MOBILITY	287273861504x1108202	0	2022	2	INV P	2,590.65	113021	287895	MB2106-287/GPS TRAC	
004316	SPEEDY PRINTING & SI	29653	225475	2022	2	INV P	60.00	113021	288005	LETTERS/UNIT#14146	
ACCOUNT TOTAL							2,650.65				
001201	604900			OTHER	PROFESSIONAL	SERV.					
047421	HARDY VEGETATION	220421-1	0	2022	2	INV P	12,450.00	113021	287946	MB2021-35DITCH AND	
ACCOUNT TOTAL							12,450.00				
001201	636099			LONG RANGE	PAVING	PLAN					
047056	WARREN PAVING INC	225291.1	225291	2022	2	INV P	5,990.57	113021	288018	PAVE ALLEY (RYAN ST	
ACCOUNT TOTAL							5,990.57				
001201	638400			MOTOR	VEHICLE	EQ. R&M					
002169	AUTOMOTIVE GLASS SPE	1246876	223764	2022	2	INV P	395.00	113021	287897	WINDOW/UNIT 17018	
003476	MAACO COLLISION REPA	25999	225032	2022	2	INV P	2,601.40	113021	287963	REPAIRS/14146	
ACCOUNT TOTAL							2,996.40				
001201	638700			AGRICULTURAL	EQ. R&M						
003380	LANCASTER'S MACHINE	25019	225222	2022	2	INV P	485.00	113021	287959	WELD STEEL PLATE BA	
003380	LANCASTER'S MACHINE	25040	225495	2022	2	INV P	325.00	113021	287959	REPAIRS/UNIT#16237	
							810.00				
003986	PUCKETT MACHINERY CO	WOHB5293414	225484	2022	2	INV P	1,456.63	113021	287986	REPAIRS/UNIT#18035	
ACCOUNT TOTAL							2,266.63				
001201	643000			UNIFORM	RENT						
002471	CINTAS CORPORATION #	4101650643	0	2022	2	INV P	40.90	113021	287910	UNIFORM SC 82000447	
002471	CINTAS CORPORATION #	4101651379	0	2022	2	INV P	8.44	113021	287910	UNIFORM SC 82000447	
002471	CINTAS CORPORATION #	4101651490	0	2022	2	INV P	61.78	113021	287910	UNIFORM SC 82000447	
002471	CINTAS CORPORATION #	4101651600	0	2022	2	INV P	128.82	113021	287910	UNIFORM SC 82000447	
002471	CINTAS CORPORATION #	4101651763	0	2022	2	INV P	56.38	113021	287910	UNIFORMS SC 8200044	
							296.32				
ACCOUNT TOTAL							296.32				
ORG 001201 TOTAL							27,269.79				
001202				STREET	LIGHTS						
001202	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021 11/9	0	2022	2	INV P	2,313.59	113021	287972	MISSISSIPPI POWER V	
003873	PEARL RIVER VALLEY E	2022 11/8	0	2022	2	INV P	1,286.13	113021	287981	PEARL RIVER VALLEY	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004282	SOUTHERN PINE ELECTR	E2021	11/15		0	2022	2	INV P	68.85	113021	288002 SOUTHERN PINE ELECT
								ACCOUNT TOTAL	3,668.57		
						ORG 001202		TOTAL	3,668.57		
001203								ENGR/PUBLIC SER			
001203	601500							ENGINEERING			
003764	NEEL-SCHAFFER INC	1074996			0	2022	2	INV P	4,583.33	113021	287975 MB 2017-486 MS4 MAN
								ACCOUNT TOTAL	4,583.33		
001203	606000							TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351X1108202	0			2022	2	INV P	214.64	113021	287895 MB2016-287/WIRELESS
								ACCOUNT TOTAL	214.64		
						ORG 001203		TOTAL	4,797.97		
001204								SHOP DIVISION			
001204	630500							ELECTRICITY			
003700	MS POWER COMPANY	E2021	11/9		0	2022	2	INV P	1,676.09	113021	287972 MISSISSIPPI POWER V
								ACCOUNT TOTAL	1,676.09		
001204	642500							CYLINDER RENT			
002071	AIRGAS USA LLC (NORD 9983675270				0	2022	2	INV P	357.02	113021	287884 CYLINDER RENTAL/PW
								ACCOUNT TOTAL	357.02		
001204	643000							UNIFORM RENT			
002471	CINTAS CORPORATION # 4100968734				0	2022	2	INV P	76.84	113021	287910 UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION # 4100968905				0	2022	2	INV P	72.03	113021	287910 UNIFORM RENTAL/PWSH
002471	CINTAS CORPORATION # 4101651420				0	2022	2	INV P	49.00	113021	287910 UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION # 4101651637				0	2022	2	INV P	69.28	113021	287910 UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION # 4102443678				0	2022	2	INV P	86.07	113021	287910 UNIFORM RENTAL/PW S
									353.22		
								ACCOUNT TOTAL	353.22		
						ORG 001204		TOTAL	2,386.33		
001205								G O & F S DIV.			
001205	604900							OTHER PROFESSIONAL SERV.			
