



**Tuesday, March 8, 2022
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. **2022-146** Approve the minutes for the February 22, 2022 meeting of the City Council.
2. **2022-132** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
3. **2022-145** Adopt the March 8, 2022 amendments to the budget for the City of Hattiesburg for fiscal year ending September 20, 2022 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.
4. **2022-134** Approve a Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Athletic Booster Club (HABC) for advertisement sponsorship as outlined in the attached agreement, in accordance with Mississippi 17-3-1, in an amount not to exceed \$25,000.00 and authorize the Mayor to execute the same.
5. **2022-137** Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the Fountainbleau Apartments Sewer Improvements Project and authorize the Mayor to execute in duplicate.
6. **2022-141** Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the Hattiesburg High Area Infrastructure Improvements Phase II project and Authorize the Mayor to execute in duplicate.
7. **2022-138** Approve Agreement with Shows, Dearman and Waits, Inc. to provide data

- management services related to the City's fire hydrants and authorize the Mayor to execute in duplicate.
8. **2022-139** Approve Letter Agreement with Neel-Schaffer, Inc. for Engineering Services related to the Gordon's Creek Pathway (Green St. to McLeod St.) project and Authorize the Mayor to execute in duplicate.
 9. **2022-135** Approve Agreement for Local Agency Highway-Railway Grade Separation Improvements and a Permanent Easement for Both Encroachment and Airspace, both with Illinois Central Railroad Company for the Hall Avenue East Overpass Project.
 10. **2022-136** Approve Joint-Funding Agreement for the period of October 1, 2021 to September 30, 2022 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of \$6,980.00 and authorize the Mayor to execute in duplicate.
 11. **2022-140** Approve Supplemental Agreement No. 1 with Hemphill Construction Company, Inc. for the Longleaf North Infrastructure Improvements project to add additional items to the contract at a cost of \$19,917.58, bringing the contract total to \$2,749,918.00; Authorize the Mayor to execute in triplicate.
 12. **2022-142** Acknowledge bids received February 24, 2022 for the Highway 42 Overlay project and accept the bid from Walters Construction Co., Inc. in the amount of \$1,192,125.00; Authorize the mayor to execute contracts when prepared.
 13. **2022-148** Authorize the City Attorney to file suit against the owner of 1515 James Street for his placing clay and/or sand or sandbags on his property thereby blocking the downstream channel of water making it more likely that James Street will be damaged in the event of a major rain event.
 14. **2022-150** Authorize the City Attorney and any professionals he may require to assist him to file any necessary suits against the owners of properties in the Planation Place neighborhood located in Ward 1 to recover past due water bills, to require said owners to remove accumulated garbage and place in appropriate places or receptacles for future garbage disposal from their properties, and to recover the costs and any penalties of cleanup and demolition of properties in said neighborhood once the costs are determined pursuant to Miss. Code Ann. Section 21-19-11(2).
 15. **2022-149** Acknowledge the designation of Robert Evans as the NAACP's appointed representative to the Hattiesburg Police Review Board to fill the unexpired term of Ken Chambers, for a term beginning March 8, 2022 and ending December 7, 2024.

16. **2022-151** Ratify and confirm the Mayor's re-appointment of Delores McNair (W2) to the Hattiesburg School Board for a term beginning March 8, 2022 and ending March 7, 2027.
17. **2022-143** Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.
18. **2022-155** Extend state of emergency for an additional 30 days resulting from the pandemic event (COVID_19) that occurred on or about March 13, 2020.

ROUTINE AGENDA

1. **2022-133** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
2. **2022-130** Approve the City's purchase of one (1) grave space located in the North Half (N 1/2) of the Northwest Quarter (NW 1/4), Lot 27, Section 33 at Highland Cemetery, Minute Book# 2017, Page# 281, in the amount of \$ 175.00, from Mary Ann Osbey, authorize manual check for the same.
3. **2022-131** Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
4. **2022-147** Approve claims docket for the period ending February 28, 2022.

In Memoriam:

- Master Ja”Kyrie Silas
- Mr. Ellis Evans

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc: Wiley Quinn, Code Enforcement Division Manager
Date: Tuesday, March 8, 2022
Re: Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
File Number: 2022-132
Minute Book #

Summary

Adopt resolutions condemning the following properties to be 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.

Recommendation Statement

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

Please place this on the March 8, 2022 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Manager

DATE: March 8th, 2022

RE: Adopt Condemnation Resolutions

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

1	504 Ruby Ave	12968	2	OGL, VS, ES	Cut/Clean, Demo	\$2,000	\$1,500
2	910 Tipton St	22107	2	DB, VS, OGL, ES	Cut/Clean, Demo	\$2,500	\$2,250
3	1209 Vernon St	13546	5	OGL, AS, DB	Cut/Clean, Demo	\$3,000	\$1,500
4	105 Columbia St	22905	2	HT	Removal	\$2,500	\$1,500
5	PPIN 25851	25851	2	OGL, AG&R	Cut/Clean	\$2,500	\$1,500
6	703 Lincoln St.	22073	2	OGL, AG&R	Cut/Clean	\$1,000	\$1,500
8	719 Lincoln St.	22065	2	OGL, AG&R	Cut/Clean	\$1,000	\$1,500

Garbage & Rubbish=GAR/RUB
Accumulation of Garbage and Rubbish = AG&R
Dilapidated Building=DB
Dangerous Structure=DS
Imminent Danger=ID
Overgrown Lot=OGL
Open Storage=OS
Unsafe Structure=US
Abandoned Vehicle=AV
Abandoned Structure=AS
Vacant Structure=VS
Owner Responsibility=OR
Hazardous Tree = HT
Exterior Structure = ES

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 1 504 Ruby Avenue

WHEREAS, on the 8th day of February, 2022, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th day of March, 2022, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

504 Ruby Ave PARCEL: 2-038B-15-481.00 Hattiesburg, MS, and better described as: A part of Lot 3, in block 12 of the J. E. Arledge survey of Hattiesburg, Forrest County, Mississippi, being more particularly described as beginning 222 feet south and 463 feet east of the northwest corner of said lot 3, and thence run north 140 feet, thence run east 40 feet, thence run south 140 feet, to Ruby Street, thence run west 40 feet to the point of the beginning.

WHEREAS, the owner of the property is Ethel Mae Amerson, 504 Ruby Avenue, Hattiesburg, MS 39401

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

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

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

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

Overgrown Lot or Weeds (International Property Code 302.4), Vacant Structure (International Property Maintenance Code 301.3), Dilapidated Building (International Property Maintenance Code 304.1)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of March, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of March, 2022.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 2 910 Tipton Street

WHEREAS, on the 8th day of February, 2022, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th day of March, 2022, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

910 Tipton Street PARCEL: 2-037D-14-166.00 Hattiesburg, MS, and better described as: Lots 3, 20, 21, 22, and 23 Block 6 of the MCINNIS, MITCHELL, & LONGRE or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the office of the Chancery Clerk of Forrest County, Mississippi: together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Danny and Kimberly Robertson, 730 Longstreet Dr, Hattiesburg, MS 39401

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

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

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

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

Dilapidated Building (International Property Maintenance Code 304.1), Vacant Structure (International Property Maintenance Code 301.3)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of March, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of March, 2022.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 3 1209 Vernon Street

WHEREAS, on the 8th day of February, 2022, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th day of March, 2022, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

1209 Vernon Street PARCEL 2-0380-15-123.00 Hattiesburg, MS, and better described as: A part of Lots 11 and 13 of Block 9 of Burkett Subdivision in the City of Hattiesburg, Forrest County, Mississippi, described as commencing at the Southeast corner of said Block 9, and run North 100 feet to the point of the beginning, thence run North 50 feet, thence run West 140 feet to the West line of Lot 11, thence run South 50 feet, thence run East 140 feet to the point of beginning, being a part of Lots 11 and 12 of Block 9 of Burkett Subdivision to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi together with all improvements lying thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is George Arnold Jr., 1209 Vernon St, Hattiesburg, MS 39401

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

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

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

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

Overgrown Lot or Weeds (International Property Code 302.4), Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7), Dilapidated Building (International Property Maintenance Code 304.1)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of March, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of March, 2022.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 4 105 Columbia Street

WHEREAS, on the 8th day of February, 2022, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th day of March, 2022, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

105 Columbia Street PARCEL: 2-029F-04-273.00 Hattiesburg, MS, and better described as: The S $\frac{1}{2}$ of Lot 5 and that part of the W $\frac{1}{2}$ of the vacated alley lying adjacent to and East of the S $\frac{1}{2}$ of Lot 5, the said alley having been vacated by Ordinance Number 641 of the City of Hattiesburg, Mississippi, adopted October 28, 1920, all in Block 1 (sometimes referred to as Block 170) of the F.F. Phillips Second Addition to the City of Hattiesburg, Forrest County, Mississippi as per the map or plat thereof on file and of record in Plat Book 2, Page 14 (Slide A-18) in the Office of the Chancery Clerk of Forrest County, Mississippi, being a part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 4 North, Range 13 West, Forrest County, Mississippi, LESS AND EXCEPT that part of the W $\frac{1}{2}$ of said vacated alley encompassed within the real property described in that certain Warranty Deed dated April 8, 1953, and appearing of record in Land Deed Book 131 at Page 131; AND ALSO Lots 6 and 7 of Block 1 (sometimes referred to as Block 170) of the F. F. Phillips Second Addition to the City of Hattiesburg, Forrest County, Mississippi and per the map or plat thereof on file and of record in Plat Book 2, Page 14 (Slide A-18) in the Office of the Chancery Clerk of Forrest County, Mississippi, being a part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 4 North, Range 13 West, Forrest County, Mississippi; AND ALSO that certain parcel off the North end of Lot 8 in Block 1 (sometimes referred to as Block 170) of the F. F. Phillips Second Addition to the City of Hattiesburg, Forrest County, Mississippi as per the map or plat thereof on file and of record in Plat Book 2, Page 14 (Slide A-18) in the Office of the Chancery Clerk of Forrest County, Mississippi, being a part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as follows, to-wit: Commencing at the SE corner of said Lot 8 and run North along the East boundary line of said lot for 100 feet to the Point of Beginning; thence continue North along the East boundary line of said lot 92.68 feet; thence run West along the North boundary line of said lot 52.6 feet to the NW corner of said lot; thence run South along the West boundary line of said lot 96.5 feet; thence run East to the Point of Beginning; LESS AND EXCEPT That certain parcel on the West side of the North end of Lot 8 in Block 1 (sometimes referred to as Block 170) of the F. F. Phillips Second Addition to the City of Hattiesburg, Forrest County Mississippi, as per the map or plat thereof on file and of record in Plat Book 2, Page 14 (Slide A-18) in the Office of the Chancery Clerk of Forrest County, Mississippi, being a part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as follows to-wit: Commence at the NW corner of said Lot 8 and run South along the West boundary line of said Lot 8 for 96.5 feet; thence run East 25 feet; thence run North to the North boundary line of said Lot 8; thence run West to the Point of the Beginning.

WHEREAS, the owner of the property is Linda A. Parker, 208 Cobbville Drive, Canton, MS 39046

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

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

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

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

Removal of Hazardous Trees (Code of Ordinance #324.8 Section 4.2)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of March, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of March, 2022.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 5 PPIN 25851

WHEREAS, on the 8th day of February, 2022, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th day of March, 2022, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029G-03-313.00 Hattiesburg, MS, and better described as: A part of the Northeast Quarter of the Southeast Quarter of Section 4, and also a part of the Northwest Quarter of Southwest Quarter of Section 3, Township 4 North, Range 13 West, Forrest County, Mississippi, and more particularly described as follows:

Commence at the Northeast corner of Northeast Quarter of Southeast Quarter of Section 4 and run West 659.9 feet to a point on the East and/or Northeast right-of-way line of the Illinois Central Railroad, thence run Southeasterly and along the Northeast right-of-way line of said Railroad for 507 feet to and for the Point of Beginning. From the Point of Beginning continue Southeasterly and along the said Northeast right-of-way line of said Illinois Central Railroad for 954.8 feet, thence run North 60 degrees, 13 minutes East for 117.5 feet, thence run North 17 degrees, 21 minutes West for 100 feet, thence North 74 degrees, 24 minutes East for 106 feet, thence North 13 degrees, 30 minutes West 299.78 feet, thence South 60 degrees, 22 minutes West for 155.05 feet, thence North 34 degrees, 41 minutes West for 275.8 feet, thence run North 45 degrees, 27 minutes East for 61.3 feet, thence run North 44 degrees, 41 minutes West for 42.6 feet, thence run South 45 degrees, 27 minutes West for 54.45 feet, thence run North 37 degrees, 27 minutes West for 297.5 feet, thence run South 52 degrees, 33 minutes West for 341.4 feet to a Point on the Northeast right-of-way line of the Illinois Central Railroad and the Point of Beginning.

WHEREAS, the owner of the property is James and Claudia Culpepper, 1813 Brook Lane, Hattiesburg, MS 39402

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

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

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

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

Overgrown Lot or Weeds (International Property Code 302.4), Garbage and Rubbish (International Property Maintenance Code 308.1)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of March, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of March, 2022.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

Return to:
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Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 6 703 Lincoln Street

WHEREAS, on the 8th day of February, 2022, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th day of March, 2022, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

703 Lincoln Street PARCEL: 2-037D-14-129.00 Hattiesburg, MS, and better described as: Lot 11 in Block 5 of the McInnis, Mitchell, and Longre Survey or addition to the City of Hattiesburg, said county and state, according to the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is Dowdy Myles Jones, C/O Warren Randle, 1312 Hall Ave, Hattiesburg, MS 39401

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

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

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

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

Overgrown Lot or Weeds (International Property Code 302.4), Garbage and Rubbish (International Property Maintenance Code 308.1)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of March, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of March, 2022.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 8 719 Lincoln Street

WHEREAS, on the 8th day of February, 2022, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 7th day of March, 2022, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

719 Lincoln Street PARCEL: 2-037D-14-137.00 Hattiesburg, MS and better described as: Lot 3, Block 5 of the McInnis, Mitchell, and Longre Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Uqdah Mikal & Narjis Z. Hassan, 1108 Cherry St, Hattiesburg, MS 39401

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

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

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

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

Overgrown Lot or Weeds (International Property Code 302.4), Garbage and Rubbish (International Property Maintenance Code 308.1)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of March, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of March, 2022.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Malcolm Berch, Administration

cc:

Date: Tuesday, March 8, 2022

Re: Adopt the March 8, 2022 amendments to the budget for the City of Hattiesburg for fiscal year ending September 20, 2022 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.
File Number: 2022-145
Minute Book #

Summary

Adopt the March 8, 2022 amendments to the budget for the City of Hattiesburg for fiscal year ending September 20, 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 March 8, 2022 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 March 8, 2022 City Council meeting for consideration.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **8th** day of **March, 2022**, the following Resolution:

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 Federal Programs Administration Supplies Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$2,900	\$2,900	Budget expenditures for Lead Grant

Section 2. That the following budget amendments are hereby authorized to be made in the City’s General Fund Federal Programs Administration Other Services & Charges

Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$328,239	\$328,239	Budget expenditures for Lead Grant

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	\$539,562	\$548,182	Adjust budget for installation of vehicle equipment/Safety complex

Section 4. 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 BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,887,300	\$500,000	\$2,387,300	Adjust budget for purchase of water meters

Section 5. That the following budget amendments are hereby authorized to be made in the City’s Airport Improvement Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,378,179	\$221,399	\$1,599,578	Adjust budget for Airport improvements

Section 6. That the following budget amendments are hereby authorized to be made in the City’s Water & Sewer Construction Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$4,202,000	\$2,725,300	\$6,927,300	Budget fund balance for Midtown W&S Project/Safety complex parking lot

Section 8. 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: ABSENT:

The President thereby declared the motion carried and the Resolution adopted, this the 8th day of March, 2022.

(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 8th day of March, 2022.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

MEMORANDUM

TO : *Mayor Barker, Members of City Council*
FROM : *Malcolm Berch, Interim CFO*
DATE : *March 8, 2022*
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.

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

- Most of the amendment for expenditures is in the Police Department for the installation of equipment in the new Police vehicles and costs relating to the move to the new Safety Complex.
- Another significant increase is to establish an expenditure budget for the new Lead Hazard reduction department.

Budget amendments in other funds were attributed mostly to construction costs.

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

RECAP OF PROPOSED AMENDMENTS**March 8, 2022****FY 2022****GENERAL FUND:****Budgeted Ending Cash as adopted** **7,526,376**

Amendments to Revenues:

Federal Grants 702,875

Contributions 4,000

Total Amendments to Revenues **706,875**

Amendments to Expenditures:

City Court - Salary Adjustment per Grant funding (12,510)

Human Resources - Salary Realignment (3,135)

Police - Equipment Cost for Police Cars/Livescan/logistics (400,039)

Joint P&F Training - PBMHR grant/Salary Realignment (9,596)

Fire - Salary adjustment/transfer (4,690)

Economic Development - Public Safety Complex (23,280)

Lead Hazard Reduction - Exp Budget for Lead Grant (331,139)

Sanitation - Hazardous Waste grant expenses (50,000)

Budgeted Ending Cash, as Amended **(834,389)**
\$ 7,398,862**PARKS & RECREATION FUND:**

Salary Realignment, Re-title Position \$ 4,390

WATER & SEWER O & M FUND:

Acquisitions of Meters \$ 500,000

AIRPORT IMPROVEMENT FUND:

2022 Entitlement, Grants, Airport Imp FAA, Hangar 6 Door \$ 73,000

MUNICIPAL ROAD & BRIDGE FUND:

Midtown, Neil Schaffer Contract \$ 350,000

MASS TRANSIT FUND:

Salary Realignment \$ 71,600

WATER & SEWER CONSTRUCTION FUND:

Midtown Sewer Project \$ 2,720,000

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	March Amend'ts	Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>					
Taxes -Other	\$21,000		\$21,000		\$21,000
Licenses & Permits	4,484,808		4,484,808		\$4,484,808
Intergovernmental Revenues:					
Federal	1,231,197	176,375	1,407,572	702,875	\$2,110,447
State	298,150	58,420	356,570		\$356,570
State-Shared	24,021,063		24,021,063		\$24,021,063
County/City Shared			0		\$0
Charges for Services:					\$0
Public Safety	435,000		435,000		\$435,000
Streets	0		0		\$0
Sanitation	2,290,000		2,290,000		\$2,290,000
Misc.	0		0		\$0
Fines & Forf.	888,100	351,624	1,239,724		\$1,239,724
Misc. Revenues	309,530		309,530		\$309,530
Transfers-In	1,184,000	500	1,184,500		\$1,184,500
Non-Revenue Receipts	438,500		438,500	4,000	\$442,500
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$35,601,348	\$586,919	\$36,188,267	\$706,875	\$36,895,142
Beg. Fund Balance	12,500,000	1,972,933	14,472,933		\$14,472,933
Less Reserve for Court Technology	-714,503	200,000	-514,503		-\$514,503
Less Reserve for Future Debt Service			0		\$0
Property Tax Levy	19,260,000		19,260,000		\$19,260,000
TOTAL AVAIL. REVENUES	\$66,646,845	\$2,759,852	\$69,406,697	\$706,875	\$70,113,572

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council					
Personnel	\$382,550	\$650	\$383,200		\$383,200
Supplies & Expenses	3,400		3,400		\$3,400
Other Services & Charges	239,500	2,230	241,730		\$241,730
Capital Outlays	6,000		6,000		\$6,000
Total - City Council	\$631,450	\$2,880	\$634,330	\$0	\$634,330
City Court					
Personnel	\$1,104,029	\$89,690	\$1,193,719	\$12,510	\$1,206,229
Supplies & Expenses	35,105	2,000	37,105		\$37,105
Other Services & Charges	644,555	4,000	648,555		\$648,555
Capital Outlays	0		0		\$0
Total - City Court	\$1,783,689	\$95,690	\$1,879,379	\$12,510	\$1,891,889
Mayor/Admin.					
Personnel	\$688,100	\$65,880	\$753,980		\$753,980
Supplies & Expenses	15,250	1,000	16,250		\$16,250
Other Services & Charges	192,951	1,300	194,251		\$194,251
Capital Outlays	5,000		5,000		\$5,000
Total - Mayor/Admin.	\$901,301	\$68,180	\$969,481	\$0	\$969,481
Elections					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0

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	March Amend'ts	Amended Budgets
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Total - Elections	\$0	\$0	\$0	\$0	\$0
Muni. Clerk					
Personnel	\$239,860		\$239,860		\$239,860
Supplies & Expenses	4,150		4,150		\$4,150
Other Services & Charges	49,800		49,800		\$49,800
Capital Outlays	0		0		\$0
Total - Muni Clerk	\$293,810	\$0	\$293,810	\$0	\$293,810
Accounting					
Personnel	\$322,270		\$322,270		\$322,270
Supplies & Expenses	5,250		5,250		\$5,250
Other Services & Charges	4,350		4,350		\$4,350
Capital Outlays	0		0		\$0
Total - Accounting	\$331,870	\$0	\$331,870	\$0	\$331,870
Purchasing					
Personnel	\$133,180		\$133,180		\$133,180
Supplies & Expenses	2,750		2,750		\$2,750
Other Services & Charges	2,734	250	2,984		\$2,984
Capital Outlays	0		0		\$0
Total - Purchasing	\$138,664	\$250	\$138,914	\$0	\$138,914
City Attorney					
Personnel	\$96,240		\$96,240		\$96,240
Supplies & Expenses	100		100		\$100
Other Services & Charges	600		600		\$600
Capital Outlays	0		0		\$0
Total - City Attorney	\$96,940	\$0	\$96,940	\$0	\$96,940
Human Resources					
Personnel	\$243,775		\$243,775	\$3,135	\$246,910
Supplies & Expenses	8,900		8,900		\$8,900
Other Services & Charges	6,100		6,100		\$6,100
Capital Outlays	0		0		\$0
Total - Human Resources	\$258,775	\$0	\$258,775	\$3,135	\$261,910
Loss Control					
Personnel	\$72,295		\$72,295		\$72,295
Supplies & Expenses	6,350		6,350		\$6,350
Other Services & Charges	3,700		3,700		\$3,700
Capital Outlays	0		0		\$0
Total - Loss Control	\$82,345	\$0	\$82,345	\$0	\$82,345
Urban Development					
Personnel	\$580,035		\$580,035		\$580,035
Supplies & Expenses	24,160	4,000	28,160		\$28,160
Other Services & Charges	44,175	102,600	146,775		\$146,775
Capital Outlays	0		0		\$0