003186	INSTALLATION PLUS	9717			0	2022	2	INV P	800.00	113021	287953 ANNUAL DEQ TEST AND
003918	PINE BELT OIL COMPAN	10735722			0	2022	2	INV P	98.00	113021	287983 REPAIRS ON HOSE AT
								ACCOUNT TOTAL	898.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001205	606000						TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X1108202	0				2022 2 INV P			483.23 113021		287895 MB2016-287/WIRELESS
ACCOUNT TOTAL										483.23		
001205	639400						DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	1835429-11/17	0				2022 2 INV P			235.00 113021		287949 HAVARD PEST CONTROL
ACCOUNT TOTAL										235.00		
ORG 001205 TOTAL										1,616.23		
001207						CONSTRUCTION						
001207	559000						OTHER OPERATING MATL/SPLY					
003809	OFFICE DEPOT INC	2528162749		225071			2022 2 INV P			76.95 113021		287978 OFFICE SUPPLIES/CON
ACCOUNT TOTAL										76.95		
001207	560500						ELECTRICAL SUPPLIES					
002901	GTLKEY ELECTRIC SUPP	345868		225270			2022 2 INV P			70.00 113021		287940 FLUKE TESTERS/CONST
004256	SOLAR SUPPLY INC	3447281		225610			2022 2 INV P			646.54 113021		287999 TOOLS FOR A/C/CONST
004256	SOLAR SUPPLY INC	3447367		225632			2022 2 INV P			666.46 113021		287999 PUMP FOR NEW A/C TE
										1,313.00		
ACCOUNT TOTAL										1,383.00		
001207	570000						MTR VEHICLE REP. PTS/SPL					
002166	AUTO ARMATURE SERVIC	26492		225512			2022 2 INV P			145.95 113021		287896 CONSTRUCTION BATTER
003746	NAPA AUTO PARTS	5930-640236		225504			2022 2 INV P			133.23 113021		287974 PARTS FOR VEHICLES/
003746	NAPA AUTO PARTS	5930-640473		225555			2022 2 INV P			39.50 113021		287974 CONSTRUCTION RACK &
003746	NAPA AUTO PARTS	5930-640734		225637			2022 2 INV P			93.32 113021		287974 PARTS FOR VEHICLE U
										266.05		
ACCOUNT TOTAL										412.00		
001207	604900						OTHER PROFESSIONAL SERV.					
002523	COMCAST CABLEVISION	8396410730734155/11	0				2022 2 INV P			6.26 113021		287919 SRV11/01-30/2021/TR
ACCOUNT TOTAL										6.26		
001207	606000						TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X1108202	0				2022 2 INV P			123.18 113021		287895 MB2016-287/WIRELESS
ACCOUNT TOTAL										123.18		
001207	642500						CYLINDER RENT					
002071	AIRGAS USA LLC (NORD	9983675271	0				2022 2 INV P			160.78 113021		287884 CYLINDER RENTAL/10.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									160.78		
001207	643000				UNIFORM RENT						
002471	CINTAS CORPORATION # 4102443602	0	2022	2	INV	P	49.00	113021	287910	UNIFORM RENTAL/CONS	
ACCOUNT TOTAL									49.00		
ORG 001207 TOTAL									2,211.17		
001220	SANITATION DIV.										
001220	560000				BUILDING MATERIALS & SPL						
004176	SHERWIN-WILLIAMS COM 1027-1	225718	2022	2	INV	P	81.45	113021	287996	WALL REPAIR MATERIA	
ACCOUNT TOTAL									81.45		
001220	570000				MTR VEHICLE REP. PTS/SPL						
002738	EMPIRE TRUCK SALES (CE0006187942:01	225619	2022	2	INV	P	502.17	113021	287936	FRONT BRAKE FOR 200	
002738	EMPIRE TRUCK SALES (CE006187858:01	225659	2022	2	INV	P	210.06	113021	287936	UNIT 20090 TENSIONE	
002738	EMPIRE TRUCK SALES (CE006187943:01	225660	2022	2	INV	P	137.35	113021	287936	BRAKE SHOES FOR 200	
							849.58				
003114	HOL-MAC CORPORATION 380269	225370	2022	2	INV	P	452.82	113021	287952	UNIT 14406 ANCHOR B	
003380	LANCASTER'S MACHINE 25044	225592	2022	2	INV	P	728.00	113021	287959	UNIT 15893 LOADING	
004120	SANSOM EQUIPMENT CO P02219	225537	2022	2	INV	P	510.24	113021	287993	UNITS 20091 & 20072	
004120	SANSOM EQUIPMENT CO P02220	225539	2022	2	INV	P	2,602.50	113021	287993	ESTIMATE 001333 PAR	
004120	SANSOM EQUIPMENT CO P02236	225515	2022	2	INV	P	995.69	113021	287993	PARTS ESTIMATE FOR	
							4,108.43				
004139	SCOTTS HYDRAULIC SER 48220	225616	2022	2	INV	P	875.50	113021	287994	UNIT 19755 MOTOR GR	
004139	SCOTTS HYDRAULIC SER 48296	225715	2022	2	INV	P	600.00	113021	287994	UNIT 14406 JOY STIC	
							1,475.50				
004297	SOUTHERN TIRE MART (2520075971	225334	2022	2	INV	P	170.00	113021	288004	UNIT 14408 SERVICE	
004597	WATERS INTERNATIONAL 08P818725	225560	2022	2	INV	P	28.54	113021	288021	UNIT 19887 MOLDED H	
ACCOUNT TOTAL									7,812.87		
001220	612000				FREIGHT						
002738	EMPIRE TRUCK SALES (CE006187858:01	225659	2022	2	INV	P	30.00	113021	287936	UNIT 20090 TENSIONE	
004120	SANSOM EQUIPMENT CO P02219	225537	2022	2	INV	P	19.82	113021	287993	UNITS 20091 & 20072	
004597	WATERS INTERNATIONAL 08P818725	225560	2022	2	INV	P	15.00	113021	288021	UNIT 19887 MOLDED H	
ACCOUNT TOTAL									64.82		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
001220	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2021 11/9		0	2022	2	INV P	443.19	113021	287972	MISSISSIPPI POWER V
ACCOUNT TOTAL								443.19			
001220	639800				TOW IN CHARGES						
003253	JOHNNY'S WRECKER SER 42932			0	2022	2	INV P	350.00	113021	287956	TOW UNIT 19887 TO E
ACCOUNT TOTAL								350.00			
001220	643000				UNIFORM RENT						
002471	CINTAS CORPORATION # 4101651937			0	2022	2	INV P	198.11	113021	287910	SC8200044758 SANIT.
002471	CINTAS CORPORATION # 4102443938			0	2022	2	INV P	238.11	113021	287911	SC8200044758 SANITA
								436.22			
002472	CINTAS FIRST AID J71 5085171263			0	2022	2	INV P	219.30	113021	287912	DISP. GLOVES/LYSOL
ACCOUNT TOTAL								655.52			
001220	643500				MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION # 4101651380			0	2022	2	INV P	32.19	113021	287910	SC8200044758 SANIT.
002471	CINTAS CORPORATION # 4102443360			0	2022	2	INV P	32.19	113021	287911	SC8200044758 SANITA
								64.38			
ACCOUNT TOTAL								64.38			
001220	688000				TIPPING FEES						
004591	WASTE MANAGEMENT OF 0012986-2526-8			0	2022	2	INV P	770.13	113021	288019	MB 2003-5/484-SANIT
ACCOUNT TOTAL								770.13			
ORG 001220 TOTAL								10,242.36			
001250	HEALTH DIVISION										
001250	513000				CHEMICALS						
002443	CERTIFIED LABORATORI 7570911			225237	2022	2	INV P	4,997.50	113021	287907	WEED KILLER FOR DIT
ACCOUNT TOTAL								4,997.50			
001250	575500				AGRICLTR L REPAIR PTS/SPL						
002083	ALLBRITTON CHAIN SAW 86858			225257	2022	2	INV P	767.60	113021	287886	LAWN MOWER PARTS
002083	ALLBRITTON CHAIN SAW 87032			225366	2022	2	INV P	288.00	113021	287886	LAWN MOWER BLADES
002083	ALLBRITTON CHAIN SAW 87324			225481	2022	2	INV P	201.77	113021	287886	AIR FILTER PUBLIC W
002083	ALLBRITTON CHAIN SAW 87325			225572	2022	2	INV P	70.20	113021	287886	CARBURETOR HEALTH P
002083	ALLBRITTON CHAIN SAW 87395			222276	2022	2	INV P	231.30	113021	287886	HANDLE BAR
								1,558.87			
003843	PARISH TRACTOR (HATT 02-186950			225100	2022	2	INV P	318.69	113021	287980	PIN WELDMENT & CLEV

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											1,877.56		
001250	612000	FREIGHT		225100	2022	2	INV	P	20.00	113021	287980	PIN WELDMENT & CLEV	
003843	PARISH TRACTOR (HATT 02-186950												
ACCOUNT TOTAL											20.00		
ORG 001250 TOTAL											6,895.06		
001402	ECONOMIC DEV.												
001402	682001	FCIPC/AREA DEV. PRTNRSHIP		0	2022	2	INV	P	58,750.00	113021	287914	COH CONTRIB Q/E 12/	
001034	CITY OF HATTIESBURG	087001.3456	12/21										
ACCOUNT TOTAL											58,750.00		
ORG 001402 TOTAL											58,750.00		
001551	AIRPORT DIV.												
001551	604900	OTHER PROFESSIONAL SERV.		0	2022	2	INV	P	4,930.00	113021	288011	AIRPORT FOLIAGE SPR	
004440	TIMCOACRE, LLC	21-2679573											
ACCOUNT TOTAL											4,930.00		
001551	630500	ELECTRICITY		0	2022	2	INV	P	1,357.78	113021	287972	MISSISSIPPI POWER V	
003700	MS POWER COMPANY	E2021	11/9										
ACCOUNT TOTAL											1,357.78		
ORG 001551 TOTAL											6,287.78		
001553	CEMETERY DIV												
001553	559000	OTHER OPERATING MATL/SPLY		0	2022	2	INV	P	66.83	113021	287884		
002071	AIRGAS USA LLC (NORD 9983675269												
ACCOUNT TOTAL											66.83		
001553	570000	MTR VEHICLE REP. PTS/SPL		225674	2022	2	INV	P	93.93	113021	287905	BRAKE PARTS FOR UNI	
002413	CARQUEST AUTO PARTS	14758-4581											
ACCOUNT TOTAL											93.93		
001553	575500	AGRICLTR REPAIR PTS/SPL		225689	2022	2	INV	P	86.97	113021	287905	EQUIPMENT FILTERS A	
002413	CARQUEST AUTO PARTS	14758-4598											
003034	HATTIESBURG HYDRAULI	92538	225684	2022	2	INV	P	44.31	113021	287948	HYDRAULIC FITTINGS		
ACCOUNT TOTAL											131.28		
001553	606000	TELEPHONE AND TELEGRAPH		0	2022	2	INV	P	181.77	113021	287895	MB2016-287/WIRELESS	
002160	AT&T MOBILITY	287273578351X1108202											
ACCOUNT TOTAL											181.77		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001553	638400					MOTOR VEHICLE EQ. R&M			
004297	SOUTHERN TIRE MART (	2520078085	225441	2022 2 INV P		408.95	113021	288004	TIRE FOR UNIT #2114
ACCOUNT TOTAL						408.95			
ORG 001553 TOTAL						882.76			
001560				PARKING OPER.					
001560	640200					PARKING GARAGE/LOT RENT			
003789	NORFOLK SOUTHERN COR	92317899	0	2022 2 INV P		2,111.52	113021	287977	LEASE RR PKG LOT DE
ACCOUNT TOTAL						2,111.52			
ORG 001560 TOTAL						2,111.52			
FUND 001 REVENUES						TOTAL:	351,918.25		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002300					PKS/REC-RECREATION MAINT. DIV.							