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	March Amend'ts	Amended Budgets
Total - Urban Dev.	\$648,370	\$106,600	\$754,970	\$0	\$754,970
Information Systems					
Personnel	\$293,690		\$293,690		\$293,690
Supplies & Expenses	39,100		39,100		\$39,100
Other Services & Charges	866,000	62,220	928,220		\$928,220
Capital Outlays	20,000	3,342	23,342		\$23,342
Total - Inf. Systems	\$1,218,790	\$65,562	\$1,284,352	\$0	\$1,284,352
Gen. Gov't Building					
Personnel			\$0		\$0
Supplies & Expenses	19,700		19,700		\$19,700
Other Services & Charges	149,900		149,900		\$149,900
Capital Outlays	0		0		\$0
Total - Gen. Gov't Building	\$169,600	\$0	\$169,600	\$0	\$169,600
Intermodal Facility (Depot) O & M:					
Personnel	\$0		\$0		\$0
Supplies & Expenses	14,300		14,300		\$14,300
Other Services & Charges	89,200		89,200		\$89,200
Capital Outlays	0		0		\$0
Total - Depot O & M	\$103,500	\$0	\$103,500	\$0	\$103,500
Metro Planning					
Personnel	\$152,650	\$58,420	\$211,070		\$211,070
Supplies & Expenses	15,000		15,000		\$15,000
Other Services & Charges	243,800		243,800		\$243,800
Capital Outlays	0		0		\$0
Total - Metro Planning	\$411,450	\$58,420	\$469,870	\$0	\$469,870
Gen. Gov't Insurance/Other serv.					
Personnel	\$0		\$0		\$0
Supplies & Expenses	1,000		1,000		\$1,000
Other Services & Charges	2,527,380	14,000	2,541,380		\$2,541,380
Capital Outlays			0		\$0
Total - Gen. Gov't Insur/other Serv.	\$2,528,380	\$14,000	\$2,542,380	\$0	\$2,542,380
Federal Programs Administration					
Personnel	\$0	\$185,050	185,050		\$185,050
Supplies	0		0	\$2,900	\$2,900
Other Services & Charges	0		0	\$328,239	\$328,239
Capital Outlay	0		0		\$0
Total - Federal Programs Admin.	\$0	\$185,050	\$185,050	\$331,139	\$516,189
Recap - General Government Cost Centers					
Personnel	\$4,308,674	\$399,690	\$4,708,364	\$15,645	\$4,724,009
Supplies & Expenses	\$194,515	\$7,000	\$201,515	\$2,900	\$204,415
Other Services & Charges	\$5,064,745	\$186,600	\$5,251,345	\$328,239	\$5,579,584
Capital Outlays	\$31,000	\$3,342	\$34,342	\$0	\$34,342
Total - Gen. Government	\$9,598,934	\$596,632	\$10,195,566	\$346,784	\$10,542,350

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	March Amend'ts	Amended Budgets
Police					
Personnel	\$11,723,398		\$11,723,398		\$11,723,398
Supplies & Expenses	739,513	40,000	779,513	516	\$780,029
Other Services & Charges	647,798	352,000	999,798	29,961	\$1,029,759
Capital Outlays	8,620	170,000	178,620	369,562	\$548,182
Total - Police	\$13,119,329	\$562,000	\$13,681,329	\$400,039	\$14,081,368
Police & Fire Training					
Personnel	\$41,950		\$41,950	\$3,910	\$45,860
Supplies & Expenses	92,956		92,956	5,686	\$98,642
Other Services & Charges	64,645		64,645		\$64,645
Capital Outlays	0		0		\$0
Total - Police & Fire Training	\$199,551	\$0	\$199,551	\$9,596	\$209,147
Fire					
Personnel	\$9,145,877		\$9,145,877	\$4,690	\$9,150,567
Supplies & Expenses	286,800		286,800		\$286,800
Other Services & Charges	295,034	20,000	315,034		\$315,034
Capital Outlays	0		0		\$0
Total - Fire Dept.	\$9,727,711	\$20,000	\$9,747,711	\$4,690	\$9,752,401
Code Enforcement					
Personnel	\$694,510		\$694,510		\$694,510
Supplies & Expenses	28,855		28,855		\$28,855
Other Services & Charges	209,150	800	209,950		\$209,950
Capital Outlays	0		0		\$0
Total - Code Enforcement	\$932,515	\$800	\$933,315	\$0	\$933,315
Contractual Services - Public Safety					
Personnel	\$373,300		\$373,300		\$373,300
Supplies & Expenses	0		0		\$0
Other Services & Charges	1,005,000		1,005,000		\$1,005,000
Capital Outlays	0		0		\$0
Total - Cont. Serv. - Public Safety	\$1,378,300	\$0	\$1,378,300	\$0	\$1,378,300
<u>Public Services Cost Centers:</u>					
Traffic Maint.					
Personnel	\$264,230		\$264,230		\$264,230
Supplies & Expenses	151,150		151,150		\$151,150
Other Services & Charges	108,250		108,250		\$108,250
Capital Outlays	0		0		\$0
Total - Traffic Maint.	\$523,630	\$0	\$523,630	\$0	\$523,630
Streets					
Personnel	\$1,027,650		\$1,027,650		\$1,027,650
Supplies & Expenses	324,800	25,000	349,800		\$349,800
Other Services & Charges	1,334,254	338,000	1,672,254		\$1,672,254
Capital Outlays	0		0		\$0
Total - Streets	\$2,686,704	\$363,000	\$3,049,704	\$0	\$3,049,704

Street Lights

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	March Amend'ts	Amended Budgets
Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	1,340,000		1,340,000		\$1,340,000
Capital Outlays	0		0		\$0
Total - Street Lights	\$1,340,000	\$0	\$1,340,000	\$0	\$1,340,000
Engineering					
Personnel	\$568,860		\$568,860		\$568,860
Supplies & Expenses	14,250		14,250		\$14,250
Other Services & Charges	366,712		366,712		\$366,712
Capital Outlays	0		0		\$0
Total - Engineering	\$949,822	\$0	\$949,822	\$0	\$949,822
Shop					
Personnel	\$476,886		\$476,886		\$476,886
Supplies & Expenses	35,350		35,350		\$35,350
Other Services & Charges	45,800		45,800		\$45,800
Capital Outlays	0		0		\$0
Total - Shop	\$558,036	\$0	\$558,036	\$0	\$558,036
GOFS					
Personnel	\$0		\$0		\$0
Supplies & Expenses	5,120		5,120		\$5,120
Other Services & Charges	24,500		24,500		\$24,500
Capital Outlays	0		0		\$0
Total - GOFS	\$29,620	\$0	\$29,620	\$0	\$29,620
Drainage					
Personnel	\$0		\$0		\$0
Supplies & Expenses	8,500		8,500		\$8,500
Other Services & Charges	93,000		93,000		\$93,000
Capital Outlays	670,000		670,000		\$670,000
Total - Drainage	\$771,500	\$0	\$771,500	\$0	\$771,500
Construction					
Personnel	\$612,260	\$58,420	\$670,680		\$670,680
Supplies & Expenses	98,350	9,000	107,350		\$107,350
Other Services & Charges	148,100	2,400	150,500		\$150,500
Capital Outlays	0		0		\$0
Total - Construction	\$858,710	\$69,820	\$928,530	\$0	\$928,530
Sanitation					
Personnel	\$1,678,658	\$55,790	1,734,448		\$1,734,448
Supplies & Expenses	362,700	9,000	371,700		\$371,700
Other Services & Charges	1,527,000	35,000	1,562,000	50,000	\$1,612,000
Capital Outlays	0	384,000	384,000		\$384,000
Total - Sanitation	\$3,568,358	\$483,790	\$4,052,148	\$50,000	\$4,102,148
Street Cleaning					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0

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	March Amend'ts	Amended Budgets
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Total - Street Cleaning	\$0	\$0	\$0	\$0	\$0
Health					
Personnel	\$1,398,902		\$1,398,902		\$1,398,902
Supplies & Expenses	129,700		129,700		\$129,700
Other Services & Charges	7,000		7,000		\$7,000
Capital Outlays	0		0		\$0
Total - Health	\$1,535,602	\$0	\$1,535,602	\$0	\$1,535,602
Recap - Public Services:					
Personnel	\$6,027,446	\$114,210	\$6,141,656	\$0	\$6,141,656
Supplies & Expenses	\$1,129,920	43,000	1,172,920	0	\$1,172,920
Other Services & Charges	\$4,994,616	375,400	5,370,016	50,000	\$5,420,016
Capital Outlays	\$670,000	384,000	1,054,000	0	\$1,054,000
Total - Public Services	\$12,821,982	\$916,610	\$13,738,592	\$50,000	\$13,788,592
Animal Control					
Personnel	\$137,660		\$137,660		\$137,660
Supplies & Expenses	13,050		13,050		\$13,050
Other Services & Charges	185,550		185,550		\$185,550
Capital Outlays	0		0		\$0
Total - Animal Control	\$336,260	\$0	\$336,260	\$0	\$336,260
Human/Social Assist.					
Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	311,900		311,900		\$311,900
Capital Outlays			0		\$0
Total - Human/Social Assist.	\$311,900	\$0	\$311,900	\$0	\$311,900
Economic Dev.					
Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	305,000	3,838,000	4,143,000		\$4,143,000
Capital Outlays	1,236,179	70,050	1,306,229	23,280	\$1,329,509
Total - Economic Dev.	\$1,541,179	\$3,908,050	\$5,449,229	\$23,280	\$5,472,509
Debt Service					
Principal	\$753,122		\$753,122		\$753,122
Interest	356,865		\$356,865		\$356,865
Paying Agent Fee	3,000		\$3,000		\$3,000
Total Debt Service	\$1,112,987	\$0	\$1,112,987	\$0	\$1,112,987
Airport					
Personnel	\$0		\$0		\$0
Supplies & Expenses	17,650		17,650		\$17,650
Other Services & Charges	40,550		40,550		\$40,550
Capital Outlays	0		0		\$0
Total - Airport	\$58,200	\$0	\$58,200	\$0	\$58,200

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	March Amend'ts	Amended Budgets
Cemetery					
Personnel	\$842,888		\$842,888		\$842,888
Supplies & Expenses	80,650		80,650		\$80,650
Other Services & Charges	62,001		62,001		\$62,001
Capital Outlays	61,200	225,000	286,200		\$286,200
Total - Cemetery	\$1,046,739	\$225,000	\$1,271,739	\$0	\$1,271,739
Parking Garages					
Personnel	\$62,040		\$62,040		\$62,040
Supplies & Expenses	2,050		2,050		\$2,050
Other Services & Charges	54,350		54,350		\$54,350
Capital Outlays	0		0		\$0
Total - Parking Garages	\$118,440	\$0	\$118,440	\$0	\$118,440
Transfers to Other Funds	\$2,757,321	589,881	\$3,347,202		\$3,347,202
EXPENDITURES & TRANSFERS	\$55,061,348	\$6,818,973	\$61,880,321	\$834,389	\$62,714,710
Recap - General Fund					
Personnel	\$33,357,743	\$513,900	\$33,871,643	\$24,245	\$33,895,888
Supplies & Expenses	2,585,959	90,000	2,675,959	9,102	2,685,061
Other Services & Charges	13,243,339	4,772,800	18,016,139	408,200	18,424,339
Capital Outlays	2,006,999	852,392	2,859,391	392,842	3,252,233
Principal Payments	753,122	0	753,122	0	753,122
Interest Payments	356,865	0	356,865	0	356,865
Total - Gen. Fund Cost Centers	\$52,304,027	\$6,229,092	\$58,533,119	\$834,389	\$59,367,508
Transfers to Other Funds	2,757,321	589,881	3,347,202	0	3,347,202
Total - Expenditures & Transfers	\$55,061,348	\$6,818,973	\$61,880,321	\$834,389	\$62,714,710
Ending Cash Budget	\$11,585,497	-\$4,059,121	\$7,526,376	-\$127,514	\$7,398,862

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	March Amend'ts	Amended Budgets
Parks & Recreation (Fund #2):					
Recreation Maint. Cost Center					
Personnel	\$1,551,892		\$1,551,892	\$4,390	\$1,556,282
Supplies & Expenses	342,800		342,800		\$342,800
Other Services & Charges	477,079	5,000	482,079		\$482,079
Capital Outlays	85,000		85,000		\$85,000
Total - Recreation Maint.	\$2,456,771	\$5,000	\$2,461,771	\$4,390	\$2,466,161
Recreation Admin.					
Personnel	\$531,903		\$531,903		\$531,903
Supplies & Expenses	86,960		86,960		\$86,960
Other Services & Charges	455,292	1,000	456,292		\$456,292
Capital Outlays	0		0		\$0
Total - Recreation Admin.	\$1,074,155	\$1,000	\$1,075,155	\$0	\$1,075,155
Kamper Park Zoo					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Total - Kamper Park	\$0	\$0	\$0	\$0	\$0
Recap - Parks & Recreation Fund:					
Personnel	\$2,083,795	\$0	\$2,083,795	\$4,390	\$2,088,185
Supplies & Expenses	429,760	0	429,760	0	\$429,760
Other Services & Charges	932,371	6,000	938,371	0	\$938,371
Capital Outlays	85,000	0	85,000	0	\$85,000
Total - Recreation Maint.	\$3,530,926	\$6,000	\$3,536,926	\$4,390	\$3,541,316
Municipal Fire Protection (Fund #5):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	69,500		69,500		\$69,500
Other Services & Charges	55,000		55,000		\$55,000
Capital Outlays	75,000		75,000		\$75,000
Principal Payments	64,120		64,120		\$64,120
Interest Payments	5,919		5,919		\$5,919
Total - Municipal Fire Prot. Fund	\$269,539	\$0	\$269,539	\$0	\$269,539
Special Streets (Fund #8):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	249,000	-2,000	247,000		\$247,000
Capital Outlays	0		0		\$0
Total - Special Streets	\$249,000	-\$2,000	\$247,000	\$0	\$247,000
Water & Sewer Operation & Maint. (Fund #9):					
Customer Accounts Cost Center					
Personnel	\$815,350		\$815,350		\$815,350
Supplies & Expenses	83,300		83,300		\$83,300
Other Services & Charges	497,900		497,900		\$497,900

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	March Amend'ts	Amended Budgets
Capital Outlays	25,000	23,500	48,500		\$48,500
Total - Customer Accounts	\$1,421,550	\$23,500	\$1,445,050	\$0	\$1,445,050
Water Transmission Cost Center					
Personnel	\$1,039,580		\$1,039,580		\$1,039,580
Supplies & Expenses	320,500		320,500		\$320,500
Other Services & Charges	1,887,300		1,887,300	500,000	\$2,387,300
Capital Outlays	160,000	57,312	217,312		\$217,312
Total - Water Trans.	\$3,407,380	\$57,312	\$3,464,692	\$500,000	\$3,964,692
Plant Cost Center					
Personnel	\$604,120		\$604,120		\$604,120
Supplies & Expenses	142,000		142,000		\$142,000
Other Services & Charges	1,442,000	8,240	1,450,240		\$1,450,240
Capital Outlays	150,000	23,500	173,500		\$173,500
Total - Plant	\$2,338,120	\$31,740	\$2,369,860	\$0	\$2,369,860
Sewer Cost Center					
Personnel	\$447,600		\$447,600		\$447,600
Supplies & Expenses	330,100		330,100		\$330,100
Other Services & Charges	2,559,500		2,559,500		\$2,559,500
Capital Outlays	70,000		70,000		\$70,000
Total - Sewer	\$3,407,200	\$0	\$3,407,200	\$0	\$3,407,200
Lagoon Cost Center					
Personnel	\$338,530		\$338,530		\$338,530
Supplies & Expenses	377,220		377,220		\$377,220
Other Services & Charges	2,374,400		2,374,400		\$2,374,400
Capital Outlays	0		0		\$0
Principal Payments	0		0		\$0
Interest Payments	0		0		\$0
Total - Lagoon Cost Center	\$3,090,150	\$0	\$3,090,150	\$0	\$3,090,150
Recap: Water & Sewer O & M Fund:					
Personnel	\$3,245,180	\$0	\$3,245,180	\$0	\$3,245,180
Supplies & Expenses	1,253,120	0	1,253,120	0	\$1,253,120
Other Services & Charges	8,761,100	8,240	8,769,340	500,000	\$9,269,340
Capital Outlays	405,000	104,312	509,312	0	\$509,312
Principal Payments	0	0	0	0	\$0
Interest Payments	0	0	0	0	\$0
Total - Water & Sewer O & M Fund	\$13,664,400	\$112,552	\$13,776,952	\$500,000	\$14,276,952
Water & Sewer Bond & Int. (Fund #10):					
Other Services & Charges			\$0		\$0
Principal Payments	\$10,910,000		\$10,910,000		\$10,910,000
Interest Payments	\$2,218,346		\$2,218,346		\$2,218,346
Paying Agent Fees	\$15,000		\$15,000		\$15,000
Total - W & S Bond & Int. Fund	\$13,143,346	\$0	\$13,143,346	\$0	\$13,143,346
Water & Sewer Revenue (Fund #11):					
Principal Payments	\$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	March Amend'ts	Amended Budgets
Interest Payments	0		0		\$0
Other services & charges	81,500		81,500		\$81,500
Transfers to other funds	23,700,470		23,700,470		\$23,700,470
Total - W & S Revenue Fund	\$23,781,970	\$0	\$23,781,970	\$0	\$23,781,970

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

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

City Bond & Interest (Fund #13):

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

SUPPLEMENTAL ENVIRONMENTAL PROJECT (FUND #17):

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

Police Fines & Forfeitures (Fund #19):

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

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

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

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

Principal Payments	\$0		\$0		\$0
Interest Payments	0		0		\$0
Transfers	0		0		\$0
other services & charges	0		0		\$0
Total - 2004 TIF Bond & Int Fund	\$0	\$0	\$0	\$0	\$0

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

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

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

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

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

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

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

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

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

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

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

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

Airport Imp. (Fund #39):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	50,000		50,000		\$50,000
Capital Outlays	1,378,179	-53,601	1,324,578	275,000	\$1,599,578
Total - Airport Imp. Fund	\$1,428,179	-\$53,601	\$1,374,578	\$275,000	\$1,649,578

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

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

Series 2015B TIF Bond & Int (Midtown Market)

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	March Amend'ts	Amended Budgets
(Fund #51)					
Principal Payments	12,000		12,000		12,000
Interest Payments	8,360		8,360		8,360
Paying Agent Fees	2,000		2,000		2,000
Other Services & Charges	-		-		-
Total - Series 2015B TIF Bond & Int	\$ 22,360	\$ -	\$ 22,360	\$ -	\$ 22,360

Series 2019 TIF Bond & Int (Elam Arms)

(Fund #52)					
Principal Payments	166,000		166,000		166,000
Interest Payments	126,824		126,824		126,824
Paying Agent Fees	2,500		2,500		2,500
Other Services & Charges			0		0
Total - Series 2019 TIF Bond & Int	\$ 295,324	\$ -	\$ 295,324	\$ -	\$ 295,324

Municipal Road & Bridge (Fund #72):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	1,776,288	-328,000	1,448,288		\$1,448,288
Capital Outlays	5,629,807		5,629,807	350,000	\$5,979,807
Principal	0		0		\$0
Interest	0		0		\$0
Total - Municipal Road & Bridge	\$7,406,095	-\$328,000	\$7,078,095	\$350,000	\$7,428,095

Mass Transit (Fund #73):

Personnel	\$1,300,721		\$1,300,721	\$71,600	\$1,372,321
Supplies & Expenses	246,410		246,410		\$246,410
Other Services & Charges	437,275	92,000	529,275		\$529,275
Capital Outlays	2,797,824	-262,000	2,535,824		\$2,535,824
Total - Mass Transit Fund	\$4,782,230	-\$170,000	\$4,612,230	\$71,600	\$4,683,830

Water & Sewer Construction (Fund #75):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	654,500	2,167	656,667		\$656,667
Transfers					
Capital Outlays	4,202,000	5,300	4,207,300	2,720,000	\$6,927,300
Total - W & S Construction Fund	\$4,856,500	\$7,467	\$4,863,967	\$2,720,000	\$7,583,967

Community Centers (Fund #77):

Personnel	\$620,340	\$7,840	\$628,180		\$628,180
Supplies & Expenses	41,700		41,700		\$41,700
Other Services & Charges	196,300		196,300		\$196,300
Capital Outlays	42,500		42,500		\$42,500
Total - Community Centers Fund	\$900,840	\$7,840	\$908,680	\$0	\$908,680

Community Dev. Block Grant (Fund #82):

Personnel	\$274,050	\$13,665	\$287,715		\$287,715
Supplies & Expenses	8,250		8,250		\$8,250
Other Services & Charges	973,950		973,950		\$973,950
Capital Outlays	1,886,956	-156,500	1,730,456		\$1,730,456

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	March Amend'ts	Amended Budgets
Transfers	0		0		\$0
Total - CDBG Fund	\$3,143,206	-\$142,835	\$3,000,371	\$0	\$3,000,371

Covid Fiscal Recovery Fund (Fund #79):

Supplies	\$0		0		\$0
Other Services & Charges	\$0		0		\$0
Transfers Out	\$1,000,000	-\$1,000,000	0		\$0
Capital Outlay	11,875,000	\$1,000,000	12,875,000		\$12,875,000
Total - Series 2009 G.O. Bonds	\$12,875,000	\$0	\$12,875,000	\$0	\$12,875,000

Special Sales Tax-Parks/Rec/USM Improvements (Fund #86):

Personal Services	\$51,020		51,020		\$51,020
Supplies	\$0		0		\$0
Other Services & Charges	\$1,496,500		1,496,500		\$1,496,500
Transfers Out	\$0		0		\$0
Capital Outlay	2,845,480	-\$249,754	2,595,726		\$2,595,726
Total - Parks/Rec/USM Impr.	\$4,393,000	-\$249,754	\$4,143,246	\$0	\$4,143,246

Public Safety/Recreation Construction (Fund #88):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	22,100,000	-758,436	21,341,564		\$21,341,564
Transfers to other Funds	0		0		\$0
Total - Series 2002 Const. Fund	\$22,100,000	-\$758,436	\$21,341,564	\$0	\$21,341,564

MDA Energy Efficiency Capital Projects (Fund #89):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Transfers	0		0		\$0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0

Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Transfers	0		0		\$0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0

TIF Construction (Fund # 91):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Transfers	0	821	821		\$821
Total - Series 2004 Const. Fund	\$0	\$821	\$821	\$0	\$821

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

Infrastructure Impr-Internet Sales Tax (Fund #97):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Transfers			0		\$0
Capital Outlays	2,900,000	116,560	3,016,560		\$3,016,560
Total - Internet Sales Tax Fund	\$2,900,000	\$116,560	\$3,016,560	\$0	\$3,016,560

Kamper Park Imp. (Fund #98):

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

Series 2010 Water & Sewer G.O. Constr. (Fund #99):

Personnel					\$0
Supplies & Expenses					\$0
Other Services & Charges			0		\$0
Capital Outlay	\$0		0		\$0
Transfers out	\$0		0		\$0
Total - Series 2010 Constr.	\$0	\$0	\$0	\$0	\$0

Series 2013 Water & Sewer Revenue Constr. (Fund #105):

Personnel			0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	\$0		0		\$0
Capital Outlay	\$0		0		\$0
Transfers	\$571	\$1	572		\$572
Total - Series 2013 Constr.	\$571	\$1	\$572	\$0	\$572

Series 2016 Water & Sewer Taxable Bonds Constr. (Fund #93):

Personnel			0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	\$0		0		\$0
Capital Outlay	\$2,000,000	\$123,150	2,123,150		\$2,123,150
Transfers			0		\$0
Total - Series 2016 Constr.	\$2,000,000	\$123,150	\$2,123,150	\$0	\$2,123,150

Series 2012 Water & Sewer Const. (Fund #94):

Personnel	\$0		\$0		\$0
Supplies & Expenses	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	March Amend'ts	Amended Budgets
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Transfers Out	64		64		\$64
<i>Total - Series 2012 Const.</i>	\$64	\$0	\$64	\$0	\$64

**GRAND TOTAL - FUNDS OTHER
 THAN THE GENERAL FUND**

	\$127,682,924	-\$1,195,649	\$126,487,275	\$3,920,990	\$130,408,265
General Fund	\$55,061,348	\$6,818,973	\$61,880,321	\$784,389	\$62,664,710
TOTAL EXPENDITURES & TRANSFERS	\$182,744,272	\$5,623,324	\$188,367,596	\$4,705,379	\$193,072,975
Less: Interfund Transfers	-27,458,426	409,297	-27,049,129	0	-27,049,129
TOTAL EXPENDITURES	\$155,285,846	\$6,032,621	\$161,318,467	\$4,705,379	\$166,023,846

Recap of City-Wide Expenditure Budgets:

Personnel	\$40,932,849	\$535,405	\$41,468,254	\$100,235	\$41,568,489
Supplies & Expenses	\$4,634,699	\$125,267	\$4,759,966	\$9,102	\$4,769,068
Other Services & Charges	\$29,092,223	\$4,571,707	\$33,663,930	\$858,200	\$34,522,130
Capital Outlays	\$61,152,070	\$800,242	\$61,952,312	\$3,737,842	\$65,690,154
Principal Payments	14,358,662	0	14,358,662	0	14,358,662
Interest Payments	5,115,343	0	5,115,343	0	5,115,343
<i>Total Expenditure Budgets</i>	\$155,285,846	\$6,032,621	\$161,318,467	\$4,705,379	\$166,023,846

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 Federal Programs Administration Supplies Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$2,900	\$2,900	Budget expenditures for Lead Grant

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Federal Programs Administration Other Services & Charges

Unappropriated Fund Balance:

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$328,239	\$328,239	Budget expenditures for Lead Grant

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	\$539,562	\$548,182	Adjust budget for installation of vehicle equipment/Safety complex

Section 4. 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 BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,887,300	\$500,000	\$2,387,300	Adjust budget for purchase of water meters

Section 5. That the following budget amendments are hereby authorized to be made in the City's Airport Improvement Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,378,179	\$221,399	\$1,599,578	Adjust budget for Airport improvements

Section 6. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer Construction Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$4,202,000	\$2,725,300	\$6,927,300	Budget fund balance for Midtown W&S Project/Safety complex parking lot

Section 8. 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 8th day of March, 2022.

(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 8th day of March, 2022.

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	2,110,447
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	442,500
Total From All Sources	
Other Than taxation	36,895,142
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	\$70,113,572

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	4,724,009
Supplies & Expenses	204,415
Other services & Charges	5,579,584
Capital Outlays	34,342
Total - General Government	10,542,350
Police Dept.:	
Personnel	11,723,398
Supplies & Expenses	780,029
Other services & Charges	1,029,759
Capital Outlays	548,182
Total - Police Dept.	14,081,368
Police & Fire Training:	
Personnel	45,860
Supplies & Expenses	98,642
Other services & Charges	64,645
Capital Outlays	0
Total - Police & Fire Training	209,147
Fire Dept.:	
Personnel	9,150,567
Supplies & Expenses	286,800
Other services & Charges	315,034
Capital Outlays	0
Total - Fire Dept.	9,752,401
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	5,420,016
Capital Outlays	1,054,000
Total - Public Services	<u>13,788,592</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	1,329,509
Total - Eco. Dev.	<u>5,472,509</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>62,714,710</u>
Ending Cash Balance	<u>\$7,398,862</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$70,113,572</u>

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

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$1,000
State Grants	6,660
County Shared Revenues	0
Misc. grants	0

Charges for Services:

Culture & Recreation	33,800
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Miscellaneous	4,000
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Transfers-In	1,745,000
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Non-Revenue Receipts	0
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Total From All Sources

Other Than taxation	1,790,460
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Beginning Cash and

Investment Balance	811,236
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Amount to be Raised by Tax Levy	979,000
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TOTAL FROM ALL SOURCES

\$3,580,696

EXPENDITURES & ENDING CASH:

Culture & Recreation:

Personnel	2,088,185
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Supplies & Expenses	429,760
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Other services & Charges	938,371
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Capital Outlays	85,000
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Total Expenditures	<u>\$3,541,316</u>
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Cash balance at End of Year	<u>39,380</u>
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TOTAL EXPENDITURES AND

ENDING CASH BALANCE

\$3,580,696

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

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State-Shared Revenues	\$271,500
Charges for Services	95,652
Fines & Forfeits	0
Miscellaneous	2,400
Transfers In	0
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	<u>369,552</u>
Beginning Cash and	
Investment Balance	<u>314,342</u>
TOTAL FROM ALL SOURCES	<u><u>\$683,894</u></u>

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	\$0
Supplies & Expenses	69,500
Other services & Charges	55,000
Capital Outlays	75,000
Lease Debt Service - Principal	64,120
Lease Debt Service - Interest	5,919
Total Expenditures	<u>\$269,539</u>
Cash balance at End of Year	<u>414,355</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$683,894</u></u>

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

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Shared Revenues	60,000
Misc. grants	0
Miscellaneous	500
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>60,500</u>
Beginning Cash and	
Investment Balance	<u>187,069</u>
TOTAL FROM ALL SOURCES	<u><u>\$247,569</u></u>

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	247,000
Capital Outlays	<u>0</u>
Total Expenditures	<u>\$247,000</u>
Cash balance at End of Year	<u>569</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$247,569</u></u>

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

**WATER & SEWER OPERATION
AND MAINTENANCE FUND:**

REVENUES & BEG. CASH:

Charges for Services	\$40,000
Transfers-In	13,000,000
Miscellaneous	3,500
Non-Revenue Receipts	3,000
Total From All Sources	
Other Than taxation	13,046,500
Beginning Cash and	
Investment Balance	1,811,765
TOTAL FROM ALL SOURCES	\$14,858,265

EXPENDITURES & ENDING CASH:

Personnel	3,245,180
Supplies & Expenses	1,253,120
Other services & Charges	9,269,340
Capital Outlays	509,312
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$14,276,952
Cash balance at End of Year	581,313
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$14,858,265

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

**WATER & SEWER BOND
AND INTEREST FUND:**

REVENUES & BEG. CASH:

Transfers-In	\$7,550,000
Miscellaneous	75,000
Non-Revenue Receipts	<u>0</u>
Total Revenues	<u>7,625,000</u>
Beginning Cash Balance	<u>36,801,935</u>
TOTAL FROM ALL SOURCES	<u><u>\$44,426,935</u></u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	10,910,000
Interest on Bonds	2,218,346
Other Services & Charges	0
Paying Agent Fees	<u>15,000</u>
Total Expenditures	<u>13,143,346</u>
Cash balance at End of Year	<u>31,283,589</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$44,426,935</u></u>

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

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$2,500
Miscellaneous	40,000
Metered Water Sales	11,884,670
Taps	150,000
Water Turn-On Fees	60,000
Sewer Connections	50,000
Sewer Charges	11,594,800
Total Revenues	<u>23,781,970</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u>\$23,781,970</u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	81,500
Principal Redeemed - Notes	0
Interest on Notes	0
Operating Transfers Out	23,700,470
Total Expenditures	<u>\$23,781,970</u>
Cash balance at End of Year	<u>\$0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$23,781,970</u>

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

***2020 TAX INCREMENT FINANCING (PLANET FITNESS) BOND & INT
FUND (DEBT SERVICE FUND):***

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	33,579
Total From All Sources	
Other Than taxation	33,579
Beginning Cash and	
Investment Balance	134,536
Amount to be Raised by Tax Levy	27,667
TOTAL FROM ALL SOURCES	\$195,782

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	44,000
Interest on Bonds	19,000
Paying Agent Fees	0
Transfers Out	0
Other Services & Charges	100
Total Expenditures	\$63,100
Cash balance at End of Year	132,682
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$195,782

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

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$0
Interest	80,000
Non-Revenue receipts	0
Transfers-In	0
Total From All Sources	
Other Than taxation	80,000
Beginning Cash and	
Investment Balance	6,189,799
Amount to be Raised by Tax Levy	2,390,000
TOTAL FROM ALL SOURCES	\$8,659,799

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	1,640,420
Interest on Bonds	2,046,383
Other Services & Charges	32,000
Transfers	0
Paying Agent Fees	20,000
Total Expenditures	\$3,738,803
Cash balance at End of Year	4,920,996
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$8,659,799

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

SUPPLEMENTAL ENVIRONMENTAL PROJECT FUND

REVENUES & BEG. CASH:

Transfers In	<u>\$50,000</u>
Total From All Sources	
Other Than taxation	<u>50,000</u>
Beginning Cash and	
Investment Balance	<u>50,000</u>
TOTAL FROM ALL SOURCES	<u>\$100,000</u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	100,000
Operating transfers out	<u>0</u>
Total Expenditures	<u>\$100,000</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$100,000</u>

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

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	0
Fines & Forfeits	2,828
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	2,828
Beginning Cash and	
Investment Balance	90,124
TOTAL FROM ALL SOURCES	\$92,952

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	35,267
Other services & Charges	20,000
Capital Outlays	37,685
Transfers Out	0
Total Expenditures	\$92,952
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$92,952

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

SERIES 2002 TIF BOND & INTEREST
FUND (Southern Pointe Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfers In	\$0
County-Shared Revenues	141,401
Total From All Sources	
Other Than taxation	141,401
Beginning Cash and	
Investment Balance	328,648
Amount to be Raised by Tax Levy	138,876
TOTAL FROM ALL SOURCES	\$608,925

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	170,000
Interest on Bonds	73,963
Other Services & Charges	2,000
Total Expenditures	\$245,963
Cash balance at End of Year	362,962
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$608,925

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

SERIES 2003 TIF BOND & INTEREST
FUND (Chauvet Square Project):

REVENUES & BEG. CASH:

Interest	\$2,000
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	2,000
Beginning Cash and	
Investment Balance	209,070
Amount to be Raised by Tax Levy	<u>200,000</u>
TOTAL FROM ALL SOURCES	<u><u>\$411,070</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	145,000
Interest on Bonds	45,995
Other Services & Charges	2,500
Transfers to Other Funds	<u>0</u>
Total Expenditures	<u>\$193,495</u>
Cash balance at End of Year	<u>217,575</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$411,070</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
for the fiscal year ended September 30, 2022

SERIES 2007 TIF BOND & INTEREST
FUND (Turtle Creek):

REVENUES & BEG. CASH:

Interest	\$2,000
County Shared Revenue	\$61,945
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	63,945
Beginning Cash and	
Investment Balance	208,518
Amount to be Raised by Tax Levy	115,000
TOTAL FROM ALL SOURCES	\$387,463

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	100,000
Interest on Bonds	39,230
Other Services & Charges	4,000
Total Expenditures	\$143,230
Cash balance at End of Year	244,233
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$387,463

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

2008 TIF BOND AND INTEREST FUND
FUND (Lincoln Center):

REVENUES & BEG. CASH:

Interest	\$600
County Shared Revenue	\$0
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>600</u>
Beginning Cash and	
Investment Balance	75,087
Amount to be Raised by Tax Levy	<u>40,000</u>
TOTAL FROM ALL SOURCES	<u><u>\$115,687</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	50,000
Interest on Bonds	4,000
Other Services & Charges	<u>1,000</u>
Total Expenditures	<u>\$55,000</u>
Cash balance at End of Year	<u>60,687</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$115,687</u></u>

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

2011 TIF BOND AND INTEREST FUND
FUND (Turtle Creek Crossing/Kohl's):

REVENUES & BEG. CASH:

Interest	\$10
County Shared Revenue	\$0
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	10
Beginning Cash and	
Investment Balance	490
Amount to be Raised by Tax Levy	0
TOTAL FROM ALL SOURCES	\$500

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Transfers	500
Total Expenditures	\$500
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$500

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

2016 TIF BOND AND INTEREST
FUND (Whispering Pines):

REVENUES & BEG. CASH:

Interest	\$3,000
County Shared Revenue	\$205,773
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>208,773</u>
Beginning Cash and	
Investment Balance	510,502
Amount to be Raised by Tax Levy	<u>167,296</u>
TOTAL FROM ALL SOURCES	<u><u>\$886,571</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	182,000
Interest on Bonds	97,383
Other Services & Charges	<u>2,000</u>
Total Expenditures	<u>\$281,383</u>
Cash balance at End of Year	<u>605,188</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$886,571</u></u>

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

2016 TIF BOND AND INTEREST FUND
FUND (Hattiesburg Clinic Midtown):

REVENUES & BEG. CASH:

Interest	\$500
County Shared Revenue	\$41,605
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>42,105</u>
Beginning Cash and	
Investment Balance	54,303
Amount to be Raised by Tax Levy	<u>34,040</u>
TOTAL FROM ALL SOURCES	<u><u>\$130,448</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	51,000
Interest on Bonds	24,645
Other Services & Charges	<u>0</u>
Total Expenditures	<u>\$75,645</u>
Cash balance at End of Year	<u>54,803</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$130,448</u></u>

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

**AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$1,438,361
State Shared Revenues	67,409
Miscellaneous	40,000
Transfers In	250,000
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>1,795,770</u>
Beginning Cash and	
Investment Balance	<u>(219,192)</u>
TOTAL FROM ALL SOURCES	<u><u>\$1,576,578</u></u>

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	50,000
Capital Outlays	<u>1,599,578</u>
Total Expenditures	<u>\$1,649,578</u>
Cash balance at End of Year	<u>(73,000)</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$1,576,578</u></u>

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

2015A TIF BOND AND INTEREST FUND
FUND (The Ridge at Turtle Creek):

REVENUES & BEG. CASH:

Interest	\$700
County Shared Revenue	\$29,857
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>30,557</u>
Beginning Cash and	
Investment Balance	123,760
Amount to be Raised by Tax Levy	<u>89,571</u>
TOTAL FROM ALL SOURCES	<u><u>\$243,888</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	71,000
Interest on Bonds	48,430
Other Services & Charges	<u>2,000</u>
Total Expenditures	<u>\$121,430</u>
Cash balance at End of Year	<u>122,458</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$243,888</u></u>

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

2015B TIF BOND AND INTEREST FUND
FUND (Midtown Market):

REVENUES & BEG. CASH:

Interest	\$50
County Shared Revenue	\$11,380
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>11,430</u>
Beginning Cash and	
Investment Balance	12,550
Amount to be Raised by Tax Levy	<u>10,707</u>
TOTAL FROM ALL SOURCES	<u><u>\$34,687</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	12,000
Interest on Bonds	8,360
Paying Agent Fees	2,000
Other Services & Charges	<u>0</u>
Total Expenditures	<u>\$22,360</u>
Cash balance at End of Year	<u>12,327</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$34,687</u></u>

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

SERIES 2019 TIF BOND & INT
FUND (ELAM ARMS):

REVENUES & BEG. CASH:

Interest	\$1,500
County Shared Revenue	\$164,379
Transfer From Other Funds	<u>66,407</u>
Total From All Sources	
Other Than taxation	<u>232,286</u>
Beginning Cash and	
Investment Balance	738,787
Amount to be Raised by Tax Levy	<u>133,642</u>
TOTAL FROM ALL SOURCES	<u><u>\$1,104,715</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	166,000
Interest on Bonds	126,824
Other Services & Charges	<u>2,500</u>
Total Expenditures	\$295,324
Cash balance at End of Year	<u>809,391</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$1,104,715</u></u>

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

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$1,925,974
State Grants	4,289,511
County Shared Revenues	1,820,000
Miscellaneous	0
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	8,035,485
Beginning Cash and	
Investment Balance	72,336
TOTAL FROM ALL SOURCES	\$8,107,821

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	1,448,288
Capital Outlays	5,979,807
Principal Payments	0
Interest Payments	0
Total Expenditures	\$7,428,095
Cash balance at End of Year	679,726
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$8,107,821

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

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$3,664,365
State Grants	\$100,000
Miscellaneous	145,700
Transfers-In	400,000
Non-Revenue Reciepts	0

Total From All Sources

Other Than taxation

4,310,065

Beginning Cash and

Investment Balance

117,829

Amount to be Raised by Tax Levy

244,000

TOTAL FROM ALL SOURCES

\$4,671,894

EXPENDITURES & ENDING CASH:

Personnel

1,372,321

Supplies & Expenses

246,410

Other services & Charges

529,275

Capital Outlays

2,535,824

Total Expenditures

\$4,683,830

Cash balance at End of Year

(11,936)

TOTAL EXPENDITURES AND

ENDING CASH BALANCE

\$4,671,894

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

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$0
Miscellaneous	87,000
Transfers-In	2,276,470
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>2,363,470</u>
Beginning Cash and	
Investment Balance	<u>4,010,170</u>
TOTAL FROM ALL SOURCES	<u><u>\$6,373,640</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	\$656,667
Capital Outlays	6,927,300
Transfers	<u>0</u>
Total Expenditures	<u>7,583,967</u>
Cash balance at End of Year	<u>(1,210,327)</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$6,373,640</u></u>

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

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$20,000
Miscellaneous	3,500
Transfers-In	850,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	873,500
Beginning Cash and	
Investment Balance	91,336
TOTAL FROM ALL SOURCES	\$964,836

EXPENDITURES & ENDING CASH:

Personnel	628,180
Supplies & Expenses	41,700
Other services & Charges	196,300
Capital Outlays	42,500
Total Expenditures	\$908,680
Cash balance at End of Year	56,156
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$964,836

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

COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$3,157,411
Miscellaneous	\$0
Transfers In	35,795
Total From All Sources	
Other Than taxation	3,193,206
Beginning Cash and	
Investment Balance	(142,780)
TOTAL FROM ALL SOURCES	\$3,050,426

EXPENDITURES & ENDING CASH:

Personnel	277,715
Supplies & Expenses	8,250
Other services & Charges	973,950
Capital Outlays	1,740,456
Transfers	0
Total Expenditures	\$3,000,371
Cash balance at End of Year	50,055
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$3,050,426

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

COVID FISCAL RECOVERY FUND:

REVENUES & BEG. CASH:

Federal Grants	6,437,500
Interest Earnings	0
Total Revenues	<u>6,437,500</u>
Beginning Cash and Investment Balance	6,438,321
TOTAL FROM ALL SOURCES	<u><u>\$12,875,821</u></u>

EXPENDITURES & ENDING CASH:

Supplies	
Other services & Charges	0
Capital Outlays	12,875,000
Transfers Out	0
Total Expenditures	<u>\$12,875,000</u>
Cash balance at End of Year	<u>821</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$12,875,821</u></u>

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

SPECIAL SALES TAX-PARKS/RECREATION/USM IMPROVEMENTS FUND

REVENUES & BEG. CASH:

Intergovernmental Revenues:

Federal Grants	0
State Grants	
State Shared Revenues	2,993,000
Miscellaneous	0
Total Revenues	<u>2,993,000</u>
Beginning Cash and Investment Balance	1,150,246
TOTAL FROM ALL SOURCES	<u><u>\$4,143,246</u></u>

EXPENDITURES & ENDING CASH:

Personal Services	51,020
Other services & Charges	1,496,500
Capital Outlays	2,595,726
Transfers to Other Funds	0
Total Expenditures	<u>\$4,143,246</u>
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$4,143,246</u></u>

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

***Public Safety Complex/Recreation
Construction Fund:***

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Bond Premium	0
State Grants	0
Transfers	0
Interest Earnings	
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	21,341,564
TOTAL FROM ALL SOURCES	<u><u>\$21,341,564</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	21,341,564
Transfers to Other Funds	<u>0</u>
Total Expenditures	<u>\$21,341,564</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$21,341,564</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 20225

TIF Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	\$0
Interest Earnings	0
Total Revenues	0
Beginning Cash and Investment Balance	821
TOTAL FROM ALL SOURCES	\$821

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	0
Transfers to Other Funds	821
Total Expenditures	\$821
Cash Balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$821

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

SERIES 2016 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>2,123,150</u>
TOTAL FROM ALL SOURCES	<u><u>\$2,123,150</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	2,123,150
Transfers Out	
Total Expenditures	<u>\$2,123,150</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$2,123,150</u></u>

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

SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	
Total Revenues	<u>0</u>
Beginning Cash and	
Investment Balance	<u>64</u>
TOTAL FROM ALL SOURCES	<u><u>\$64</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	
Capital Outlays	0
Transfers Out	<u>64</u>
Total Expenditures	<u>\$64</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$64</u></u>

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

2019 FIRE STATION
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	\$0
Grant Revenues - State of MS	0
Transfers In	0
Note Proceeds	
Proceeds from General Obligation Bond Issue	0
Total Revenues	<u>0</u>
Beginning Cash and	
Investment Balance	961,109
TOTAL FROM ALL SOURCES	<u><u>\$961,109</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	961,109
Transfers Out	0
Total Expenditures	<u>\$961,109</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$961,109</u></u>

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

INFRASTRUCTURE IMPROVEMENTS - INTERNET SALES TAX FUND:

REVENUES & BEG. CASH:

Intergovernmental Revenue	\$2,500,000
Transfers In	0
Miscellaneous	
Non-Revenue Receipts	
Total Revenues	<u>2,500,000</u>
Beginning Cash and	
Investment Balance	<u>516,560</u>
TOTAL FROM ALL SOURCES	<u><u>\$3,016,560</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Transfers Out	0
Capital Outlays	<u>3,016,560</u>
Total Expenditures	<u>\$3,016,560</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$3,016,560</u></u>

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

KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	0
Beginning Cash and Investment Balance	2,350
TOTAL FROM ALL SOURCES	\$2,350

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	2,350
Total Expenditures	\$2,350
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$2,350

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

SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>572</u>
TOTAL FROM ALL SOURCES	<u>\$572</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	0
Transfers Out	<u>572</u>
Total Expenditures	<u>\$572</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$572</u>



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, March 8, 2022

Re: Approve a Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Athletic Booster Club (HABC) for advertisement sponsorship as outlined in the attached agreement, in accordance with Mississippi 17-3-1, in an amount not to exceed \$25,000.00 and authorize the Mayor to execute the same.
File Number: 2022-134
Minute Book #

Summary

Ratify advertising agreement between City of Hattiesburg and Hattiesburg Athletic Booster Club.