002300 510000					CLEANING/JANITORIAL SPLY							
002729	ELKINS	WHOLESALE	INC	467120	225223	2022	2	INV	P	411.20	113021	287933 P&R GRNDS MAINT-JAN
002729	ELKINS	WHOLESALE	INC	468176	225387	2022	2	INV	P	1,227.18	113021	287933 P&R GRNDS MAINT JAN
002729	ELKINS	WHOLESALE	INC	468176-01	225387	2022	2	INV	P	145.89	113021	287933 P&R GRNDS MAINT JAN
										1,784.27		
ACCOUNT TOTAL										1,784.27		
002300 525500					LUBRICANTS							
002413	CARQUEST	AUTO	PARTS	14758-4567	225671	2022	2	INV	P	129.48	113021	287905 P&R GRNDS MAINT-EQU
ACCOUNT TOTAL										129.48		
002300 544000					HORT./LANDSCAPING SPLY.							
002023	A & R FARM	AND	GARDE	351260	225451	2022	2	INV	P	20,490.00	113021	287881 P&R TWO QUOTE- RYE
002507	COLEMAN	NURSERY		0021925	225546	2022	2	INV	P	90.00	113021	287918 P&R VETERAN PARK-RE
004547	VESELY'S	NURSERY		225547	225547	2022	2	INV	P	261.00	113021	288016 P&R VETERAN PARK-PL
ACCOUNT TOTAL										20,841.00		
002300 551000					RECREATIONAL SUPPLIES							
002177	B S N	SPORTS		914535431	225497	2022	2	INV	P	680.00	113021	287898 P&R TATUM TENNIS- R
004043	RICHARDSON	ATHLETICS		36294	225294	2022	2	INV	P	2,659.98	113021	287988 P&R REC MAINT-REC S
ACCOUNT TOTAL										3,339.98		
002300 561000					PLUMBING SUPPLIES							
003543	MCELHANEY	PLUMBING	I	290096	225528	2022	2	INV	P	148.24	113021	287964 P&R TATUM TENNIS-PL
ACCOUNT TOTAL										148.24		
002300 570000					MTR VEHICLE REP. PTS/SPL							
003246	JERRY'S	AUTOMOTIVE	R	21431	225533	2022	2	INV	P	1,607.84	113021	287955 P&R TRK UNIT 21625-
ACCOUNT TOTAL										1,607.84		
002300 575000					COMMUNICATION REPAIR PTS							
002535	COMSOUTH			199220	225329	2022	2	INV	P	194.45	113021	287921 P&R RADIO UNIT 1629
ACCOUNT TOTAL										194.45		
002300 602000					CONSULTANT SERV/SURVEYS							
003764	NEEL-SCHAFFER	INC		1074953	0	2022	2	INV	P	2,733.51	113021	287975 MB 2011-4/307 GORDO
ACCOUNT TOTAL										2,733.51		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
002300	604900					OTHER PROFESSIONAL SERV.			
002275	BLUE DOLPHIN POOLS	44222	0	2022	2	INV P	720.00	113021	287900 P&R VET/CITYHALL/CU
004477	TURNER, JASON	111121	0	2022	2	INV P	575.00	113021	288012 COMMERCIAL SOUND,
						ACCOUNT TOTAL	1,295.00		
002300	612000					FREIGHT			
004043	RICHARDSON ATHLETICS	36294	225294	2022	2	INV P	384.67	113021	287988 P&R REC MAINT-REC S
						ACCOUNT TOTAL	384.67		
002300	638000					FIXED EQUIPMENT R&M			
003242	JEFCOAT FENCE OF HAT	0023398	225464	2022	2	INV P	985.94	113021	287954 P&R MAINT SHOP-LABO
						ACCOUNT TOTAL	985.94		
002300	638400					MOTOR VEHICLE EQ. R&M			
003246	JERRY'S AUTOMOTIVE R	21431	225533	2022	2	INV P	446.55	113021	287955 P&R TRK UNIT 21625-
						ACCOUNT TOTAL	446.55		
002300	638700					AGRICULTURAL EQ. R&M			
003380	LANCASTER'S MACHINE	25039	225549	2022	2	INV P	825.00	113021	287959 P&R TRAILER UNIT 18
						ACCOUNT TOTAL	825.00		
002300	644900					OTHER RENT			
047043	PORTABLE TOILETS	83628	0	2022	2	INV P	3,288.00	113021	287985 P&R: TOWN SQ PARK-L
						ACCOUNT TOTAL	3,288.00		
						ORG 002300 TOTAL	38,003.93		
002315						PKS/REC-REC.ADMIN/COM.REL.			
002315	604900					OTHER PROFESSIONAL SERV.			
047117	ABIGAIL L ALLEN	2021	225618	2022	2	INV P	1,500.00	113021	287882 CHRISTMAS PARK DECO
						ACCOUNT TOTAL	1,500.00		
002315	606000					TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351X1108202	0	2022	2	INV P	508.59	113021	287895 MB2016-287/WIRELESS
						ACCOUNT TOTAL	508.59		
002315	630500					ELECTRICITY			
003700	MS POWER COMPANY	E2021 11/9	0	2022	2	INV P	5,113.26	113021	287972 MISSISSIPPI POWER V
						ACCOUNT TOTAL	5,113.26		
						ORG 002315 TOTAL	7,121.85		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
FUND 002	PARKS & RECREATION FUND		TOTAL:			45,125.78			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660											
009660	606000										
002160	AT&T MOBILITY	287273578351X1108202	0			2022	2	INV P	621.65	113021	287895 MB2016-287/WIRELESS
									621.65		
009660	630000										
004321	SPIRE ENERGY	G2021 11/15	0			2022	2	INV P	35.27	113021	288006 SPIRE VARIOUS DEPT
									35.27		
009660	630500										
003700	MS POWER COMPANY	E2021 11/9	0			2022	2	INV P	479.31	113021	287972 MISSISSIPPI POWER V
									479.31		
									1,136.23		
009672											
009672	545000										
003543	MCELHANEY PLUMBING I	290151				2022	2	INV P	98.65	113021	287964 PIPE WRENCHES FOR W
									98.65		
009672	546000										
003987	PUCKETT RENTS	861707-0001				2022	2	INV P	193.91	113021	287987 SUCTION HOSES FOR T
									193.91		
009672	561000										
004284	SOUTHERN PIPE & SUPP	5876358-00				2022	2	INV P	1,622.88	113021	288003 WAREHOUSE STOCK FOR
004284	SOUTHERN PIPE & SUPP	5876358-01				2022	2	INV P	1,039.85	113021	288003 WAREHOUSE STOCK FOR
									2,662.73		
									2,662.73		
009672	570000										
002413	CARQUEST AUTO PARTS	14758-4439				2022	2	INV P	46.41	113021	287905 REPAIR PARTS FOR UN
002700	EAGLE TIRE AND SERVI	INV059874				2022	2	INV P	990.88	113021	287930 TIRES FOR UNIT # 20
002700	EAGLE TIRE AND SERVI	INV060093				2022	2	INV P	274.42	113021	287930 TIRES FOR UNIT # 21
002700	EAGLE TIRE AND SERVI	INV060166				2022	2	INV P	1,486.32	113021	287930 TIRES FOR UNIT # 21
									2,751.62		
									2,798.03		
009672	636000										
003649	MORGAN, C J INC	2021061	0			2022	2	INV P	5,704.24	113021	287967 MB2020-179:WATER RE
003649	MORGAN, C J INC	2021062	0			2022	2	INV P	4,773.00	113021	287967 MB2020-179: WATER R

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003649	MORGAN, C J INC	2021065	0	2022	2	INV	P		319,492.57	113021	287967 MB2020-179: WATER R
									329,969.81		
									ACCOUNT TOTAL		329,969.81
009672	638400								MOTOR VEHICLE EQ. R&M		
002700	EAGLE TIRE AND SERVI	INV059874	225521	2022	2	INV	P		216.00	113021	287930 TIRES FOR UNIT # 20
002700	EAGLE TIRE AND SERVI	INV060093	225520	2022	2	INV	P		36.00	113021	287930 TIRES FOR UNIT # 21
002700	EAGLE TIRE AND SERVI	INV060166	225585	2022	2	INV	P		288.00	113021	287930 TIRES FOR UNIT # 21
									540.00		
									ACCOUNT TOTAL		540.00
009672	643000								UNIFORM RENT		
002471	CINTAS CORPORATION #	4101653707	0	2022	2	INV	P		246.98	113021	287910 SC#8200044758- UNIF
002471	CINTAS CORPORATION #	4102446034	0	2022	2	INV	P		246.98	113021	287911 SC#8200044758- UNIF
									493.96		
									ACCOUNT TOTAL		493.96
									ORG 009672 TOTAL		336,757.09
009673									W&S O&M-WATER PLANT DIVISION		
009673	570000								MTR VEHICLE REP. PTS/SPL		
002160	AT&T MOBILITY	287273861504X1108202	0	2022	2	INV	P		244.93	113021	287895 MB2106-287/GPS TRAC
002413	CARQUEST AUTO PARTS	14758-4236	225543	2022	2	INV	P		55.28	113021	287905 BOOSTER CABLES FOR
002413	CARQUEST AUTO PARTS	14758-4439	225524	2022	2	INV	P		49.08	113021	287905 REPAIR PARTS FOR UN
									104.36		
									ACCOUNT TOTAL		349.29
009673	604900								OTHER PROFESSIONAL SERV.		
002380	BYRD, WADE J.	112021BYRD	0	2022	2	INV	P		3,000.00	113021	287903 OPERATOR OF RECORD,
002955	GRINER DRILLING SERV	R-54618	0	2022	2	INV	P		59,029.45	113021	287943 TEARDOWN, INSPECT, RE
003664	MS 811	220170	0	2022	2	INV	P		13,917.58	113021	287968 2022 BILLING FOR ME
047855	COASTAL PROCESS LLC	18866	223165	2022	2	INV	P		1,400.00	113021	287917 WATERPLANT #1 SERVI
									ACCOUNT TOTAL		77,347.03
009673	630500								ELECTRICITY		
003700	MS POWER COMPANY	E2021 11/2	0	2022	2	INV	P		83.96	113021	287972 MS POWER W&SO&M 10/
003700	MS POWER COMPANY	E2021 11/9	0	2022	2	INV	P		26,809.74	113021	287972 MISSISSIPPI POWER V
									26,893.70		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
003873	PEARL RIVER VALLEY E			2022	11/8	0	2022	2 INV P	51.55	113021	287981 PEARL RIVER VALLEY
ACCOUNT TOTAL									26,945.25		
009673	638300			GENERATOR R&M							
002672	DOLEAC ELECTRIC CO I WP2W5X3R			223327	2022	2 INV P			1,189.00	113021	287929 GENERATOR MAINTENAN
ACCOUNT TOTAL									1,189.00		
009673	638700			AGRICULTURAL EQ. R&M							
002751	EQUIPMENT INC 165504380			223783	2022	2 INV P			3,005.78	113021	287937 REPAIRS- ASSET #203