Recommendation Statement

I recommend this item be added to the agenda for consideration.

Please place this on the March 8, 2022 City Council meeting for consideration.



Athletic Booster Club

CONTRACTUAL AGREEMENT BETWEEN
Hattiesburg Athletic Booster Club
AND
THE CITY OF HATTIESBURG

This contract between the City of Hattiesburg (City) and Hattiesburg Athletic Booster Club (HABC) establishes as an advertisement partnership whereby the City agrees to pay \$25,000 in consideration of the following authorized pursuant to MS Code 17-3-1:

- 30 second commercials on Video board at all home games
- Signage in the HHS Buddy Watkins Gymnasium on the electronic scorer's table with mentions
- Signage at HHS DI Patrick Stadium for football, track and soccer events with mentions
- Full page ad in the HHS Football Media Guide fall
- Advertising on the HHS Football Radio Broadcast and Logo on NFHS Streaming (\$2,000)
- Half-time Radio Interviews Sponsorship with designee to promote City and Events
- Signage at HHS Smokey Harrington Baseball Park with mentions

The term of this contract shall be for one (1) year. At the end of this period, both parties shall review the contract and renew the terms established at that time.

Toby Barker

Mayor

City of Hattiesburg

Chad Davis

President

Hattiesburg Athletic Booster Club



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 8, 2022

Re: Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the Fountainbleau Apartments Sewer Improvements Project and authorize the Mayor to execute in duplicate.
File Number: 2022-137
Minute Book #

Summary

Approve contract with Shows, Dearman and Waits, Inc. for engineering services related to the Fountainbleau Apartments Sewer Improvements Project and Authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 8, 2022 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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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **March 8, 2022** ("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: **Fountainbleau Apartments Sewer Improvements Project** ("Project").

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

Engineer's services under this Agreement are generally identified as follows:

Investigation and study of the sewer system, provide recommendation for a design solution required, preparation of plans and specifications for the completion of design phase services for the Project, and provision of construction phase engineering and project representative services for the areas identified in Attachment A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 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, and the dispute dealt with as set out in Mississippi Code Ann. Section 31-7-305.
- 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.

- 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 in accordance with local, state and federal law.
- 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; (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. Section Deleted
- C. 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.

- D. Upon written request the Engineer shall deliver to the Owner 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.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. 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.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

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. Engineer is hereby bound and the successors, executors, administrators, and legal representatives of Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Engineer) are hereby bound to the Owner 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 other provisions of this Agreement, or exercising 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 days 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 *Shared Negligence*

- A. *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.

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, DELETED
- 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 anything 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: City of Hattiesburg

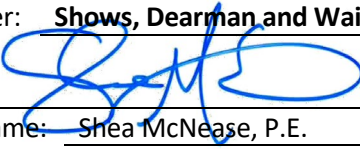
By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shows, Dearman and Waits, Inc.

By:  _____

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

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

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

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 **3/8/2022**.

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". 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.

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 180 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.

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 270 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 subcontractors, 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, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for

Exhibit A – Engineer's Services

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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.
 - 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.

Exhibit A – Engineer's Services

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

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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 3/8/2022.

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

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 3/8/2022.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost

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) – Percentage of Construction Cost Method of Payment

- A. 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. *General:* An amount equal to **nine (9)** percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
 3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **NONE**.

4. *Progress Payments:*

- a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost 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.
- b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Preliminary Design Phase	30%
Final Design Phase	60%
Bidding or Negotiating Phase	10%
	100%

- c. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

COMPENSATION PACKET RPR-2:
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

A. 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 **\$80,000.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **180 day** construction schedule.

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 Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer **NONE**.

C. 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 **1.2**.
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.

4. 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.

**COMPENSATION PACKET AS-1:
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 as mutually agreed upon by both parties.
 2. 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.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2023) 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 1.2.
 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 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **3/8/2022**.

Standard Hourly Rates Schedule - 2020

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 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	\$115/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 3/8/2022.

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 3/8/2022.

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 --

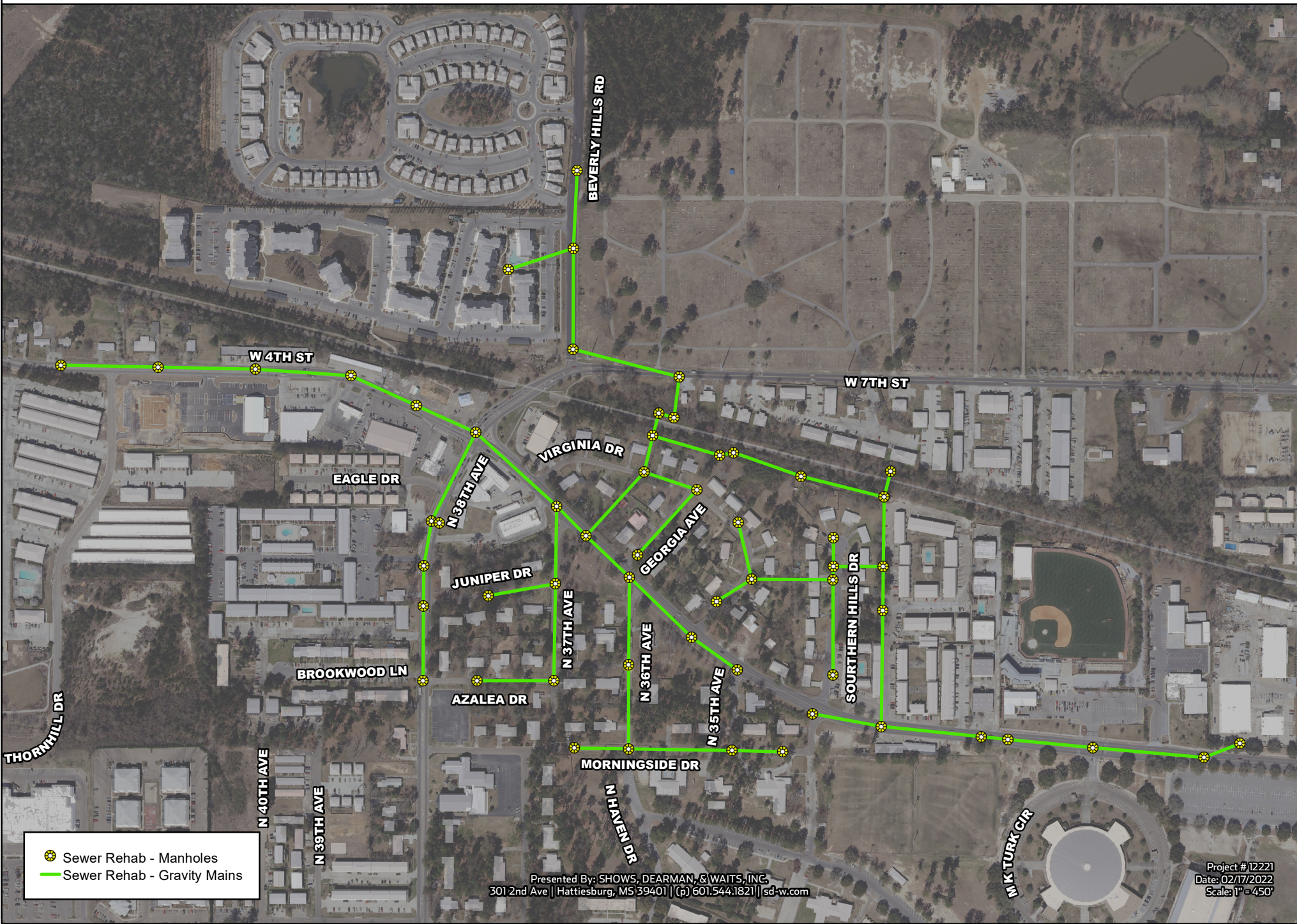
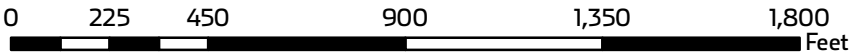
- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$1,000,000

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. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Fountainbleau Area Sewer Rehabilitation





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 8, 2022

Re: Approve Contract with Shows, Dearman and Waits, Inc. for engineering services related to the Hattiesburg High Area Infrastructure Improvements Phase II project and Authorize the Mayor to execute in duplicate.
File Number: 2022-141
Minute Book #

Summary

Approve contract with Shows, Dearman and Waits, Inc. for engineering services related to the Hattiesburg High Area Infrastructure Improvements Phase II project and Authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 8, 2022 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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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 4 , 2022 ("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: Hattiesburg High Area Infrastructure Improvements Project Phase II ("Project").

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

Engineer's services under this Agreement are generally identified as follows:

Preparation of plans and specifications for the completion of design phase services for the Project, and provision of construction phase engineering and project representative services for the areas identified in Attachment A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 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, and the dispute dealt with as set out in Mississippi Code Ann. Section 31-7-305.
- 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.

- 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 in accordance with local, state and federal law.
- 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; (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. Section Deleted
- C. 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.

- D. Upon written request the Engineer shall deliver to the Owner 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.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. 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.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

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. Engineer is hereby bound and the successors, executors, administrators, and legal representatives of Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Engineer) are hereby bound to the Owner 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 other provisions of this Agreement, or exercising 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 days 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 *Shared Negligence*

- A. *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.

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, DELETED
- 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 anything 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: City of Hattiesburg

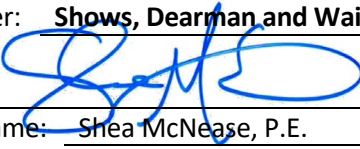
By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shows, Dearman and Waits, Inc.

By:  _____

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

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

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

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 **3/8/2022**.

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". 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.

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 180 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.

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 270 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 subcontractors, 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, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for

Exhibit A – Engineer's Services

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

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and American Society of Civil Engineers. All rights reserved.**

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.
 - 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.

Exhibit A – Engineer's Services

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

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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 3/8/2022.

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

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 3/8/2022.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost

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) – Percentage of Construction Cost Method of Payment

- A. 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. *General:* An amount equal to **nine (9)** percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
 3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **NONE**.

4. *Progress Payments:*

- a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost 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.
- b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Preliminary Design Phase	30%
Final Design Phase	60%
Bidding or Negotiating Phase	10%
	100%

- c. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

COMPENSATION PACKET RPR-2:
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*

A. *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 **\$178,500.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **300 day** construction schedule.

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 Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer **NONE**.

C. *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 **1.2**.
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.

4. 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.

**COMPENSATION PACKET AS-1:
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 as mutually agreed upon by both parties.
 2. 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.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2023) 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 1.2.
 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 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **3/8/2022**.

Standard Hourly Rates Schedule - 2020

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 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	\$115/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 3/8/2022.

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 3/8/2022.

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

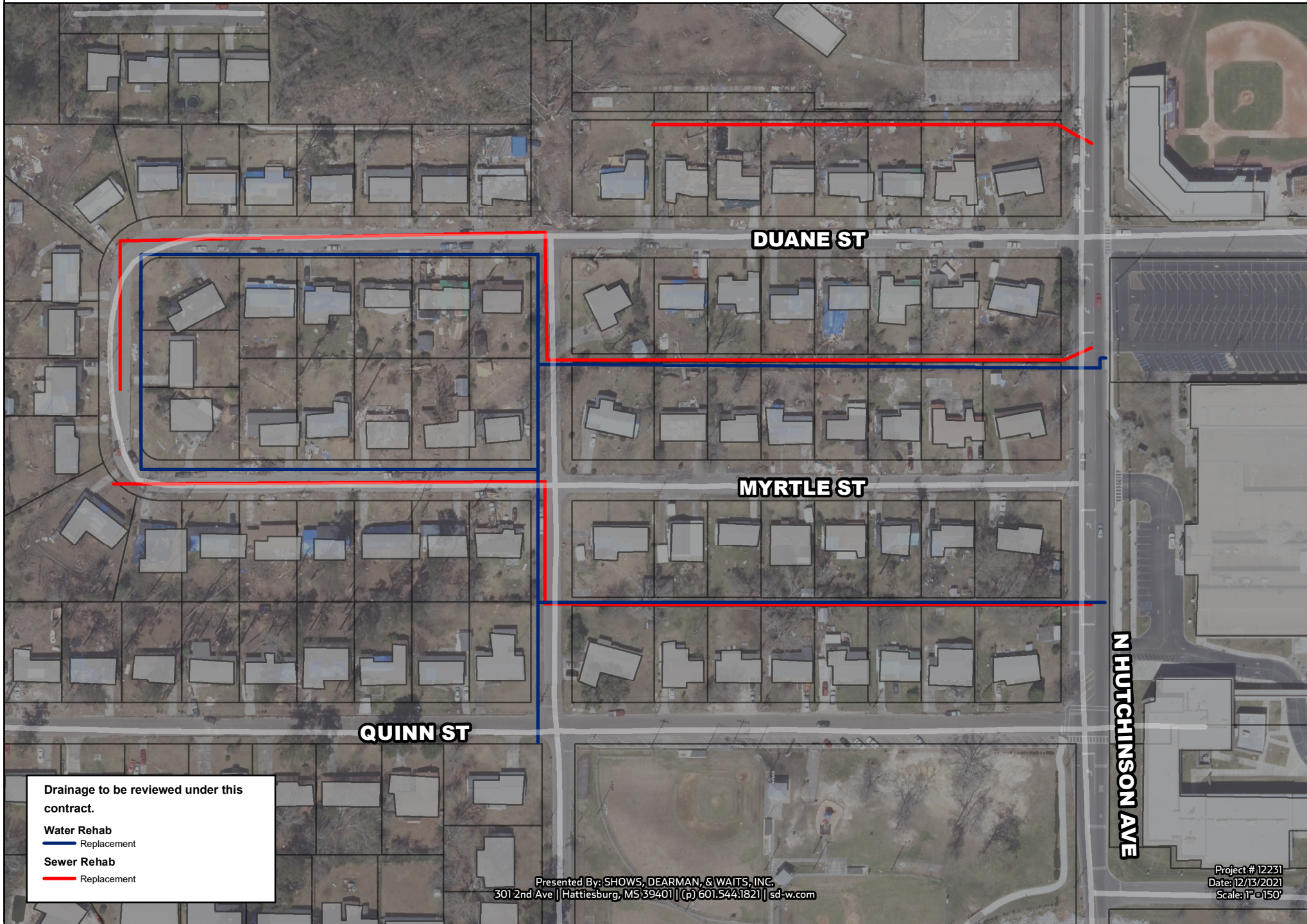
f. Professional Liability --

- 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. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Hattiesburg Highschool Infrastructure Phase II0 75 150 300 450 600
Feet



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 8, 2022

Re: Approve Agreement with Shows, Dearman and Waits, Inc. to provide data management services related to the City's fire hydrants and authorize the Mayor to execute in duplicate.
File Number: 2022-138
Minute Book #

Summary

Approve agreement with Shows, Dearman and Waits, Inc. to provide data management services related to the City's fire hydrants; Authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 8, 2022 City Council meeting for consideration.



Engineering Progress

February 14, 2022

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: Fire Hydrant Inspection Application

Dear Mr. Rutland:

The City of Hattiesburg has previously contracted with SDW, Inc. to provide a digital application and data processing of the Hattiesburg Fire Department's fire hydrant inspection data. These annual inspections are currently underway. The following is a proposal to provide data management services in relation to the City of Hattiesburg's Fire Hydrants.

SDW, Incorporated proposes the following scope of work:

- Provide an updated digital application through ArcGIS platform to facilitate the collection of baseline testing information for the City's fire hydrants.
- Produce and maintain a database of fire hydrant information generated by the aforementioned application.
- Revise the City's water system maps using a geospatial information system in accordance with the map changes noted in the aforementioned database.
- Provide the City of Hattiesburg with updated GIS maps, database and digital field maps.

The above referenced services can be provided for a lump sum cost of **\$19,750** over a 2-month period.

I appreciate this opportunity to provide you with these services and look forward to continued relationship with the City of Hattiesburg. Should you have questions or comments, please do not hesitate to contact me.

Sincerely,



Shea McNease, P.E.
Project Engineer

Accepted by the City of Hattiesburg.

Toby Barker, Mayor

Date: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 8, 2022

Re: Approve Letter Agreement with Neel-Schaffer, Inc. for Engineering Services related to the Gordon's Creek Pathway (Green St. to McLeod St.) project and Authorize the Mayor to execute in duplicate.
File Number: 2022-139
Minute Book #

Summary

Approve Letter Agreement with Neel-Schaffer, Inc. for Engineering Services related to the Gordon's Creek Pathway (Green St. to McLeod St.) project and Authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 8, 2022 City Council meeting for consideration.

February 14, 2022

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

RE: GORDON'S CREEK PATHWAY (GREEN ST. TO MCLEOD ST.)
LETTER AGREEMENT FOR PROFESSIONAL SERVICES

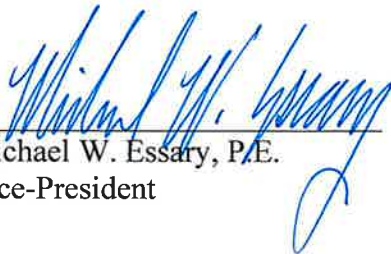
Dear Mayor Barker:

Neel-Schaffer is pleased to offer our professional engineering services to the City of Hattiesburg in reference to the Gordon's Creek Pathway Project. Our services will be provided for a fixed fee of \$37,000.00 and will be in accordance with Exhibit A – Scope of Work, Exhibit B – Project Map and Exhibit C – General Terms and Conditions, which are attached hereto and made part of this Letter Agreement.

Please indicate your acceptance of this Agreement by executing all three (3) original documents and returning one to our office. Thank you for the opportunity to be of continued service to the City of Hattiesburg.

Sincerely,

Neel-Schaffer, Inc.



Michael W. Essary, P.E.
Vice-President

ACCEPTED:

BY: _____
Toby Barker, Mayor

DATE: _____

CC: Lamar Rutland, Engineering Director

Attachments

EXHIBIT A

Scope of Work

This PROJECT includes sidewalk and pathway lighting along Gordon's Creek as shown in Exhibit B – Project Location Map.

The CONSULTANT shall prepare all plans, specifications, and provide an Opinion of Probable Cost (PS&E Assembly) as indicated in the LPA Project Development Manual.

The following engineering services shall be performed by the CONSULTANT on behalf of the Local Public Agency (LPA) in accordance with this CONTRACT at the direction of the LPA, unless otherwise modified by the Mississippi Department of Transportation (MDOT).

A monthly status report along with an updated project schedule is required. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA:

Based upon availability, the LPA will provide within normal resources of the LPA, the following:

1. Maps, aerial photographs, and other cartographic items as may be available;
2. Available old construction plans, drawings, and maps pertinent to the project;
3. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;
4. A single point of contact within the LPA for day-to-day coordination of each CONTRACT;

GENERAL REQUIREMENTS:

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and adopted by the MDOT and in effect on the effective date this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by the MDOT during the course of this CONTRACT.

The design of the project shall be in compliance with the MDOT Roadway Design Manual, and supplemented with updated design policies as described in design memos, American Association of State Highway and Transportation Officials (AASHTO)'s Policy on Geometric Design Of Highways and Streets; MDOT Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; and the Manual on Uniform Traffic Control Devices (MUTCD)l. The latest edition of the aforementioned documents shall be used.

This project shall be performed using English units.

It is the responsibility of the CONSULTANT to request and receive approval from the LPA's Project Manager prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants. As a minimum, the Scope of Work shall be divided into the following phases:

FIELD REVIEW PLANS

Part 1 -- Pre-Design Conference

Part 2 -- Conceptual Plans

Part 3 -- Field Inspection Plans

Part 4 -- Office Review Plans

Part 5 -- Final Contract Plans

FIELD SURVEY:

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans.

FIELD REVIEW PLANS:

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 - PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss LPA procedures, contract administration, data required by this CONTRACT, the design criteria, and other matters as the parties deem necessary. After the Pre-Design Conference, the Project Director shall authorize the CONSULTANT to proceed with the preparation of the conceptual design plans.

Part 2 - CONCEPTUAL PLANS

The CONSULTANT shall prepare and submit conceptual plans for the project to include, where applicable:

- A. **CONCEPTUAL PLANS:** Title Sheet(s), typical sections, plan-profile sheets, traffic control sheets, conceptual permanent directional signing layout sheets, special design sheets where needed, phase construction sheets as required (plan & elevation).

Part 3 - FIELD INSPECTION PLANS

The CONSULTANT shall prepare and submit field inspection plans in accordance with the LPA'S format based on the approved conceptual plan. The field inspection plans shall contain, as a minimum:

- A. **FIELD INSPECTION PLANS:** Title sheet, typical sections, preliminary listing of pay items, plan and profile sheets showing all geometrics, profile grades, construction limits, cross-sections, preliminary earthwork quantities, preliminary pavement marking sheets, size and location of all drainage structures, as well as any traffic control that will be required during construction. Cross drain structures shall be plotted on the cross sections.