ACCOUNT TOTAL									3,005.78		
009673	643500			MOP-MAT-RAG RENT							
002471	CINTAS CORPORATION # 4101653405			0	2022	2 INV P			22.11	113021	287910 SC#8200044758- MOPS
002471	CINTAS CORPORATION # 4102445611			0	2022	2 INV P			22.11	113021	287911 SC#8200044758- MOPS
									44.22		
ACCOUNT TOTAL									44.22		
ORG 009673 TOTAL									108,880.57		
009676	513000			W&S O&M-SEWER DIVISION							
002443	CERTIFIED LABORATORI 7574989			225206	2022	2 INV P			15,557.10	113021	287907 CHERRY FLOW & E-100
047024	GREENPOINT AG HOLDIN 1278356			225639	2022	2 INV P			158.75	113021	287942 CORNERSTONE PLUS WE
ACCOUNT TOTAL									15,715.85		
009676	545000			HAND TOOLS							
003543	MCELHANEY PLUMBING I 290352			225522	2022	2 INV P			174.55	113021	287964 TOOLS FOR SEWER CRE
ACCOUNT TOTAL									174.55		
009676	559000			OTHER OPERATING MATL/SPLY							
003685	MS GRASS NURSERY 2099			225496	2022	2 INV P			130.00	113021	287970 CENTIPEDE SOD -- WA
ACCOUNT TOTAL									130.00		
009676	570000			MTR VEHICLE REP. PTS/SPL							
002166	AUTO ARMATURE SERVIC 26621			225523	2022	2 INV P			179.95	113021	287896 BATTERY FOR UNIT #
002413	CARQUEST AUTO PARTS 14758-4439			225524	2022	2 INV P			8.38	113021	287905 REPAIR PARTS FOR UN
002751	EQUIPMENT INC 165504358			223532	2022	2 INV P			2,707.85	113021	287937 REPAIRS TO UNIT # 2
ACCOUNT TOTAL									2,896.18		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009676	604900										
003614	MISSION COMMUNICATIO	1057346	0		2022	2	INV	P	2,084.40	113021	287965 ANNUAL SERVICE VARI
004058	RJM MCQUEEN CONTRACT	2518	0		2022	2	INV	P	6,621.40	113021	287991 MB2020-179:SEWER RE
	ACCOUNT TOTAL								8,705.80		
009676	612000										
002751	EQUIPMENT INC	165504358	223532		2022	2	INV	P	200.00	113021	287937 REPAIRS TO UNIT # 2
	ACCOUNT TOTAL								200.00		
009676	630500										
003700	MS POWER COMPANY	E2021 11/9	0		2022	2	INV	P	4,058.14	113021	287972 MISSISSIPPI POWER V
004282	SOUTHERN PINE ELECTR	E2021 11/15	0		2022	2	INV	P	118.75	113021	288002 SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2021 11/16	0		2022	2	INV	P	537.91	113021	288002 SOUTHERN PINE VARIO
									656.66		
	ACCOUNT TOTAL								4,714.80		
009676	636000										
004058	RJM MCQUEEN CONTRACT	2519	0		2022	2	INV	P	5,600.90	113021	287991 MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2520	0		2022	2	INV	P	8,964.20	113021	287991 MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2521	0		2022	2	INV	P	12,419.60	113021	287991 MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2523	0		2022	2	INV	P	11,278.20	113021	287991 MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2524	0		2022	2	INV	P	8,303.06	113021	287991 MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2525	0		2022	2	INV	P	6,008.70	113021	287991 MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2526	0		2022	2	INV	P	4,838.50	113021	287991 MB2020-179:SEWER RE
									57,413.16		
	ACCOUNT TOTAL								57,413.16		
009676	638200										
002083	ALLBRITTON CHAIN SAW	12020	225641		2022	2	INV	P	132.61	113021	287886 REPAIRS TO EXMARK L
002083	ALLBRITTON CHAIN SAW	12025	225640		2022	2	INV	P	154.40	113021	287886 REPAIRS TO HUSTLER
									287.01		
	ACCOUNT TOTAL								287.01		
009676	638400										
002751	EQUIPMENT INC	165504358	223532		2022	2	INV	P	1,080.00	113021	287937 REPAIRS TO UNIT # 2
	ACCOUNT TOTAL								1,080.00		
	ORG 009676 TOTAL								91,317.35		

YEAR/PERIOD: 2022/2 TO 2022/2											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009677											
009677	513000										
002094	ALLIED UNIVERSAL COR	I2742790			225422	2022	2	INV P	5,725.75	113021	287887 CHLORINE & SULFUR D
W&S O&M-SEWER LAGOON DIV.											
CHEMICALS											
ACCOUNT TOTAL									5,725.75		
009677	604900										
002288	BONNER ANALYTICAL TE	75364			0	2022	2	INV P	3,555.58	113021	287901 NPDES MONITORING &
002545	CONTROL SYSTEMS INC	60512			0	2022	2	INV P	360.00	113021	287923 ANNUAL CELLULAR- MA
004599	WATKINS & EAGAR	413880			0	2022	2	INV P	2,465.00	113021	288022 REVIEW & CONSULTING
ACCOUNT TOTAL									6,380.58		
009677	630500										
003700	MS POWER COMPANY	E2021 11/9			0	2022	2	INV P	38,656.09	113021	287972 MISSISSIPPI POWER V
003873	PEARL RIVER VALLEY E	2022 11/4			0	2022	2	INV P	214.07	113021	287981 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2022 11/8			0	2022	2	INV P	32.30	113021	287981 PEARL RIVER VALLEY
									246.37		
ACCOUNT TOTAL									38,902.46		
009677	638000										
003348	L & A CONTRACTING CO	483-201			0	2022	2	INV P	36,517.46	113021	287958 MB2016-64: LAGOONS
ACCOUNT TOTAL									36,517.46		
ORG 009677 TOTAL									87,526.25		
FUND 009	WATER & SEWER OPERATION/MAINT.					TOTAL:			625,617.49		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
				POL.FORFEITURES-POLICE DIV.									