After the field review is conducted, the CONSULTANT shall provide the LPA with written updated construction opinion of probable cost. This OPC shall be based on historical cost data from similar MDOT projects.

Part 4 - OFFICE REVIEW PLANS

After the Office Review plans (100% plan development, pending final review) are complete, the CONSULTANT shall submit one (1) set of reproducible plans for review by the LPA. A final Office Review will be required and the CONSULTANT shall be required to attend. Allow approximately three (3) weeks from the submittal date of the reproducibles for scheduling and completing the Office Review. In the office review, the LPA shall review and mark the plans with all required revisions.

After the Office Review is conducted, the CONSULTANT shall provide the LPA with a written updated construction opinion of probable cost. This OPC shall be based on the plan quantities and historical cost data for the pay items.

Part 5 - FINAL CONTRACT PLANS

The final contract plans shall include all items required in the final right-of-way plans and all other information such as, but not limited to:

- A. **FINAL CONTRACT PLANS:** Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan-profile sheets; special design sheets; and all notes and data used to develop the plans.

ADVERTISEMENT:

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows the LPA Project Development Manual and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit

Additional Items included in the scope of work:

1. Completion of forms LPA-100, LPA-700, and Env-160
2. Completion of Sampling and Testing Proposal
3. Assist in the bid opening and prepare items for concurrence to award the project
4. Boundary Survey of the Project Limits and survey plats
5. Cultural Resource Survey
6. Threatened and Endangered Species

Items Not included in the scope of work:

1. Right-of-way Acquisition Services (Boundary Surveys, ROW Plats, etc.)
2. Environmental Assessment / Environmental Impact Statement
3. Re-bidding the Project
4. Traffic Study
5. LOMR/CLOMR
6. No Rise evaluation
7. Wetland delineation

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other, nor is the relationship a fiduciary relationship between Engineer and Client. The Engineer shall not be considered to be the agent of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Engineer is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Engineer's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of the Engineer.** Engineer will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed review or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's

services, or any defect or nonconformance in the work of any construction contractor.

The Client shall promptly report to the Engineer any defects or suspected defects in the Engineer's services of which the Client becomes aware, so that the Engineer may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify the Engineer shall relieve the Engineer of any liability for costs of remedying the defects about the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom. Owner further acknowledges that any reports or studies prepared by Engineer are intended solely for the Owner's use and information, and the Owner shall defend and indemnify Engineer from any liabilities arising out of other entities' reliance on such reports or studies.
7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated 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. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

Engineer's indemnification obligation as set forth herein is expressly subject to and limited by the limitation of liability provision agreed upon by the Client and Engineer as set forth in Section 21, "Risk Allocation" of this Agreement.

Client waives any rights or claims for damage to persons or property that it or any of its successors in interest or insurers may have against Engineer for any claim or action arising out of Engineer's scope of services related to the Project or this Agreement, but only to the extent that such rights or claims for damages are covered by a policy of liability, casualty, property or other insurance, regardless of who procures such insurance.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and

EXHIBIT C

GENERAL TERMS AND CONDITIONS

from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Engineer's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments, the Engineer, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges, without recourse to the Client for loss or damage caused by such suspension. The Client further waives any and all claims against the Engineer for any such suspension. Payment for Engineer's services is not contingent on any factor, except the Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the Engineer in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in no other venue other than the Circuit Court of Madison County, Mississippi, or the United States District Court which includes within its geographical Division, Madison County, Mississippi; and shall be litigated only before a judge hearing the matter alone, as both finder of fact and law, without a jury.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

By entering into this agreement, the parties knowingly, purposefully and intelligently agree to waive their individual rights to have any dispute, controversy or claim amongst and between them, to include the Contractor's individual Shareholders, Directors and Officers, decided, heard or adjudged by a trial by jury.

Client or Engineer gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

29. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.
30. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
31. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
32. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
33. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
34. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Engineer the following information relative to the Project Owner: Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
35. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Engineer, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Engineer that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Engineer.
36. **Course of Dealing.** Client and Engineer agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 8, 2022

Re: Approve Agreement for Local Agency Highway-Railway Grade Separation Improvements and a Permanent Easement for Both Encroachment and Airspace, both with Illinois Central Railroad Company for the Hall Avenue East Overpass Project.
File Number: 2022-135
Minute Book #

Summary

Ratify the Mayor's signature on an Agreement for Local Agency Highway-Railway Grade Separation Improvements and a Permanent Easement for Both Encroachment and Airspace, both with Illinois Central Railroad Company for the Hall Avenue East Overpass Project.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 8, 2022 City Council meeting for consideration.

**AGREEMENT
FOR
LOCAL AGENCY HIGHWAY-RAILWAY
GRADE SEPARATION IMPROVEMENTS**

THIS AGREEMENT, made and entered into this 23rd day of February 2022 by and between the CITY of HATTIESBURG in Forrest County of the State of Mississippi, hereinafter referred to as the "Local Agency" and the ILLINOIS CENTRAL RAILROAD COMPANY, hereinafter referred to as "Railroad";

WITNESSETH

Whereas, Hall Avenue does not cross the right-of-way and the tracks of Railroad as an at-grade highway crossing at the location listed on the attached Exhibit "A", by reference hereto made a part hereof; and

Whereas, in the interest of public safety and convenience, the parties hereto propose to construct a Highway-Railway Grade Separation at said location; and

Whereas, the parties hereto agree to accomplish the proposed improvements, all or in part, through the use of Federal, State and/or Local Agency funds which are provided under applicable Federal, State and/or Local Agency Act, Law and/or appropriation;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectfully kept and performed as hereinafter set forth, it is hereby agreed as follows:

ARTICLE I. For the purpose of identifying the plans, specifications, estimates and other documents, this project will be designed as "Bridge Project Hall Avenue East, at IC milepost K 94.44, DOT No. 931 470D, Hall Avenue East Bridge over ICRR in Hattiesburg, Mississippi."

ARTICLE II. The Project covered under this agreement shall be subject to the "SPECIAL PROVISIONS" attached hereto as Exhibit "B", by reference made a part

hereof, and to all applicable Federal and State laws, rules, regulations, orders and approvals pertaining to agreements, specifications, award of contracts, acceptance of work and procedures in general. With respect to reimbursement for work performed by the Railroad on behalf of the Project, Local Agency and Railroad shall be governed by the applicable provisions of the Federal-Aid Policy Guide (FAPG), as currently amended, which is also made part of this agreement by reference.

ARTICLE III. Terms and conditions covering the permanent easement and the expenses resulting therefrom shall be covered by a separate agreement between the Railroad and the Local Agency and, except as may be specifically provided in said separate agreement, all work set forth therein shall be performed at no expense to the Grantor. It is expressly understood and agreed that no work of any sort shall be done on said area prior to the execution of the easement agreement.

ARTICLE IV. The Railroad shall prepare the detailed drawings, plans (including surveys and other engineering services), estimates of cost and any required specifications for the improvements proposed listed under "WORK TO BE PERFORMED BY RAILROAD" on Exhibit "A". These detailed plans, estimates and specifications shall be submitted to Local Agency for its approval. No approved plan or specification shall be changed by the Railroad without written permission from the Local Agency, excepting for minor changes necessitated by actual field conditions encountered at the time of construction or substitutions of equivalent materials as may be agreed upon by Railroad's and Local Agency's respective representatives.

ARTICLE V. All items of work listed under "WORK TO BE PERFORMED BY RAILROAD" on Exhibit "A" shall be performed by the Railroad with its own forces or as otherwise provided herein on a force account basis. In the event the Railroad intends to use forces other than its own under a continuing contract or contracts, the Railroad shall indicate in its estimate(s) the item(s) of work to be performed under such contract or contract(s) and list in its estimate(s) the names of each contractor whose services will be used to perform the work. If the estimate of the cost for such work (including labor, materials and/or equipment) to be performed under any one contract or with any one contractor exceeds \$25,000, said contract or contracts shall be secured by competitive bids. Such contracts will be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid projects as well as any applicable State statutes and implementing rules and regulations prohibiting discrimination in the solicitation or selection of contractors or subcontractors on the basis of race, color national origin or sex.

ARTICLE VI. The Local Agency shall prepare the detailed drawings, plans and specifications as may be required for any proposed improvements listed under "WORK TO BE PERFORMED BY LOCAL AGENCY" on Exhibit "A" and shall perform or

arrange for the performance of said items of work at its sole cost, risk and expense, except as may otherwise be specifically provided for in this agreement.

ARTICLE VII. In the event the work to be performed by Local Agency is to be let by contract, Local Agency shall require its contractor(s) before entering upon the tracks or premises of Railroad, or performing any work on or in close proximity thereof, to secure permission from the authorized representative of the Railroad for the occupancy and use of its premises and/or to confer with the Railroad relative to its requirements for clearances, operations and general safety regulations. The Railroad reserves the right to furnish Local Agency's contractor(s), at the sole cost and expense of said contractor(s), protective services such as, but not limited to, flagman, watchman or other as the Railroad may deem desirable to promote safety and continuity of rail traffic during the progress of the work, for which said contractor(s) shall be required to reimburse the Railroad promptly upon receipt of the bills, and the Local Agency shall withhold final payment to the said contractor(s) until the Railroad has notified Local Agency that all such bills have been settled. For any such work which is performed by the Railroad for the Local Agency's own forces, Local Agency hereby agrees to so reimburse the Railroad upon the receipt of bills. Cost and expense for work performed by Railroad, as referred to in this Article, shall consist of the actual cost of labor, materials and related items, plus Railroad's standard additives in effect at the time the work is performed.

ARTICLE VIII. In the event the work to be performed by Local Agency on or in close proximity to the Railroad's property, track(s) or other facilities is let by contract, Local Agency shall require its contractor(s) to furnish evidence of Workmen's Compensation coverage and to maintain at all times during the performance of any construction or reconstruction work the following types of insurance: (A) Contractor's Public Liability and Property Damage Insurance, including automobile coverage, with a combined single limit of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000 for the term of the policy; (B) Contractor's Protective Public Liability and Property Damage Liability Insurance with the same limits as (A) if subcontractors are involved; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the same limits as prescribed in (A) naming Illinois Central Railroad Company as the insured and a form of acceptable to the Railroad, and said insurance shall be primary as it relates to this contract. The Railroad shall be furnished with an original of the Railroad Protective Policy, and, in addition, certificate(s) of insurance evidencing the other insurance coverages specified herein. The Railroad Protective Policy and the certificate(s) of insurance must meet with the approval of the Railroad before any work shall be commenced on Railroad's property or in close proximity to Railroad's tracks or other facilities by the said contractor(s).

ARTICLE IX. Each party will provide the necessary construction engineering and inspection for carrying out its work as set forth in Exhibit "A" and the costs for such services shall be borne by the project. Any costs which may be incurred by the Railroad for inspecting the work performed by or on behalf of the Local Agency, as said work

may affect the properties and facilities of the Railroad, or the safety or continuity of train operations, shall likewise be deemed a project expense.

ARTICLE X. Subsequent to the award of any contract or contracts by Local Agency, and before any work is started on this project, a conference shall be held between the representatives of the Local Agency, the Railroad and the interested contractor(s), at a time and place as designated by the Local Agency's representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted. Such schedule of operations will provide sufficient lead time for the parties to order and assemble their respective materials.

ARTICLE XI. The Railroad will not assemble its materials nor begin its work without written authorization from the Local Agency to proceed. Upon receipt of authorization, the Railroad shall promptly commence to assemble the necessary materials and, as soon as possible thereafter, arrange to perform its work consistent with the schedule of operations adopted and in accordance with the approved plans and specifications, and shall notify, in writing, the agencies listed on Exhibit A before commencing work.

ARTICLE XII. The Local Agency agrees, to the extent it lawfully may, to indemnify the Railroad against and save it harmless from loss and damage to any property, and injury to or death of any persons, and from court cost and attorney's fees, and expenses incident thereto, arising out of any work to be performed hereunder by or on behalf of Local Agency and caused by the negligence of Local Agency, or any contractor for Local Agency, or their respective officers, agents or employees.

ARTICLE XIII. The Railroad agrees to indemnify the Local agency against and save it harmless from loss and damage to any property, and injury to or death of any persons, and from court cost and attorney's fees, and expenses incident thereto, arising out of any work to be performed hereunder by Railroad and caused by the negligence of Railroad or it's officers, agents or employees.

ARTICLE XIV. The Railroad shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform. The Railroad, for the performance of its work as herein contemplated, may bill the Local Agency monthly for the Local Agency's share of the costs and expenses incurred, including the cost of materials (including applicable sales, excise or value-added taxes) purchased, delivered and stored on the Railroad's property but not yet installed, provided said materials are designated for exclusive use on this project. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed, plus allowable additives. The Local Agency, after verifying that the bills are reasonable and proper, shall promptly reimburse the Railroad for 100% of the amount billed, but not to exceed the Local Agency's share of the total of the estimate(s) contained in Exhibit "B". Payment under this paragraph shall not be claimed for any bill totaling less than \$500.

The Railroad, upon completion of its work, shall promptly render to the Local Agency a detailed final statement of its actual expense as incurred. After the Local Agency has checked the final statement and verified that it is reasonable and proper, insofar as they are able to ascertain, the Local Agency shall then reimburse the Railroad an amount, less previous payments, if any, equal to 100% of the amount of the Local Agency's share as billed. After The final inspection of the installation has been made, and the Local Agency, or at Local agency's request, the State, has audited the expenses as incurred by the Railroad, the Local Agency shall bill the Railroad for, and the Railroad shall promptly refund, any item or items of expense found as not being eligible for reimbursement.

For the purpose of this Article, the Local Agency's share of any costs and expenses shall be deemed to include all funds advanced to, or to be reimbursed to, Local Agency, regardless of source, for the purpose of defraying the cost and expense of this improvement project.

ARTICLE XV. The improvements contemplated herein shall be placed in service immediately after the same are complete, pending final inspection by representatives of the parties hereto and representatives of any participating State and/or Federal Agencies if State and/or Federal funds are utilized. The Local agency shall notify Railroad of the date on which the completed improvements will be ready for final inspection.

ARTICLE XVI. After completion of the work contemplated under this agreement, the Local Agency, at its sole cost and expenses, shall operate, own and perpetually maintain the grade separation structure and appurtenances constructed pursuant to this agreement. For the purpose of this Article, it is agreed maintenance shall include, but not limited to, routine inspections and repairs and any future rehabilitation, renewal and/or replacement of the structure, in whole or part as may be needed. In the event, however, of the structure being damaged as a direct result of a train accident or derailment caused by the sole negligence of Railroad, the Local Agency will perform or arrange for the performance of repairs and Railroad shall reimburse Local Agency for the actual cost thereof.

ARTICLE XVII. The Local Agency hereby certifies that for payment of its obligations incurred in connection with the construction of the proposed improvements, the necessary appropriations have been made and are evidenced by the attached resolution.

ARTICLE XVIII. In the event that delays or difficulties arise in securing necessary State or Federal approvals, or in acquiring rights of ways, or in settling damage claims, or for any other cause which in the opinion of the Local Agency renders it impracticable to proceed with the construction of the project, then at any time before

the construction is started, Local Agency may serve formal notice of cancellation upon the Railroad and this agreement shall thereupon terminate. In the event of cancellation, Local Agency shall reimburse the Railroad for all eligible cost and expense incurred by the Railroad prior to receipt of notice of cancellation and payment by Local Agency.

ARTICLE XIX. This agreement shall be binding on the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in three counterparts, each of which shall be considered and original, by their fully authorized officials as of the day and date first written above.

WITNESS

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

Title:

Paula Pienton
Chief Engineer Bridge and Structures

WITNESS

CITY of HATTIESBURG

_____

By: _____



Title: *City clerk*

Toby Barker
Mayor



CITY of HATTIESBURG
BRIDGE
PROJECT NO. HALL AVE. EAST

EXHIBIT A

CROSSING IDENTIFICATION:

RAILROAD: Illinois Central Railroad Company

RR MILEPOST: K 94.44

DOT Number 931 470D

ROAD NAME: Hall Avenue East

LOCATION Hattiesburg, Mississippi

EXISTING CONDITIONS:

New bridge Construction no crossing exists.

DESCRIPTION OF WORK TO BE PERFORMED BY RAILROAD:

1. Furnish flagmen as required (at contractor's expense).
2. Furnish and remove temporary at-grade crossing if requires. (at contractor's expense).
3. Construction Engineering or any Railroad equipment relocations (at Project expense)
4. Incidental work necessary for completion of above. (at Project expense)

DESCRIPTION OF WORK TO BE PERFORMED BY LOCAL AGENCY:

1. Construction of new concrete bridge, approach work and, in accordance with plans and specifications to be prepared by City and approved by Railroad.
2. Incidental work necessary for completion of above.

NOTIFY BEFORE COMMENCING WORK: :

Illinois Central Railroad Company
c/o Josh Glause
Senior Manager of Engineering
2151 N. Mill St
Jackson, MS 39202
ph. (601)914-2652

Illinois Central Railroad Company
c/o Mr. J. W. Dinning
Manager Public Works
2151 N. Mill Street
Jackson, MS 39202
ph. (601)914-2658

EXHIBIT B SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE ILLINOIS CENTRAL RAILROAD COMPANY

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, employees and/or contractor(s) of Licensee doing work shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or contractor(s) of Licensee not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com.

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact CN Special Agent James Conroy at 708-332-5947 or James.Conroy@cn.ca to be issued a vendor number prior to accessing the noted website. Minimum information required of the Licensee and/or their contractor when contacting either Special Agent James Conroy or e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR,

P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or contractor(s) of Licensee who will operate on-track machinery or those who will provide protection for other employees and/or contractor(s) of Licensee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, contractor(s) , and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of Licensee and/or their contractor from Railroad Company's property at any time for any reason.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations., The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials,

equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish protective services at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate protective services available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed

performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

- Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track
- Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Exhibit C Sample ROE
IMPORTANT NOTICE

CORPORATIONS

License must be signed by the President or a Vice President of the Corporation or Company, or be accompanied by a certified resolution of the Board of Directors authorizing execution by a lesser official.

PARTNERSHIP

License must be signed by all of the partners.

MUNICIPALITIES OR GOVERNMENTAL AGENCIES

License must be accompanied by a certified resolution authorizing the official signing the License to execute on behalf of the Governmental Body. The resolution should not be certified by the same official who executed the License.

RIGHT OF ENTRY LICENSE AGREEMENT

Illinois Central Railroad Company (hereinafter called Railroad Company) hereby grants pursuant to this Right of Entry License Agreement (hereinafter called License) to **UNK, UNK, UNK, LA XXXXX, Telephone XXX-XXX-XXXX** (hereinafter called the Licensee) license and permission, at the Licensee's sole cost, risk and expense, to enter the Railroad Company's property in the vicinity of **Hall Avenue East, HATTIESBURG, MS, Railroad Milepost K 94.44, BEAUMONT Subdivision, DOT# 931470D for Installation of new overhead highway bridge** on, over and near Railroad Company's tracks and right-of-way, as generally shown on Location Exhibit, attached hereto and made a part hereof.

This License does not include the right to perform any utility work in the Railroad Company's right of way. Contact Joe Wojcik at 708-332-4739 to obtain a utility permit/maintenance number for any utility work.

Licensee shall pay to Railroad Company upon execution of this License the sum of **\$1000.00** for the privileges granted by this License. The aforesaid sum is not refundable in the event Licensee elects not to enter upon Railroad Company's property or in the event Railroad Company elects to terminate this License for any reason whatsoever.

Licensee shall not enter Railroad Company's premises for the purpose as set forth above without having first given Railroad Company's Engineering Manager or their authorized representative at least five (5) working days advance notice of the date Licensee plans to commence the work.

Railroad Company shall have the right, but not the duty, to require Licensee to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above Railroad Company's property. If in the sole opinion of the authorized representative of Railroad Company any said activity or work is undesirable for any reason, Railroad Company shall have the right to terminate this License at once.

Railroad Company shall have the right, but not the duty, to restrict Licensee's activity on Railroad Company's property in any way that Railroad Company may, in its sole opinion, deem necessary from time to time and shall also have the right, but not the duty, to require Licensee to adopt and take any safety precautions that Railroad Company may, in its sole opinion, deem necessary from time to time. No work shall be performed or equipment located within twenty-five feet (25') of the centerline of the nearest railroad track without the expressed permission of Railroad Company's Engineering Manager or their duly authorized representative and then only when

either the track has been removed from service or Railroad Company flag protection is provided.

Railroad Company may, at Licensee's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flag protection, and inspectors.

Licensee shall at all times conduct its work in accordance with any and all "Special Provisions" which may be appended hereto which, by reference hereto, are hereby made a part hereof.

AS A CONSIDERATION AND AS A CONDITION, WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS PARENTS, AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND TO ASSUME ALL LIABILITY FOR DEATH OR INJURY TO ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES HERETO, AND FOR ALL LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING, BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES HERETO, TOGETHER WITH ALL EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD COMPANY, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED, IN ANY MANNER OR DEGREE CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE EXERCISE OF THE RIGHTS HEREIN GRANTED, OR THE FAILURE OF LICENSEE TO CONFORM TO CONDITIONS OF THIS LICENSE, WORK PERFORMED BY RAILROAD COMPANY FOR LICENSEE UNDER THE TERMS OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THIS LICENSE, REGARDLESS OF ANY NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS. SAID LICENSEE AGREES ALSO TO RELEASE, INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH LICENSE IS TO BE EXERCISED, WHETHER OR NOT THE DEATH, INJURY OR DAMAGE RESULTING THEREFROM MAY BE DUE TO WHOLE OR IN PART TO THE NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS. AT THE ELECTION OF RAILROAD COMPANY, LICENSEE, UPON NOTICE TO THAT EFFECT, SHALL ASSUME OR JOIN IN THE DEFENSE OF ANY CLAIM BASED UPON ALLEGATIONS PURPORTING TO BRING SAID CLAIM WITHIN THE COVERAGE OF THIS SECTION.

Before commencing work and until this License shall be terminated, Licensee shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

- a. Statutory Workers Compensation and Employer's Liability insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.

- c. Commercial General Liability (occurrence form) in an amount not less than \$5,000,000 dollars per occurrence, with an aggregate limit of not less than \$10,000,000 dollars. The Policy must name Railroad Company and its Parents as additional insured in the following form:

Illinois Central Railroad Company and its Parents
Attn: John Dinning
2151 North Mill St
Jackson, MS 39202
601-914-2658 (Office)
john.dinning@cn.ca

If the commercial general liability policy required herein contains any exclusions related to doing business or undertaking construction or demolition on, near, or adjacent to railroad facilities; such exclusion must be removed through issuance of endorsement CG 24 17, or a similar endorsement approved by Railroad Company in its sole discretion prior to the commencement of work hereunder.

- d. In the event the privileges provided herein to Licensee involve any work that could result in the discharge, spillage, disposal, release or escape of any Hazardous Material or petroleum product onto the Railroad Company's property, Licensee shall purchase and maintain in effect at all times during the term of this License a Contractor's Pollution Liability policy in an amount not less than two million dollars (\$2,000,000) combined single limit (and with a deductible not to exceed \$50,000) insuring Railroad against any and all damages, costs, liabilities and expenses resulting from on- or off-site bodily injury (including death to any person), on or off-site loss, damage or destruction of property (including that belonging to the parties hereto), and on-or off-site cleanup costs (including expenses incurred in the investigation, removal, remediation, neutralization, or immobilization of contaminated soils, surface water, groundwater or any other contamination) growing out of or incidental to any discharge, spillage, disposal, release, or escape of any Hazardous Material or petroleum product arising therefrom. For purposes of this Agreement, the term "Hazardous Material" shall include, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), similar laws or ordinances enacted by any state, county or municipality in which the Property is located, or in the regulations adopted and publications promulgated pursuant to any of the above, as such laws or regulations now exist or may exist in the future.

Licensee is required to advise Railroad Company by thirty (30) day advance written notice when any work to be performed under this License may require Pollution Liability Insurance pursuant to the previous paragraph.

Before commencing work, Licensee shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverage, and upon request, Licensee shall deliver a certified, true and complete copy of the policy or policies at its sole cost and expense. The policies shall provide for not less than thirty (30) days prior written notice to Railroad Company

of cancellation of or any material change in, the policies, and shall contain the waiver of right of subrogation.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve Licensee from or serve to limit Licensee's liability under the indemnity provisions of this License or any applicable agreement.

It is further understood and agreed that, so long as this License shall remain in force or until the Licensee's work is complete and Licensee shall have vacated the Railroad Company's property (whichever shall be later), Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. Railroad Company shall give Licensee written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies; and Licensee agrees to, and shall, thereupon provide Railroad Company with certificates reflecting such revised policy or policies thereof.

If a contractor is to be employed by Licensee, then, before any work is commenced hereunder, Licensee shall establish, to the reasonable satisfaction of Railroad Company, that either (i) the contractor has in place insurance policies covering its own work that comply with the required insurance coverages, limits and terms applicable to Licensee, or (ii) the contractor is fully covered under Licensee's insurance policies.

Railroad Company's exercise or failure to exercise any rights under this License shall not relieve Licensee of any responsibility under this License, including, but not limited to, the obligation to indemnify Railroad Company as herein provided.

Cost and expense for work performed by Railroad Company, as referred to in this License, shall consist of the actual cost of labor, materials, equipment and other plus Railroad Company's standard additives in effect at the time the work is performed.

This License is revocable at the option and discretion of Railroad Company upon notice to Licensee, and shall not be transferred or assigned. Unless sooner revoked by Railroad Company, extended at request of Licensee and granted by Railroad Company in writing, or relinquished by act of Licensee, this License shall terminate on **Thursday, December 30, 2021**.

Upon termination of this License, Licensee shall remove all of its property, leaving Railroad Company's premises in a neat and safe condition satisfactory to Railroad Company's Engineering Manager or their authorized representative, failing which Railroad Company may remove said materials from its premises at Licensee's sole cost, risk and expense, or at its option, may deem such property as abandoned and henceforth owned by Railroad Company, with no compensation for Licensee whatsoever.

Illinois Central Railroad Company

By: _____

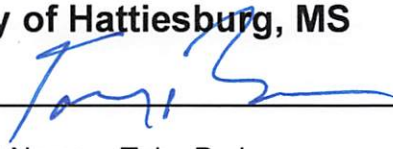
Print Name: John Dinning

Title: Manager of Public Works

Illinois Central Railroad Company

ACCEPTED:

City of Hattiesburg, MS

By: 

Print Name: Toby Barker

Title: Mayor

Date: 2/23/2022

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE CN

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, employees and/or contractor(s) of Licensee doing work shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or contractor(s) of Licensee not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com.

- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact e-RailSafe at 855-383-7434 to be issued either a vendor number or issued instructions on obtaining a non – railroad contractor vendor number prior to accessing the noted website. Minimum information required of the Licensee and/or their contractor when contacting e-Rail Safe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.

- c. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- d. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to

foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by:

R.R. Safety – AMR, LLC

Address: P.O. Box 489

Mercer, WI 54547

Telephone: (920) 517-1677

Email: rrsafetytraining@yahoo.com

This training must be repeated at least once each calendar year.

- e. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- f. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- g. All the employees and/or contractor(s) of Licensee who will operate on-track machinery or those who will provide protection for other employees and/or contractor(s) of Licensee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- h. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, contractor(s), and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of Licensee and/or their contractor from Railroad Company's property at any time for any reason.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations. The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefore.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish protective services at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate protective services available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must

be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track

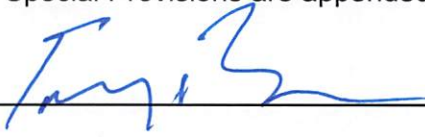
Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Accepted:  _____

Print Name: Toby Barker, Mayor

Date: 2/23/2022

City of Hattiesburg, MS

REQUIREMENTS TO PROVIDE FLAGGING PROTECTION AND CABLE LOCATION FOR PROJECTS ON OR IN THE VICINITY OF CN PROPERTY

**(Hereinafter called "Railroad")
(Revised: Effective December 4th, 2018)**

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over, on, or near RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Homewood, IL. If in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

A flagman is required any time any work is performed (i) under or across any Railroad track, regardless of whether said work involves a physical presence on the surface of the Railroad property; (ii) on the surface of the Railroad property within twenty-five (25) feet horizontally of the centerline of any railroad track; or (iii) on, near, or over Railroad property if the work may potentially encroach (intentionally or unintentionally) within twenty-five (25) feet from the centerline of any railroad track. Causes of potential encroachment include but are not limited to equipment that has the potential to swing, pivot, extend or mechanically fail. Potential encroachment must also account for a distance of one-half the length of the largest load that any equipment may lift. Additionally, Railroad reserves the right to require a flagman for work on Railroad property not meeting the above criteria when there are other conditions or considerations that would indicate the need for a flagman to safeguard Railroad's operations, property and safety of any person.

Cable Location

A cable location of RAILROAD owned facilities may be required prior to the start of any work based on the RAILROAD's review of the proposed project. The purpose of cable location is to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

The cost for a cable location is \$350.00, and must be prepaid by check before RAILROAD will undertake the cable locate work.

Outside contractors are prohibited from driving on, along, or across any track that does not have a CN installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing is strictly prohibited. Exceptions to this rule will require the express approval from CN Engineering.

Prior to any project being started, the RAILROAD requires a "Request for Flagging Services and Cable Location" form to be completed and submitted, including check for prepayment based on the number of days and hours flagging protection will be required and also prepayment for cable location as necessary. Separate checks must be issued for flagging protection and cable location. You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License, or Formal Agreement in addition to any necessary flagging before you may enter CN property.

Request for Flagging Services and Cable Location U.S.

Requests and inquiries must be directed to:

Flagging-US
17641 South Ashland Ave.
Homewood, IL 60430
Flagging_US@CN.CA

Is this a continuation of an existing project? Yes No

If YES, please provide
 your Service Order
 # _____

All blanks below must be completely filled in before any flagman request will be honored.

Work Authorization:

Right of Entry/License/Permit No.: _____

Dated: _____ Railroad: _____

Does your Right of Entry/License/Permit require a Railroad Cable Locate? Yes ☐ No ☐

You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License or Formal Agreement in addition to any necessary flagging before you may enter CN property.

Project Information:

Please submit a detailed map of the location where protection is being requested.

Street Location/Intersection _____ City/State _____

Railroad Milepost _____ Railroad Subdivision _____

Description of work being performed: _____

Location for flagman to report: _____

Name of Site Contact: _____ Site Contact Phone: () - Alt: () -

Requested Dates/Times:

Dates requested are subject to flagman availability. Minimum 5 business days advance notice required.

Requested Dates for Flagging Protection: _____, _____, _____, _____, _____, _____

Project Starting time: _____ Anticipated Ending Time: _____ Anticipated # Hours per Day: _____

*Flagmen start and end time may vary based on type of protection required.

Billing Information:

All blanks spaces must be filled out

Company Name: _____ Requestor Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

CN required online training must be completed before Flagman Protection will be scheduled.

Prepayment must be received before Flagging Protection will be scheduled. There is an 8 hour minimum per day. The base rate per day for Flagman Protection is \$1,300.00 for 10 hours; this includes 2 overtime hours for flagman to set up/take down protection if needed. Additional overtime hours must be prepaid at the rate of \$150.00 per hour. Weekends and Holidays must be prepaid at the overtime rate with a \$1,500.00 / 10 hour minimum. Any prepayment for additional days or overtime not used can be refunded.

Railroad Cable Location must be prepaid, the cost is \$350.00 per locate.

Separate Checks must be issued for Flagging Protection and Cable Location. Checks should be made payable to the railroad subsidiary listed on your Right of Entry/Permit/License or, Formal Agreement.

If additional days of protection are required they must be prepaid in advance.

Rates Effective January 1st 2017.

Company Phone: _____ Company Fax: _____ E-Mail: _____

**THIS COMPLETED FORM MUST BE SENT WITH A MAP, PREPAYMENT CHECK(S), AND PROOF OF INSURANCE TO:
US-FLAGGING / 17641 SOUTH ASHLAND AVE. HOMEWOOD, IL 60430**

I agree to pay for flagging services as requested: _____
(SIGN AND PRINT NAME)

Project No. Hall Avenue East
Vicinity ICRR Milepost K 94.44
Hall Avenue East
Hattiesburg, Mississippi
Forrest County

PERMANENT EASEMENT BOTH ENCROACHMENT AND AIRSPACE

KNOW ALL MEN BY THESE PRESENTS, that the ILLINOIS CENTRAL RAILROAD COMPANY, an Illinois corporation duly authorized to do business in the State of Mississippi, hereinafter referred to as Grantor, for and in consideration Three Thousand Five Hundred dollars (\$3,500.00), sufficiency of which is hereby acknowledged, does hereby grant, so far as it lawfully may, to the CITY of HATTIESBURG, hereinafter referred to as Grantee, a permanent easements for the purpose of construction, renewal and maintenance of an overhead highway bridge, drainage, grading, sodding and other highway construction and maintenance purposes, hereinafter called "Structure", over, upon and across the following described premises in the vicinity of Grantor's Beaumont Subdivision Bridge No. K 94.44 and track(s), Hattiesburg, Forrest County, Mississippi, as shown on the print attached hereto and made a part hereof, and more particularly described as follows:

DESCRIPTION:

ENCROACHMENT:

An Encroachment Easement being part of the Northeast 1/4 of Section 15, Township 4 North, Range 13 West, Forrest County, Mississippi, being more particularly described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plans Coordinate System (East Zone, NAD 83), with convergence angle of (-)00°14' 07.31" and using grid distances with a combined factor of 0.99997790 (determined at the Northeast Corner of Lot 2 of Block 1 of J.E. Arledge Survey of the City of Hattiesburg, Mississippi):

Commencing at the Northeast Corner of Lot 2 of Block 1 of said J.E. Arledge Survey of the City of Hattiesburg, Mississippi, said point also being a point on the southern right-of-way boundary of Hall Avenue; thence run and along said southern right-of-way boundary South 89 degrees 53 minutes 04 seconds East for a distance of 15.75 feet to a found 1/2" iron pin on the western right-of-way boundary of CN Railroad; thence leaving said eastern right-of-way boundary continue South 89 degrees 53 minutes 04 seconds East for a distance of 89.26 feet to a point on the eastern right-of-way boundary of said CN Railroad said point also being the Point of Beginning; thence run and along said eastern right-of-way boundary continue South 89 degrees 53 minutes 04 seconds East for a distance of 8.40 feet; thence run South 17 degrees 39 minutes 02

seconds East for a distance of 31.66 feet; thence leaving said eastern right-of-way boundary run West for a distance of 8.40 feet; thence run North 17 degrees 39 minutes 02 seconds West for a distance of 31.68 feet back to the POINT OF BEGINNING. Said parcel contains 0.006 acres (253 square feet), more or less.

AIRSPACE:

An Airspace Easement being part of the Southeast 1/4 of Section 10, Township 3 North, Range 13 West, and in part of the Northeast 1/4 of Section 15, Township 4 North, Range 13 West, Forrest County, Mississippi, being more particularly described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plans Coordinate System (East Zone, NAD 83), with convergence angle of (-)00°14' 07.31" and using grid distances with a combined factor of 0.99997790 (determined at the Northeast Corner of Lot 2 of Block 1 of J.E. Arledge Survey of the City of Hattiesburg, Mississippi):

Commencing at the Northeast Corner of Lot 2 of Block 1 of said J.E. Arledge Survey of the City of Hattiesburg, Mississippi; Said point also being the Point of Beginning; thence run North 17 degrees 25 minutes 28 seconds West for a distance of 29.86 feet to the Southeast Corner of Lot 16 of Block 122 of Kamper and Whinnery Survey #2 of the City of Hattiesburg, Mississippi; said point also being a point on the western right-of-way boundary of CN Railroad; thence run and along said eastern right-of-way boundary North 17 degrees 39 minutes 02 seconds West for a distance of 49.81 feet; thence leaving said eastern right-of-way boundary run East 104.94 feet to a point on the eastern right-of-way boundary of said CN Railroad; thence run and along said eastern right-of-way boundary South 17 degrees 39 minutes 02 seconds East for a distance of 79.93 feet; thence leaving said eastern right-of-way boundary continue South 17 degrees 39 minutes 02 seconds East for a distance of 31.68 feet; thence run East for a distance of 8.40 feet to a point on said eastern right-of-way boundary of CN Railroad; thence run and along said eastern right-of-way boundary South 17 degrees 39 minutes 02 seconds East for a distance of 20.99 feet; thence leaving said eastern right-of-way boundary run West for a distance of 97.59 feet to a point on the western right-of-boundary of CN Railroad; thence run and along said western right-of-way boundary North 17 degrees 39 minutes 02 seconds West for a distance of 52.86 feet to a found 1/2" iron pin at the southern right-of-way boundary of Hall Avenue; thence run and along the southern right-of-way boundary North 89 degrees 53 minutes 28 seconds West for a distance of 15.87 feet back to the POINT OF BEGINNING. Said parcel contains 0.29 acres (12,636 square feet), more or less.

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and the City, by its acceptance of the said grant, accepts such conditions

and limitations and agrees to the full, strict and prompt observance and performance thereof:

1. The easements granted in this indenture are limited to the uses and purposes hereinbefore expressed and for no other purpose whatever. The airspace easement is based on twenty four and one half (24.5) feet above top of existing rail.

2. Terms and conditions covering the construction and maintenance of said Structure across and upon said easement(s) and the expenses resulting therefrom shall be covered by a separate agreement between the Grantee and Grantor and, except as may be specifically provided in said separate agreement, all work set forth therein shall be performed at no expense to Grantor. It is expressly understood and agreed that no work of any sort shall be performed on said easement area(s) by the Grantee prior to the execution of said construction and maintenance agreement.

3. The Grantor reserves to itself, its grantees (other than the grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of, or above, the said described premises and the Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables, and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations can be made without interference with the use of the said premises as provided in this easement, impair the highway or interfere with the free and safe flow of traffic thereon. No attachments of any kind will be permitted to be installed on any structures or facility of the Grantee without the prior written consent of the Grantor, which consent will not be unreasonably withheld.

4. The Grantee shall, without charge or assessment therefore against the Grantor or the Grantor's property, and in accordance with plans and specifications which have been approved by Grantor's Vice President-Maintenance or his duly authorized representative, perform all work and furnish any material necessary for the construction and maintenance of the Structure. The Grantee shall also assume and pay all expense incurred by the Grantor incident to, or as a result of, the exercise of this grant. The Project covered under this agreement shall be subject to the current Grantor's Right of Entry form, by reference made a part hereof, and to all applicable Federal and State laws, rules, regulations, orders and approvals pertaining to agreements, specifications, award of contracts, acceptance of work and procedures in general. With respect to reimbursement for work performed by the Railroad on behalf of the Project, Local Agency and Railroad shall be governed by the applicable provisions of the Federal-Aid Policy Guide (FAPG), as currently amended, which is also made part of this agreement by reference.

5. The Grantee or its Contractor shall, at all times, conduct his work in a manner satisfactory to the Grantor's authorized representative, and shall exercise care so as to not damage the property of the Grantor or to interfere with the operations of the railroad. The authorized representative will, at all times, have jurisdiction over the safety of the railroad operation, and the decision of the representative as to procedures which may affect the safety of railroad operation shall be final, and the Grantee or its Contractor must be governed by such decision.

6. The Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend the State in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

7. If any work to be performed by or for the Grantee is let by contract, the Grantee shall require each contractor before coming upon the Grantor's tracks or waylands, to obtain from the Grantor's authorized representative permission for occupancy and use of the premises and to ascertain and comply with the Grantor's requirements for clearances, operation, and its current general safety regulations. Protective services and devices, including, but not limited to, switchtenders, flagmen, or watchmen as the Grantor may deem desirable to promote safety and continuity of rail traffic during the progress of the work, for which said contractor(s) shall be required to reimburse the Railroad promptly upon receipt of the bills, and the Grantee shall withhold final payment to the said contractor(s) until the Railroad has notified Grantee that all such bills have been settled. For any such work which is performed by the Railroad for the Grantee's own forces, Grantee hereby agrees to so reimburse the Railroad upon the receipt of bills. Cost and expense for work performed by Railroad, as referred to in this Article, shall consist of the actual cost of labor, materials and related items, plus Railroad's standard additives in effect at the time the work is performed.

8. The Railroad shall prepare the detailed drawings, plans (including surveys and other engineering services), estimates of cost and any required specifications for the improvements proposed. These detailed plans, estimates and specifications shall be submitted to Grantee for its approval. No approved plan or specification shall be changed by the Railroad without written permission from the Grantee, excepting for minor changes necessitated by actual field conditions encountered at the time of construction or substitutions of equivalent materials as may be agreed upon by Railroad's and Grantee's respective representatives.

9. The Grantee shall prepare the detailed drawings, plans and specifications as may be required for any proposed improvements and shall perform or arrange for the performance of said items of work at its sole cost, risk and expense, except as may otherwise be specifically provided for in this agreement.

10. Each party will provide the necessary construction engineering and inspection for carrying out its work and the costs for such services shall be borne by the project. Any costs which may be incurred by the Railroad for inspecting the work performed by or on behalf of the Grantee, as said work may affect the properties and facilities of the Railroad, or the safety or continuity of train operations, shall likewise be deemed a project expense.

11. In the event the work to be performed by Grantee on or in close proximity to the Railroad's property, track(s) or other facilities is let by contract, Grantee shall require its contractor(s) to furnish evidence of Workmen's Compensation coverage and to maintain at all times during the performance of any construction or reconstruction work the following types of insurance: (A) Contractor's Public Liability and Property Damage Insurance, including automobile coverage, with a combined single limit of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000 for the term of the policy; (B) Contractor's Protective Public Liability and Property Damage Liability Insurance with the same limits as (A) if subcontractors are involved; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the same limits as prescribed in (A) naming Illinois Central Railroad Company as the insured and in a form of acceptable to the Railroad, and said insurance shall be primary as it relates to this contract. The Railroad shall be furnished with an original of the Railroad Protective Policy, and, in addition, certificate(s) of insurance evidencing the other insurance coverages specified herein. The Railroad Protective Policy and the certificate(s) of insurance must meet with the approval of the Railroad before any work shall be commenced on Railroad's property or in close proximity to Railroad's tracks or other facilities by the said contractor(s).

12. After completion of the work contemplated under this agreement, the Grantee, at its sole cost and expenses, shall operate, own and perpetually maintain the grade separation structure and appurtenances constructed pursuant to this agreement. For the purpose of this Article, it is agreed maintenance shall include, but not limited to, routine inspections and repairs and any future rehabilitation, renewal and/or replacement of the structure, in whole or part as may be needed.

13. If the public use of the easement on the premises described in this indenture for the purposes expressed in it shall be abandoned or discontinued, the said easement shall thereupon cease and determine and the Grantee shall surrender or cause to be surrendered to the Grantor, or Grantor's successors or assigns, the peaceable possession of said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of the Grantor's premises and of the portions thereof herein involved are reserved to Grantor, and its successors or assigns, subject to the right, permission and authority expressly granted in this indenture. Upon termination of the easement for any reason, the Grantee shall restore the Grantor's premises to a like condition as at present, insofar as such restoration may in the opinion of Grantor's duly authorized representative be practicable.

14. Subject to the provisions of the foregoing Section 12, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed by its proper duly authorized officers as of the _____ day of February, 2022.

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

TITLE: James Fountain, Senior Manager of Real Estate

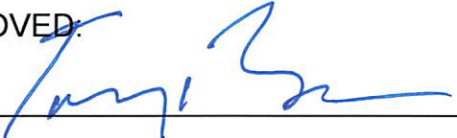
State of _____ }
 County of _____ } ss.
 _____ }

On this _____ day of July, 2020, before me appeared James Fountain, to me personally known, who, being by me duly sworn did say that he is the Senior Manager of Real Estate of Illinois Central Railroad Company, and that the instrument was signed in behalf of the company by authority of its Board of Directors and that acknowledged the instrument to be the free act and deed of the company.

My commission expires:

 (Notary Public)

APPROVED:

By:  _____

Date: 2/23/2022

Toby Barker
 Mayor
 CITY of HATTIESBURG



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 8, 2022

Re: Approve Joint-Funding Agreement for the period of October 1, 2021 to September 30, 2022 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of \$6,980.00 and authorize the Mayor to execute in duplicate.
File Number: 2022-136
Minute Book #

Summary

Approve Joint-Funding Agreement for the period of October 1, 2021 to September 30, 2022 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of \$6,980.00 and authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 8, 2022 City Council meeting for consideration.