019100 559100				OTHER OPER.MATLS-FULL R									
047757 HATTIESBURG COMPUTER INV-000284				223613	2022	2	INV	P	450.00	113021	287947	DESK TOP FOR CRIME	
				ACCOUNT TOTAL					450.00				
019100 739900				OTHER EQUIPMENT									
047052 DANA SAFETY				750383	223447	2022	2	INV	P	10,080.00	113021	287927	CONSOLE & LIGHTING
				ACCOUNT TOTAL					10,080.00				
				ORG 019100 TOTAL					10,530.00				
FUND 019 POLICE FORFEITURES FUND				TOTAL:					10,530.00				

YEAR/PERIOD: 2022/2 TO 2022/2												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
039551				AIRPORT IMPR.-AIRPORT DIV								
039551 729502				AIRPORT IMP-FAA								
002843	FORD ENGINEERING	SER	210206G	0	2022	2	INV	P	9,889.61	113021	287938 MB	2021-31 AIRPORT
002843	FORD ENGINEERING	SER	210206H	0	2022	2	INV	P	4,994.81	113021	287938 MB	2021-31 AIRPORT
									14,884.42			
004610 WEBSTER ELECTRIC COM 551-002				0	2022	2	INV	P	100,656.92	113021	288023 MB	2021-189 AIRPORT
ACCOUNT TOTAL									115,541.34			
ORG 039551 TOTAL									115,541.34			
FUND 039 AIRPORT IMPROVEMENT FUND									TOTAL:	115,541.34		

YEAR/PERIOD: 2022/2 TO 2022/2		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
072201	MUN.ROAD&BRIDGE-STREET DIV									
072201	601501				ENGINEERING-I&I STUDY					
004197	SHOWS DEARMAN & WAIT	22386		0	2022 2 INV P		455.34	113021	287997	MB 2020-157 LINCOLN
ACCOUNT TOTAL							455.34			
072201	636000				STREETS & STRUCTURES R&M					
047756	ADA SIGN DEPOT	6061		222951	2022 2 INV P		925.35	113021	287883	SELF-ADHESIVE ADA M
ACCOUNT TOTAL							925.35			
072201	723029				HARDY ST ROUNDABOUT					
003764	NEEL-SCHAFER INC	1074962		0	2022 2 INV P		769.08	113021	287975	MB 2011-4/307 HARDY
047056	WARREN PAVING INC	HARDY ROUNDABOUT #1		0	2022 2 INV P		73,619.46	113021	288018	MB 2021-143 HARDY S
ACCOUNT TOTAL							74,388.54			
072201	723099				OTHER STREET IMPR.					
047056	WARREN PAVING INC	223169.2		223169	2022 2 INV P		22,172.12	113021	288018	PAVING AIRPORT HANG
ACCOUNT TOTAL							22,172.12			
072201	729576				ST ANNE'S CULVERT REPAIR					
004197	SHOWS DEARMAN & WAIT	22341		0	2022 2 INV P		2,100.00	113021	287997	MB 2012-1/34 FEMA C
ACCOUNT TOTAL							2,100.00			
ORG 072201 TOTAL							100,041.35			
FUND 072 MUNICIPAL ROAD & BRIDGE					TOTAL:		100,041.35			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
073570				MASS TRANSIT-TRANSPORTATION							
073570	571001			REPAIR PARTS - FIXED ROUTE							
004514	UNIVERSITY TIRE & SE	INV184284	225348	2022	2	INV P	2,181.76	113021	288015	TIRES FOR ALL FORDS	
				ACCOUNT TOTAL			2,181.76				
073570	602000			CONSULTANT SERV/SURVEYS							
003764	NEEL-SCHAFFER INC	1075567	222113	2022	2	INV P	22,540.75	113021	287975	TRANSIT MASTER PLAN	
				ACCOUNT TOTAL			22,540.75				
073570	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X1108202 0		2022	2	INV P	178.77	113021	287895	MB2016-287/WIRELESS	
002160	AT&T MOBILITY	287273861504X1108202 0		2022	2	INV P	242.90	113021	287895	MB2106-287/GPS TRAC	
							421.67				
				ACCOUNT TOTAL			421.67				
073570	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021 11/9	0	2022	2	INV P	1,243.52	113021	287972	MISSISSIPPI POWER V	
				ACCOUNT TOTAL			1,243.52				
073570	638501			BUS EQUIP R&M-FIXED ROUTE							
048167	MUNN WILLIAM JUSTICE	1095	225494	2022	2	INV P	547.84	113021	287973	REPLACEMENT OF EGR	
				ACCOUNT TOTAL			547.84				
073570	639800			TOW IN CHARGES							
003253	JOHNNY'S WRECKER SER	42840	225568	2022	2	INV P	350.00	113021	287956	TOW BUS #19552 - LO	
				ACCOUNT TOTAL			350.00				
073570	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4101653535	0	2022	2	INV P	116.13	113021	287910	HCT-UNIFORM RENTAL	
				ACCOUNT TOTAL			116.13				
073570	686800			JARC-OPERATIONS							
002956	GROVE TRANSIT	JARC10/24/21-11/6/21 0		2022	2	INV P	5,413.50	113021	287944	JARC RIDES, OCT 24-	
				ACCOUNT TOTAL			5,413.50				
			ORG 073570	TOTAL			32,815.17				
FUND 073 MASS TRANSIT FUND				TOTAL:			32,815.17				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
075695											
075695	601500										
		004197	SHOWS DEARMAN & WAIT	22376	0	2022	2	INV P	8,200.00	113021	287997 MB 2018-288 INFRAS
		004197	SHOWS DEARMAN & WAIT	22379	0	2022	2	INV P	4,224.00	113021	287997 MB 2020-258 SEWER M
		004197	SHOWS DEARMAN & WAIT	22381	0	2022	2	INV P	1,095.00	113021	287997 MB 2012-1/34 GENERA
									13,519.00		
									ACCOUNT TOTAL		13,519.00
075695	722002										
		004197	SHOWS DEARMAN & WAIT	22378	0	2022	2	INV P	14,935.00	113021	287997 MB 2019-237 LONGLEA
									ACCOUNT TOTAL		14,935.00
075695	724515										
		004197	SHOWS DEARMAN & WAIT	22375	0	2022	2	INV P	567.50	113021	287997 MB 2018-194 WATER I
									ACCOUNT TOTAL		567.50
075695	724529										
		004197	SHOWS DEARMAN & WAIT	22377	0	2022	2	INV P	1,050.00	113021	287997 MB 2019-98 EAST JER
									ACCOUNT TOTAL		1,050.00
									ORG 075695 TOTAL		30,071.50
									FUND 075 WATER&SEWER CONSTRUCTION FUND		TOTAL : 30,071.50

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	510000			CLEANING/JANITORIAL SPLY							
003772	NEWELL PAPER COMPANY	4119679		225471	2022	2	INV	P	210.48	113021	287976 JANITORIAL SUPPLIES
				ACCOUNT TOTAL					210.48		
077650	544000			HORT./LANDSCAPING SPLY.							