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

September 21, 2021

Mr. Lamar Rutland
P.E., City Engineer
City of Hattiesburg, MS
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Mr. Rutland:

Enclosed are two signed originals of our standard joint-funding agreement between the Lower Mississippi-Gulf Water Science Center and City of Hattiesburg. This agreement is for the operation of a flood monitoring site on the Bouie River, during the period October 1, 2021 through September 30, 2022 in the amount of \$6,980 from your agency. U.S. Geological Survey contributions for this agreement are \$4,750 for a combined total of \$11,730. Please sign and return one fully-executed original to Sandra K. Red Wing, Admin Operations Assistant at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2021**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Victor Stricklin by phone number (205) 348-0950 or email vstrick@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Sandra Red Wing at phone number (615) 837-4710 or email at sredwing@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Rodney R. Knight
Director, LMG Water Science Center

Enclosure
22MLJFAMSDA088 (2)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Customer #: 6000001885
Agreement #: 22MLJFAMSDA088
Project #: ML009Z5
TIN #: 64-6000432**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Hattiesburg, MS party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation of a flood monitoring site on the Bouie River, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$4,750 by the party of the first part during the period
October 1, 2021 to September 30, 2022
- (b) \$6,980 by the party of the second part during the period
October 1, 2021 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000001885
Agreement #: 22MLJFAMSDA088
Project #: ML00925
TIN #: 64-6000432

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Victor Stricklin
Supervisory Hydrologist
Address: 205 Hackberry Lane
Tuscaloosa, AL 35487
Telephone: (205) 348-0950
Fax: (205) 348-0970
Email: vstrick@usgs.gov

Customer Technical Point of Contact

Name: Lamar Rutland
P.E., City Engineer
Address: P.O. Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545-4640
Fax:
Email:

USGS Billing Point of Contact

Name: Sandra Red Wing
AOA Student Trainee
Address: 640 Grassmere Park #100
Nashville, TN 37211
Telephone: (615) 837-4710
Fax: (615) 837-4799
Email: sredwing@usgs.gov

Customer Billing Point of Contact

Name: Lamar Rutland
P.E., City Engineer
Address: P.O. Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545-4640
Fax:
Email:

U.S. Geological Survey
United States
Department of Interior

City of Hattiesburg, MS

Signature

By Rodney R. Knight Date: 09/21/2021
Name: Rodney R. Knight
Title: Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 8, 2022

Re: Approve Supplemental Agreement No. 1 with Hemphill Construction Company, Inc. for the Longleaf North Infrastructure Improvements project to add additional items to the contract at a cost of \$19,917.58, bringing the contract total to \$2,749,918.00; Authorize the Mayor to execute in triplicate.
File Number: 2022-140
Minute Book #

Summary

Approve Supplemental Agreement No. 1 with Hemphill Construction Company, Inc. for the Longleaf North Infrastructure Improvements project to add additional items to the contract at a cost of \$19,917.58, bringing the contract total to \$2,749,918.00; Authorize the Mayor to execute in triplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 8, 2022 City Council meeting for consideration.



Engineering Progress

February 21, 2022

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Lamar Rutland, P.E.

**Re: Longleaf Heights – Avenues – North Area Infrastructure Improvements
City of Hattiesburg**

Dear Lamar,

Enclosed please find three (3) copies of Supplemental Agreement No. 1 for the above referenced project. Please execute and return two (2) copies to our office, retaining a copy for your files.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease', written over a blue circular stamp.

Shea E. McNease, P.E.
Project Engineer

/sm

Enclosures

RECEIVED
2/23/22

**LONGLEAF NORTH INFRASTRUCTURE IMPROVEMENTS
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, Hemphill Construction Company, Inc., Contractor and Federal Insurance Company, Surety entered into a contract with the City of Hattiesburg, Owner on the 6th Day of January 2021 for Longleaf North Infrastructure Improvements.

WHEREAS: The Contractor, Surety and Owner agree that certain construction methods should be modified to lessen impact to the public and increase ease of construction.

WHEREAS: During the construction of the required sewer rehabilitation an existing 44"X27" Reinforced Concrete Arch Pipe (RCAP) was discovered to be in conflict with the construction of the required sewer extension.

WHEREAS: The aforementioned RCAP required the Contractor to implement a solution to realign and replace said RCAP in order to continue construction of the sewer extension project. The following pay items are hereby added to the contract documents:

Item 83	44"X27" Reinforced Concrete Arch Pipe	L.F.	16	\$444.82	\$7,117.28
---------	---------------------------------------	------	----	----------	------------

WHEREAS: The aforementioned failure required the Contractor to utilize construction time to stabilize the failure in order to continue with construction of the sewer extension project. Two (2) days shall be hereby added to the contract time.

WHEREAS: During the construction of the required sewer rehabilitation a sewer service on an adjoining section of 19th Avenue was found to be non-functioning and in disrepair.

WHEREAS: The City of Hattiesburg requested the Contractor to implement a solution to realign and replace said sewer service due to the complexity of the repair and the Contractor's proximity to the residence. The following pay items are hereby added to the contract documents:

Item 84	Labor & Equipment for Sewer Service Repair on 19 th Avenue	L.S.	1	\$12,800.30	\$12,800.30
---------	---	------	---	-------------	-------------

WHEREAS: The aforementioned sewer service repair required the Contractor to utilize construction time to execute the repair solution. Five (5) days shall be hereby added to the contract time.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Hemphill Construction Company, Inc., Contractor and Federal Insurance Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this _____ day of _____, 2022

Hemphill Construction Company, Inc.

Federal Insurance Company

By: Richard MR

By: Mary Anne Good
Contractor

Witness: [Signature]

Surety
Witness: [Signature]

City of Hattiesburg

By: _____
Owner

Witness: _____

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 8, 2022

Re: Acknowledge bids received February 24, 2022 for the Highway 42 Overlay project and accept the bid from Walters Construction Co., Inc. in the amount of \$1,192,125.00; Authorize the mayor to execute contracts when prepared.
File Number: 2022-142
Minute Book #

Summary

Acknowledge bids received February 24, 2022 for the Highway 42 Overlay project and accept the bid from Walters Construction Co., Inc. in the amount of \$1,192,125.00; Authorize the mayor to execute contracts when prepared.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 8, 2022 City Council meeting for consideration.

BID TAB	February 24, 2022
Project:	Highway 42 Overlay
Project No.	12226

Walters Construction Co., Inc. 2051 Hwy 84 East Laurel, MS 39443
--

Warren Paving P.O. Box 572 Hattiesburg, MS 39403
--

Dunn Roadbuilders, LLC P.O. Box 6560/411 West Oak Street Laurel, MS 39441

BASE BID

Item No.	Item Description	Quantity	Unit
1	Milling of Asphalt Pavement	6,300	Sq. Yd.
2	9.5 mm Mixture, ST, Asphalt Pavement	6,350	Ton
3	9.5 mm Mixture, MT, Asphalt Pavement, Leveling	500	Ton
4	Granular Material, Crushed Stone	700	Ton
5	Maintenance of Traffic	1	L.S.
6	Adjustment of Manholes	10	Each
7	Roadway Striping	1	L.S.
8	Sawing and Sealing of Transverse Joints	13,650	L.F.
9	Mobilization	1	L.S.

Unit Price	Amount
\$5.85	\$36,855.00
\$118.25	\$750,887.50
\$131.25	\$65,625.00
\$68.00	\$47,600.00
\$66,500.00	\$66,500.00
\$700.00	\$7,000.00
\$125,000.00	\$125,000.00
\$3.55	\$48,457.50
\$45,000.00	\$45,000.00
	\$1,192,925.00

Unit Price	Amount
\$6.00	\$37,800.00
\$120.00	\$762,000.00
\$125.00	\$62,500.00
\$65.00	\$45,500.00
\$60,000.00	\$60,000.00
\$950.00	\$9,500.00
\$110,000.00	\$110,000.00
\$3.50	\$47,775.00
\$70,000.00	\$70,000.00
	\$1,205,075.00

Unit Price	Amount
\$7.00	\$44,100.00
\$147.00	\$933,450.00
\$145.00	\$72,500.00
\$73.00	\$51,100.00
\$50,000.00	\$50,000.00
\$3,000.00	\$30,000.00
\$92,000.00	\$92,000.00
\$3.20	\$43,680.00
\$120,000.00	\$120,000.00
	\$1,436,830.00

Bid Total:

Comments:

*Mathematical Correction

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on February 24th, 2022, and that said tabulation is true and correct to the best of my belief.

Shea E. McNease, P.E.



Engineering Progress

February 25, 2022

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: Highway 42 Overlay
City of Hattiesburg, MS

Dear Lamar:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on February 24, 2022 for the above referenced project.

I am recommending Walters Construction Co., Inc. of Laurel, MS in the bid amount of One Million, One Hundred Ninety-Two Thousand, Nine Hundred Twenty-Five Dollars and Zero Cents (\$1,192,125.00).

Enclosed is a copy of the original bid from Walters Construction Co., Inc. and original bids from all other bidders.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease', written over a circular blue ink stamp.

Shea E. McNease, P.E.
Project Engineer

/sm



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, March 8, 2022

Re: Authorize the City Attorney to file suit against the owner of 1515 James Street for his placing clay and/or sand or sandbags on his property thereby blocking the downstream channel of water making it more likely that James Street will be damaged in the event of a major rain event.
File Number: 2022-148
Minute Book #

Summary

Authorize the City Attorney to file suit against the owner of 1515 James Street for his placing clay and/or sand or sandbags on his property thereby blocking the downstream channel of water making it more likely that James Street will be damaged in the event of a major rain event.

Recommendation Statement

I recommend this item be placed on the Council agenda for consideration.

Please place this on the March 8, 2022 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, March 8, 2022

Re: Authorize the City Attorney and any professionals he may require to assist him to file any necessary suits against the owners of properties in the Planation Place neighborhood located in Ward 1 to recover past due water bills, to require said owners to remove accumulated garbage and place in appropriate places or receptacles for future garbage disposal from their properties, and to recover the costs and any penalties of cleanup and demolition of properties in said neighborhood once the costs are determined pursuant to Miss. Code Ann. Section 21-19-11(2).
File Number: 2022-150
Minute Book #

Summary

Authorize the City Attorney and any professionals he may require to assist him to file any necessary suits against the owners of properties in the Planation Place neighborhood located in Ward 1 to recover past due water bills, to require said owners to remove accumulated garbage and place in appropriate places or receptacles for future garbage disposal from their properties, and to recover the costs and any penalties of cleanup and demolition of properties in said neighborhood once the costs are determined pursuant to Miss. Code Ann. Section 21-19-11(2).

Recommendation Statement

I recommend this item be added to the Council agenda for consideration.

Please place this on the March 8, 2022 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, March 8, 2022

Re: Acknowledge the designation of Robert Evans as the NAACP's appointed representative to the Hattiesburg Police Review Board to fill the unexpired term of Ken Chambers, for a term beginning March 8, 2022 and ending December 7, 2024.
File Number: 2022-149
Minute Book #

Summary

Recommendation Statement

Please place this on the March 8, 2022 City Council meeting for consideration.

Com
FEB 22

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE
FORREST COUNTY BRANCH NAACP



P.O. Box 1011
Hattiesburg, Mississippi 39403
(601) 550-0080

January 28, 2022

Mayor Toby Barker,
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403

REF: Citizens Review Board

Dear Mayor Barker:

Mr. Ken Chambers, our representative on the Hattiesburg Citizens Review Board has moved out of the area resulting in his resignation from the Hattiesburg Citizens Review Board.

As a replacement of Mr. Ken Chambers, we ask your consideration in accepting Mr. Robert Evans as our representative on the Hattiesburg Citizens Review Board. Robert Evans contact information is:

Robert Evans
411 Dixie Avenue
Hattiesburg, MS 39401
Cell: 601-818-1644
e-mail: rceva51@gmail.com

Feel free to contact me at 601-550-0080 should you have questions or you may contact Robert Evans directly. Thanking you in advance for your consideration.

Regards,

Clarence E. Magee
Clarence Magee, President

Cc: HPD Chief Peggy Sealy
Robert Evans



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, March 8, 2022

Re: Ratify and confirm the Mayor's re-appointment of Delores McNair (W2) to the Hattiesburg School Board for a term beginning March 8, 2022 and ending March 7, 2027.
File Number: 2022-151
Minute Book #

Summary

Recommendation Statement

Please place this on the March 8, 2022 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: School Board

TERM OF OFFICE: 5 years PERIOD: _____

REPLACES _____

TERM EXPIRED: X OR RESIGNED: _____

Letter attached _____ **DOES THIS POSITION REQUIRE A PUBLIC**

OFFICIAL'S BOND? YES X NO _____

NAME OF PROPOSED APPOINTEE: Delores McNair

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESES ()

ADDRESS: _____

HOME PHONE NUMBER: _____ WARD: _____

2 _____

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor Toby Barker DATE: _____

TO BE CONTACTED BY: _____

DATE CONTACTED: _____

AGREED TO SERVE: X

DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc: Wiley Quinn, Code Enforcement Division Manager
Date: Tuesday, March 8, 2022
Re: Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.
File Number: 2022-143
Minute Book #

Summary

Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.

Recommendation Statement

I recommend the ratification of the release of lien documents for the properties on the attached list.

Please place this on the March 8, 2022 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Division Manager

DATE: March 8th, 2022

RE: Ratification of Release of Lien Documents

Request for ratification of the release of lien documents for the following properties:

PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PPIN	BOOK/PAGE NUMBER WITH THE FORREST COUNTY CHANCERY CLERK OF THE JUDGMENT TO BE RELEASED	NOTE
Patricia Baker	211 South 24 th Ave.	16569	1385/175-176	Resolution 2021-117 \$550.00
Febia Bullock	110 Claiborne Ave	13536	896/300	Resolution \$315.00
Febia Bullock	297 Claiborne Ave	13536	928/524	Resolution \$441.00



*** CERTIFIED COPY PAGE ***
FORREST COUNTY, MS
LANCE C. REID, CHANCERY CLERK OF THE ABOVE NAMED
COUNTY AND STATE, DO CERTIFY THAT THE FOREGOING INSTRUMENT AND
CORRECT COPY OF THE ORIGINAL AS APPEARS IN:
DEED: 1389 AT PAGE: 143 IN SAID COUNTY
WITNESS MY HAND AND SEAL THIS Monday, February 20, 2022
LANCE C. REID, CHANCERY CLERK

STATE OF MISSISSIPPI

COUNTY OF FORREST



DEED

Bk:1389 Page:143-144

RCD: 02/28/2022 @ 8:58:52AM

FORREST COUNTY, MS

LANCE C. REID, CHANCERY CLERK

Release by Sale of Property at Tax Sale

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,

having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED:	10/19/2021
BOOK:	1385
PAGE:	175-176
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$550.00
NAME:	Patricia Baker Resolution 2021-1117

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

**PARCEL: 2-0280-08-167.00, 211 ½ S. 24TH Avenue HATTIESBURG, MS 39401 and
better described as Lot Seven (7) in Block Eight (8) and the North One-Half (N1/2) of Lot
Eight (8) in Block Eleven (11) of the Hattiesburg Heights Fourth Survey; together with all
improvements thereon and appurtenances thereunto belonging.**

IN WITNESS WHEREOF, this instrument is executed on this the 25th day of February,

2022.

CITY OF HATTIESBURG

BY: 

TOBY BARKER, MAYOR

ATTEST:


KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 25th day of February, 2022, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Anita Bratcher

NOTARY PUBLIC

MY COMMISSION EXPIRES:

7/7/2023



FORREST COUNTY, MS, LANCE C. REID
CERTIFY THIS INSTRUMENT WAS FILED ON 2/28/2022 8:58:32 AM AND RECORDED IN DEED BOOK 1389 PAGE 143



STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED

Bk:1389 Page:139-140
RCD: 02/28/2022 @ 8:56:15AM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Release by Sale of Property at Tax Sale

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED: 10/08/2002
BOOK: 896
PAGE: 300
BENEFICIARY: City of Hattiesburg
AMOUNT: \$315.00
NAME: Febia Bullock Resolution

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid by Selina
Singleton on February 25th, 2022, and satisfied; and the Clerk of Chancery Court of Forrest
County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full
upon said instrument and that this order be recorded in the records of said County as is provided
by law.

**PARCEL: 40-88-7-12 110 Claiborne Avenue Hattiesburg, MS 39401 and better described
as: S 70' Lots 10, 11, & 12 Block 8 of the Burkett Subdivision to the City of Hattiesburg,
Mississippi.**

IN WITNESS WHEREOF, this instrument is executed on this the 25th day of February,
2022.

CITY OF HATTIESBURG

BY: 
TOBY BARKER, MAYOR

ATTEST:


KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 25th day of February, 2022, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Anita Bratcher

NOTARY PUBLIC

MY COMMISSION EXPIRES

7/7/2023



FORREST COUNTY, MS, LANCE G. REID
FORREST COUNTY INSTRUMENT WAS FILED ON 2/28/2022 8:56:15 AM AND RECORDED IN DEED BOOK 1389 PAGE 139



FORREST COUNTY, MS
 LANCE C. REID, CHANCERY CLERK OF THE ABOVE NAMED
 COUNTY, AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
 CORRECT COPY OF THE ORIGINAL AS APPOSED BY
 DEED - COUNTY PAGE: 541 (RECORDS)
 INSTRUMENT NUMBER AND DATE: 02/28/2022, February 28, 2022
 LANCE C. REID, CHANCERY CLERK



DEED

Bk:1389 Page:141-142

RGID: 02/28/2022 @ 8:57:26:AM

FORREST COUNTY, MS

LANCE C. REID, CHANCERY CLERK

STATE OF MISSISSIPPI

COUNTY OF FORREST

Release by Sale of Property at Tax Sale

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,

having previously filed a Resolution as a result of code enforcement action against certain
 property in the following location:

DATE FILED: 01/20/2004
 BOOK: 928
 PAGE: 524
 BENEFICIARY: City of Hattiesburg
 AMOUNT: \$441.00
 NAME: Febia Bullock Resolution

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid by Selina
 Singleton on February 25th, 2022, and satisfied; and the Clerk of Chancery Court of Forrest
 County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full
 upon said instrument and that this order be recorded in the records of said County as is provided
 by law.

PARCEL: 40-88-8-12 297 Claiborne Avenue Hattiesburg, MS 39401 and better described
 as: South 70' off Lot 10, 11, & 12, Block 8 of the Burkett Subdivision to the City of
 Hattiesburg, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the 25th day of February,

2022

CITY OF HATTIESBURG

BY:


 TOBY BARKER, MAYOR

ATTEST:


 KERMAE EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 25th day of February, 2022, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Amy Bratcher

NOTARY PUBLIC

MY COMMISSION EXPIRES

7/7/2023



FORREST COUNTY, MISSISSIPPI
CERTIFY THIS INSTRUMENT WAS FILED ON 2/28/2022 8:57:26 AM AND RECORDED IN DEED BOOK 1389 PAGE 141



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, March 8, 2022

Re: Extend state of emergency for an additional 30 days resulting from the pandemic event (COVID_19) that occurred on or about March 13, 2020.
File Number: 2022-155
Minute Book #

Summary

Recommendation Statement

Please place this on the March 8, 2022 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Jennifer Shows, Grants Coordinator
cc: Kermas Eaton, City Clerk
Date: Tuesday, March 8, 2022
Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2022-133
Minute Book #

Summary

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

Recommendation Statement

I recommend issuance of manual checks for CDBG Program Claims per attached Memorandum

Please place this on the March 8, 2022 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Jennifer Shows
Department of Urban Development

SUBJECT: Authorize issuance of manual check for CDBG/HOME Program claims

DATE: March 8, 2022

The following request for payment is being submitted for approval during the City Council's March 8, 2022 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 (02/28/22 -03/27/22)

Recipient: Lisa Means
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 515 Columbia Street
Amount Requested: \$900.00
Purpose of Request: Temporary relocation (03/05/22-04/04/22)

Recipient: Ardesia Eaton
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 1413 Arledge Street
Amount Requested: \$900.00
Purpose of Request: Temporary relocation (03/17/22-04/16/22)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, March 8, 2022

Re: Approve the City's purchase of one (1) grave space located in the North Half (N 1/2) of the Northwest Quarter (NW 1/4), Lot 27, Section 33 at Highland Cemetery, Minute Book# 2017, Page# 281, in the amount of \$ 175.00, from Mary Ann Osbey, authorize manual check for the same.
File Number: 2022-130
Minute Book #

Summary

Approve the City's purchase of one (1) grave space located in the North Half (N 1/2) of the Northwest Quarter (NW 1/4), Lot 27, Section 33 at Highland Cemetery, Minute Book# 2017, Page# 281, in the amount of \$ 175.00, from Mary Ann Osbey, authorize manual check for the same.

Recommendation Statement

I am recommending approval for the City's purchase of (1) grave space.

Please place this on the March 8, 2022 City Council meeting for consideration.

Date: 02/23/2022

To whom it may concern:

I, Mary Ann Osbey am requesting to sell back (1) grave space (s)

Located at Highland Cemetery, In Section 33, Lot 27, N 1/2 of the NW 1/4, to the

City of Hattiesburg, which was purchased on May 9, 2017 at the price

Of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 175.⁰⁰

MB# 2017 Page 281

Mary Ann Osbey

Sincerely,

Mail to: Mary Ann Osbey
1016 Elizabeth Ave
Hattiesburg, ms. 39401

Phone#

601-543-3894

Approved By:
Deborah Boune

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., May 9 20 17

SOLD TO:

Mr. Mrs. Miss Mary Ann Osbey
ADDRESS 1016 Elizabeth Ave, Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 27 Section No. 33 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary Ann Oshey, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 27 Section 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

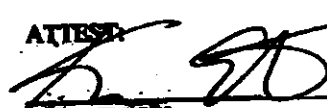
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

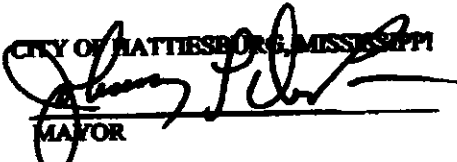
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of June, 2017.

ATTEST:


CITY CLERK

(SEAL)

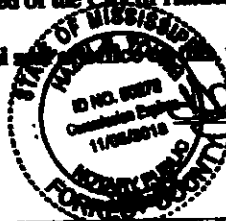

CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

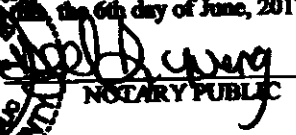
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DeFree and Kermit Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of June, 2017.