004279	SOUTHERN MS PINE STR	13092		225589	2022	2	INV	P	312.50	113021	288001 P&R ALL COMMUNITY C
				ACCOUNT TOTAL					312.50		
077650	546000			MINOR EQUIPMENT							
002215	BATTERIES PLUS BULBS	P45853660		225557	2022	2	INV	P	299.99	113021	287899 BATTERIES FOR COMMU
				ACCOUNT TOTAL					299.99		
077650	604900			OTHER PROFESSIONAL SERV.							
048272	CCS INDUSTRIAL SERVI	12435	0		2022	2	INV	P	498.00	113021	287906 TROUBLESHOOT BOILER
				ACCOUNT TOTAL					498.00		
077650	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X1108202	0		2022	2	INV	P	61.59	113021	287895 MB2016-287/WIRELESS
				ACCOUNT TOTAL					61.59		
077650	630000			GAS							
004321	SPIRE ENERGY	G2021 11/15	0		2022	2	INV	P	91.55	113021	288006 SPIRE VARIOUS DEPT
				ACCOUNT TOTAL					91.55		
				ORG 077650	TOTAL				1,474.11		
FUND 077 COMMUNITY CENTERS' FUND									TOTAL:	1,474.11	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
082285 CDBG-ENTITLEMENTS												
082285 641000						OFFICE EQUIPMENT RENT						
004057 RJ YOUNG COMPANY				INV4476690		0	2022 2 INV P			1,123.28	113021	287990 COPIER, 5/19/21-10/
						ACCOUNT TOTAL			1,123.28			
						ORG 082285 TOTAL			1,123.28			
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT						TOTAL:			1,123.28			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
086300				SPEC SALES TAX/RECREATION MAIN							
086300	729544			TATUM PARK LIGHTS-FIELDS 13/15							
002445	CHAIN ELECTRIC COMPA	TATUM LIGHTING #4	0	2022	2	INV P	12,908.82	113021	287908	MB	2021-104 TATUM L
ACCOUNT TOTAL							12,908.82				
086300	729573			CHAIN PARK AMPHITHEATER							
003764	NEEL-SCHAFFER INC	1074955	0	2022	2	INV P	627.59	113021	287975	MB	2011-4/307 CHAIN
ACCOUNT TOTAL							627.59				
ORG 086300 TOTAL							13,536.41				
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV						TOTAL:	13,536.41				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
087601				INDUSTRIAL PK-G.O.ACQUISITIONS							
087601	601500			ENGINEERING							
004197	SHOWS DEARMAN & WAIT	22338		0	2022	2	INV	P	4,167.50	113021	287998 SOFIDEL EXPANSON
				ACCOUNT TOTAL					4,167.50		
087601	602001			ECONOMIC DEVELOPMENT CONSULTIN							
002143	AREA DEVELOPMENT PAR QE	12/31/21		0	2022	2	INV	P	117,500.00	113021	287890 OPER BUDGET CONT OC
				ACCOUNT TOTAL					117,500.00		
087601	602500			LEGAL							
004171	SHEMPER, MICHAEL J P	77		0	2022	2	INV	P	275.00	113021	287995 LEGAL-FCIPC 9/21 ME
				ACCOUNT TOTAL					275.00		
087601	639902			RAIL SPURS MAINTENANCE							
002544	CONTINENTAL RAILS &	13775		0	2022	2	INV	P	4,280.00	113021	287922 RAIL SPUR-REMOVE &
				ACCOUNT TOTAL					4,280.00		
				ORG 087601				TOTAL	126,222.50		
	FUND 087	INDUSTRIAL PARK DEVELOPMENT						TOTAL:	126,222.50		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
088603											PUBLIC SAFETY/REC CONSTRUCTION
088603	710022										POLICE DEPARTMENT
002077	ALBERT & MCCLESKEY A 58				0	2022	2	INV P	16,268.64	113021	287885 MB 2018-295 HBG PUB
002477	CLARION LEDGER (ADVE 0004190680				0	2022	2	INV P	164.72	113021	287915 CITY WIDE ADS AND N
002996	HANCO CORP	PSC NO.33			0	2022	2	INV P	598,918.72	113021	287945 MB 2019-45 HBG PUBL
									ACCOUNT TOTAL		615,352.08
						ORG 088603		TOTAL			615,352.08
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION									TOTAL:		615,352.08

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/2 TO 2022/2												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
097201					INFRA IMPROVE-INTRNT	SALES TAX						
097201				721002		CAMPBELL LOOP BRIDGE						
004197 SHOWS DEARMAN & WAIT 22344				0	2022	2	INV P	2,065.00	113021	287997	MB	2020-283 CAMPBEL
ACCOUNT TOTAL								2,065.00				
097201				723030		HARDY ST PAVING						
047056 WARREN PAVING INC				HARDY PAVING #5	0	2022	2	INV P	46,024.03	113021	288018	MB 2020-259 HARDY S
047056 WARREN PAVING INC				HARDY PAVING #6	0	2022	2	INV P	20,897.26	113021	288018	MB 2020-259 HARDY S
								66,921.29				
ACCOUNT TOTAL								66,921.29				
ORG 097201 TOTAL								68,986.29				
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:								68,986.29				

** END OF REPORT - Generated by Jacqueline Thorne **