My Commission Expires:




NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, March 8, 2022
Re: Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
File Number: 2022-131
Minute Book #

Summary

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

Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the March 8, 2022 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: February 22, 2022

Barbara Mercer

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 115, Section 38, Highland Cemetery

Clarence Johnson

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 113, Section 38, Highland Cemetery

Jada Wyatt

(1) Space \$ 150.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 77, Section 2, South Hill Cemetery

Mary Doris Smith

(1) Space \$ 150.00

West Half (W ½) of the Southeast Quarter (SE ¼)

Lot 75, Section 1, South Hill Cemetery

Gwendolyn Evans

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 26, Section 36, Highland Cemetery

Deborah West

(1) Space \$ 150.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 75, Section 1, South Hill Cemetery

Christi Cummins

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 87, Section 38, Highland Cemetery

Terrell R. Evans

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 26, Section 36, Highland Cemetery

James Cummins

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 87, Section 38, Highland Cemetery

Cindy Wilson

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 92, Section 39, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: February 23, 2022

Richard Dennis, Sr.

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 38, Section 34, Highland Cemetery

Charles Patrick

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 42, Section 36, Highland Cemetery

Jerry Hines

(1) Space \$ 150.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 98, Section 2, South Hill Cemetery

Dewitt Anderson

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 39, Section 36, Highland Cemetery

Mary Ann Osbey

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 89, Section 38, Highland Cemetery

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-14- 2022

SOLD TO:

Mr. Mrs. Miss Deborah West

ADDRESS 204 South Washington Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 75 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/16/ 2022

SOLD TO:

Mr. Mrs. Miss Christi Cummins

ADDRESS 91 Zachary DR Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 87 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/01/ 2022

SOLD TO:

Mr. Mrs. Miss Terrell R. Evans

ADDRESS 20 Evans Lane, Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 26 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bruno

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-16- 2002

SOLD TO:

Mr. Mrs. Miss

James Cummins

ADDRESS

11 Zachary Dr Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 87 Section No. 38 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 2-11- 2002

SOLD TO:

Mr. Mrs. Miss

CENDY WILSON

ADDRESS

258 MONROE RD, HATTIESBURG, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 92 Section No. 39 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰ CASH

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-15- 2002

SOLD TO:

Mr. Mrs. Miss

Mary Doris Smith

ADDRESS

708 Monroe St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 75 Section No. 1 in South Hill Cemetery

Number of grave spaces 1

Price per grave space \$ 150.⁰⁰

Price Received \$ 150.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02/01/ 2020

SOLD TO:

Mr. Mrs. Miss Gwendolyn Evans

ADDRESS 20 Evans Lane, Hattiesburg, ms. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 26 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 2-14- 2020

SOLD TO:

Mr. Mrs. Miss JADA WYATT

ADDRESS 102 LEXINGTON DR. HATTIESBURG, ms 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 77 Section No. 2 in SOUTH HILL Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CASH 125.00
DEBIT 25.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-17- 2020

SOLD TO:

Mr. Mrs. Miss Clarence Johnson

ADDRESS 248 Old River Rd. Petal, ms 39416S

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 113 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 2-17 2022

SOLD TO:

Mr. Mrs. Miss BARBARA MERCER

ADDRESS 401 MILTON BARWELL HATTIESBURG, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 115 Section No. 38 in HIGHLAND Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00
CREDIT

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Parks
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-22- 2022

SOLD TO:

Mr. Mrs. Miss Richard Dennis Sr

ADDRESS 102 Robin Hood Dr Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 38 Section No. 24 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02/22/ 2022

SOLD TO:

Mr. Mrs. Miss Charles Patrick

ADDRESS #6 Heister Lane, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 42 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02/22/ 2022

SOLD TO:

Mr. Mrs. Miss Jerry Hines

ADDRESS P.O. Box 16147 Hattiesburg, MS 39404-6147

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 98 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.⁰⁰

Price Received \$ 150.⁰⁰

CASH \$ 85.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-23 2022

SOLD TO:

Mr. Mrs. Miss Dewitt Anderson

ADDRESS 319 Vernon Dahmer Dr Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 39 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02/23/ 2022

SOLD TO:

Mr. Mrs. Miss Mary Ann Osbey

ADDRESS 1016 Elizabeth Ave, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 89 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jada Wyatt, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$)

Lot Number: 77 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(SEAL)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of March, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Deborah West, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Northeast Quarter (NE¼)

Lot Number: 75 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of March, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Christi Cummins, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 87 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of March, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Terrell R. Evans, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 26 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of March, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Gwendolyn Evans, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 26 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of March, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto James Cummins, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 87 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of March, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Barbara Mercer, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 115 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of March, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Clarence Johnson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 113 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of March, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Cindy Wilson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 92 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of March, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary Doris Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Southeast Quarter (SE¼)

Lot Number: 75 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of March, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Richard Dennis, Sr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 38 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of March, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Charles Patrick, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 42 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of March, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jerry Hines, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot Number: 98 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of March, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary Ann Osbey, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 89 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of March, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Dewitt Anderson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 39 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of March, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of March, 2022.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, March 8, 2022

Re: Approve claims docket for the period ending February 28, 2022.
File Number: 2022-147
Minute Book #

Summary

Recommendation Statement

Please place this on the March 8, 2022 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001000 BALANCE SHEET													
001000 011006						INTERCOMPANY PAYROLL							
001005	CITY OF HATTIESBURG	TRF 02/25	PR1	0	2022	5	INV A	1,100,129.26	TRF 02/25/22 PAYROL				
ACCOUNT TOTAL								1,100,129.26					
001000 060100 GAS/LUBRICANT-CITY BARN													
047006	PETROLEUM TRADERS	1741123		226640	2022	5	INV P	7,196.76	289378 DIESEL FOR FUEL STA				
ACCOUNT TOTAL								7,196.76					
ORG 001000 TOTAL								1,107,326.02					
001015 CITY COURT													
001015 500300						PAPER							
003810	OFFICE PRODUCTS PLUS	964727-0		225944	2022	5	INV P	848.98	289376 COURT COPY PAPER				
ACCOUNT TOTAL								848.98					
001015 501000 OTHER EXPENDABLE OFF.SPL													
003810	OFFICE PRODUCTS PLUS	96899-1		226283	2022	5	INV P	58.66	289376 OFFICE SUPPLIES				
003810	OFFICE PRODUCTS PLUS	968992-0		226283	2022	5	INV P	2,564.05	289376 OFFICE SUPPLIES				
003810	OFFICE PRODUCTS PLUS	968992-2		226283	2022	5	INV P	11.12	289376 OFFICE SUPPLIES				
								2,633.83					
ACCOUNT TOTAL								2,633.83					
001015 502000 MINOR OFFICE EQUIP/FURN.													
003810	OFFICE PRODUCTS PLUS	933717-0		204139	2022	5	INV P	244.80	289376 COURT - CHAIR PO# 2				
ACCOUNT TOTAL								244.80					
001015 508000 COMPUTER SUPPLIES													
003810	OFFICE PRODUCTS PLUS	933679-0		220943	2022	5	INV P	269.97	289376 COURT COMPUTER SUPP				
004511	UNIVERSITY OF MISSIS	5539		0	2022	5	INV P	10.00	289409 COURT MFHB THUMB DR				
ACCOUNT TOTAL								279.97					
001015 510000 CLEANING/JANITORIAL SPLY													
003810	OFFICE PRODUCTS PLUS	964729-0		225948	2022	5	INV P	1,289.50	289376 COURT JANITORIAL SU				
003810	OFFICE PRODUCTS PLUS	964729-1		225948	2022	5	INV P	60.12	289376 COURT JANITORIAL SU				
								1,349.62					
ACCOUNT TOTAL								1,349.62					
001015 559100 OTHER OPER.MATLS-FULL R													
003810	OFFICE PRODUCTS PLUS	933850-0		0	2022	5	INV P	154.00	289376 BHC OFFICE SUPPLIES				
ACCOUNT TOTAL								154.00					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001015	604800	002564	COURT PROGRAMS INC	4446103	0	OTHER PROF.-VICTIM'S ADV.GRANT 2022 5 INV P	805.00	289324	GR# 1H79TI081923-01
						ACCOUNT TOTAL	805.00		
001015	604900	003175	INDEPENDENT ELEVATOR	21-2595	0	OTHER PROFESSIONAL SERV. 2022 5 INV P	187.60	289354	COURT ANNUAL ELEVAT
						ACCOUNT TOTAL	187.60		
001015	604901	004050	RICOH CORP	36214743	0	OTHER PROF-TECHNOLOGY 2022 5 INV P	14.38	289387	MB# 2018-183-184 CO
						ACCOUNT TOTAL	14.38		
001015	630500	003700	MS POWER COMPANY	E2022 2/21	0	ELECTRICITY 2022 5 INV P	1,046.35	289371	MS POWER VARIOUS DE
						ACCOUNT TOTAL	1,046.35		
001015	635000	003341	KONE INC	1158236957	0	BUILDING R&M 2022 5 INV P	271.39	289363	COURT KONE ELEVATOR
		003341	KONE INC	1158252701	0	2022 5 INV P	792.44	289363	COURT KONE ELEVATOR
							1,063.83		
						ACCOUNT TOTAL	1,063.83		
						ORG 001015 TOTAL	8,628.36		
001045						PURCHASING DIV.			
001045	636500	002406	CANON FINANCIAL SERV	28070737	0	OFFICE EQUIPMENT R&M 2022 5 INV P	205.96	289312	MB2018-145/PURCHASI
						ACCOUNT TOTAL	205.96		
						ORG 001045 TOTAL	205.96		
001080						HUMAN RESOURCES			
001080	501000	003809	OFFICE DEPOT INC	2525862539	223670	OTHER EXPENDABLE OFF.SPL 2022 5 INV P	348.48	289375	OFFICE SUPPLIES FOR
						ACCOUNT TOTAL	348.48		
						ORG 001080 TOTAL	348.48		
001090						URBAN DEVELOPMT			
001090	559000	002714	ECONOMY SUPPLY CO	70393	226709	OTHER OPERATING MATL/SPLY 2022 5 INV P	184.75	289329	LOCKS AND DEADBOLTS
						ACCOUNT TOTAL	184.75		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001090	604900										
004482	TYLER TECHNOLOGIES IN	025-356956	0			2022	5	INV P	4,410.00	289407	2022 SUPPORT & MAIN
OTHER PROFESSIONAL SERV.											
ACCOUNT TOTAL									4,410.00		
001090	641000										
004050	RICOH CORP	36214750	0			2022	5	INV P	11.65	289387	COPIER LATE FEE FOR
OFFICE EQUIPMENT RENT											
ACCOUNT TOTAL									11.65		
ORG 001090 TOTAL									4,606.40		
001092			GEN.GOV'T.BLDG								
001092	546000										
002901	GILKEY ELECTRIC SUPP	352069	226883			2022	5	INV P	69.00	289348	LIGHT REPLACEMENT 3
MINOR EQUIPMENT											
003916	PINE BELT INDUSTRIAL	4197187-0001-04	226812			2022	5	INV P	52.32	289380	MATERIAL FOR CHILLE
ACCOUNT TOTAL									121.32		
001092	560500										
002901	GILKEY ELECTRIC SUPP	351207	226670			2022	5	INV P	1,245.00	289348	REPLACE LIGHTS ON 3
002901	GILKEY ELECTRIC SUPP	352069	226883			2022	5	INV P	210.00	289348	LIGHT REPLACEMENT 3
ELECTRICAL SUPPLIES									1,455.00		
ACCOUNT TOTAL									1,455.00		
001092	630500										
003700	MS POWER COMPANY	E2022 2/10	0			2022	5	INV P	580.04	289371	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2022 2/21	0			2022	5	INV P	3,824.48	289371	MS POWER VARIOUS DE
ELECTRICITY									4,404.52		
ACCOUNT TOTAL									4,404.52		
001092	639400										
003040	HAVARD PEST CONTROL	1896317	0			2022	5	INV P	90.00	289352	HAVARD PEST CONTROL
DISINFECT./EXTERMINATION											
ACCOUNT TOTAL									90.00		
ORG 001092 TOTAL									6,070.84		
001093			INTERMODAL FAC O&M								
001093	510000										
004634	WHEELER'S JANITORIAL	9609	226411			2022	5	INV P	447.15	289415	JANITORIAL SUPPLIES
CLEANING/JANITORIAL SPLY											
ACCOUNT TOTAL									447.15		
001093	560500										
004256	SOLAR SUPPLY INC	3449234	226721			2022	5	INV P	121.50	289396	DYE TO REPAIR AC UN
ELECTRICAL SUPPLIES											

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									121.50		
001093	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2022 2/21	0	2022	5	INV	P	4,050.70	289371 MS POWER VARIOUS DE		
ACCOUNT TOTAL									4,050.70		
ORG 001093 TOTAL									4,619.35		
G/G INS.OTH SER											
001095	602500	LEGAL									
003944	POPE & POPE, PA	2212	0	2022	5	INV	P	600.00	289383 REDISTRICTING		
003944	POPE & POPE, PA	2213	0	2022	5	INV	P	2,700.00	289383 BOLTON - EEOC CHARG		
003944	POPE & POPE, PA	2214	0	2022	5	INV	P	2,100.00	289383 MOORE - EEOC CHARGE		
003944	POPE & POPE, PA	2215	0	2022	5	INV	P	1,200.00	289383 INTERLOCAL AGREEMEN		
003944	POPE & POPE, PA	2216	0	2022	5	INV	P	6,310.75	289383 UDC VS. CITY OF HAT		
									12,910.75		
ACCOUNT TOTAL									12,910.75		
001095	604900	OTHER PROFESSIONAL SERV.									
004694	ZAC FAIRLEY APPRAISA	1080	0	2022	5	INV	P	400.00	289416 APPRAISAL REPORT PP		
ACCOUNT TOTAL									400.00		
001095	606000	TELEPHONE AND TELEGRAPH									
002158	AT&T	L2022 2/8BL	0	2022	5	INV	P	48.94	289302 AT&T BLUE LIGHTS 60		
ACCOUNT TOTAL									48.94		
ORG 001095 TOTAL									13,359.69		
POLICE/PUB.SFTY											
001100	525000	GAS AND OIL									
002869	FUELMAN OF MS	NP61639081	0	2022	5	INV	P	101.67	289343 FUELMAN CHARGE 2/14		
ACCOUNT TOTAL									101.67		
001100	535500	WEARING APPAREL									
002769	EXPRESS PRESS	46062A	225104	2022	5	INV	P	40.50	289337 POLO'S FOR CHIEF SE		
002769	EXPRESS PRESS	46062B	225103	2022	5	INV	P	36.50	289337 POLO'S FOR CHIEF SE		
									77.00		
004501	UNIFORM SURPLUS OF A	1338	222031	2022	5	INV	P	349.90	289408 CLOTHING ALLOWANCE		
004501	UNIFORM SURPLUS OF A	1365	223664	2022	5	INV	P	1,084.65	289408 BDU FOR STOCK-HPD		
									1,434.55		
ACCOUNT TOTAL									1,511.55		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100	546000										
	002070	AIRDESIGNS SIGN	589797		0	2022	5	INV P	90.00		289295 PARKING SIGNS FOR M
	002500	COCA COLA BOTTLING C	1106207459		0	2022	5	INV P	982.00		289320 WATER FOR STORM PRE
	002764	EVIDENT INC	186165B		225927	2022	5	INV P	1,179.20		289336 SUPPLIES FOR CRIME
	048068	FITNESS EXPO, INC.	9588		225981	2022	5	INV P	4,334.00		289340 EXERCISE EQUIPMENT
									ACCOUNT TOTAL	6,585.20	
001100	570000										
	002060	ADVANCE AUTO PARTS	5604205273232		226827	2022	5	INV P	1,585.67		289293 REPAIR PARTS FOR ST
	002060	ADVANCE AUTO PARTS	5604205373279		226849	2022	5	INV P	1,406.99		289293 REPAIR PARTS FOR VA
									2,992.66		
	002113	AMERICAN SIGNS	9214		225612	2022	5	INV P	60.00		289301 TAGS FOR UNIT#21707
	002160	AT&T MOBILITY	287308925627X0205202	0		2022	5	INV P	4,628.00		289305 MB2016-287/GPS TRAC
	003915	PINE BELT CDJR, INC	63321		225531	2022	5	INV P	1,582.00		289379 FILTERS FOR STOCK-H
	003915	PINE BELT CDJR, INC	64084		225075	2022	5	INV P	138.00		289379 REPAIR PARTS FOR UN
									1,720.00		
									ACCOUNT TOTAL	9,400.66	
001100	602700										
	002532	COMPREHENSIVE RADIOL	1.6.22 SHELBOURN		0	2022	5	INV P	802.00		289322 MEDICAL BILL FOR OF
									ACCOUNT TOTAL	802.00	
001100	604900										
	002750	EQUIFAX INFORMATION	6702142		0	2022	5	INV P	42.68		289335 ONLINE INVESTIGATIO
	047055	INTERPRETERS & TRANS	165577		0	2022	5	INV P	57.28		289356 INTERPRETER SERVICE
									ACCOUNT TOTAL	99.96	
001100	606000										
	002158	AT&T	0563149329001	2/22	0	2022	5	INV P	42.39		289304 POLICE DISPATCH 2/2
	002158	AT&T	54549101030591	2/8	0	2022	5	INV P	184.40		289303 POLICE DISPATCH 601
	002158	AT&T	L2022 2/8		0	2022	5	INV P	47.00		289302 AT&T POLICE 2/8/22
	002158	AT&T	L2022 2/8/22		0	2022	5	INV P	76.00		289302 AT&T POLICE 601M269
									349.79		
									ACCOUNT TOTAL	349.79	
001100	612000										
									FREIGHT		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002060	ADVANCE AUTO PARTS	5604205273232	226827	2022	5	INV P	18.00	289293	REPAIR PARTS FOR ST
002891	GEIGER MIDSOUTH (BRO 4638590RT		226060	2022	5	INV P	28.73	289347	SUPPLIES FOR COMMUN
002891	GEIGER MIDSOUTH (BRO 4646231RT		226060	2022	5	INV P	41.74	289347	SUPPLIES FOR COMMUN
							70.47		
048068	FITNESS EXPO, INC.	9588	225981	2022	5	INV P	797.00	289340	EXERCISE EQUIPMENT
ACCOUNT TOTAL							885.47		
001100	630500			ELECTRICITY					
003700	MS POWER COMPANY	E2022 2/10	0	2022	5	INV P	2,559.37	289371	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2022 2/21	0	2022	5	INV P	7,650.29	289371	MS POWER VARIOUS DE
							10,209.66		
ACCOUNT TOTAL							10,209.66		
001100	638000			FIXED EQUIPMENT R&M					
002716	EDDIE PEARSON ROOFIN 1558		221194	2022	5	INV P	1,518.00	289330	ROOF REPAIR TOSERVI
ACCOUNT TOTAL							1,518.00		
001100	638400			MOTOR VEHICLE EQ. R&M					
004514	UNIVERSITY TIRE & SE INV189240		226471	2022	5	INV P	195.00	289410	TIRE SENSOR UNIT#20
ACCOUNT TOTAL							195.00		
001100	639800			TOW IN CHARGES					
003869	PEANUTS TOWING SERVI 098899		0	2022	5	INV P	150.00	289377	TOWING OF UNIT#1664
ACCOUNT TOTAL							150.00		
001100	641000			OFFICE EQUIPMENT RENT					
004057	RJ YOUNG COMPANY	INV4645061	0	2022	5	INV P	311.09	289388	MB#2021-285 COPIER
ACCOUNT TOTAL							311.09		
ORG 001100 TOTAL							32,120.05		
001131				JOINT P&F TRNG.					
001131	501000			OTHER EXPENDABLE OFF.SPL					
002527	COMMERCIAL STATIONER 455477-0		226840	2022	5	INV P	101.20	289321	P/F SUPPLIES
ACCOUNT TOTAL							101.20		
001131	511600			FOOD-CIT TRAINING (PBMH CONTR)					
003524	MCALISTERS DELI	1085839	226788	2022	5	INV P	320.28	289367	P/F LUNCH FOR CIT T
004081	ROSE'S QUIK STOP	0006	226806	2022	5	INV P	420.00	289391	P/F LUNCH FOR CIT T

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL								740.28		
001131	545000			HAND TOOLS						
003746	NAPA AUTO PARTS	5930-644337	226785	2022	5	INV	P	110.65	289372	P/F REPLACEMENT BAT
ACCOUNT TOTAL								110.65		
001131	6110FR			MINOR EQUIPMENT-FIRE						
002479	CLARK, BRANDON	9251	0	2022	5	INV	P	122.00	289317	P/F REIMBUR MEALS/G
003071	HEBERT, TIMOTHY	9258	0	2022	5	INV	P	92.00	289353	P/F REIMBURS MEALS
ACCOUNT TOTAL								214.00		
001131	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2022 2/10	0	2022	5	INV	P	806.32	289371	MS POWER VARIOUS DE
ACCOUNT TOTAL								806.32		
ORG 001131 TOTAL								1,972.45		
001160		FIRE DIVISION								
001160	510000			CLEANING/JANITORIAL SPLY						
002729	ELKINS WHOLESALE INC	464140-02	0	2022	5	INV	P	124.74	289332	HFD BACKORDER REF P
ACCOUNT TOTAL								124.74		
001160	570000			MTR VEHICLE REP. PTS/SPL						
002194	BARDING GENERATOR &	178803	226795	2022	5	INV	P	179.95	289308	HFD UNIT # 20099 BC
002739	EMPIRE TRUCK SALES(J	CE006191594:01	226794	2022	5	INV	P	60.07	289333	HFD UNIT # 18098 RE
002739	EMPIRE TRUCK SALES(J	CE006191742:01	226850	2022	5	INV	P	179.26	289333	HFD UNIT # 18098 RE
								239.33		
004465	TRUCKPRO LLC	039-0701417	226607	2022	5	INV	P	439.54	289405	HFD SHOP SUPPLIES S
ACCOUNT TOTAL								858.82		
001160	575600			SCBA REPAIR PTS/SPL						
048544	SUB-AQUATICS INC	INV-IL53	226723	2022	5	INV	P	70.65	289402	HFD STATION ONE CAS
ACCOUNT TOTAL								70.65		
001160		612000		FREIGHT						
002739	EMPIRE TRUCK SALES(J	CE006191594:01	226794	2022	5	INV	P	15.00	289333	HFD UNIT # 18098 RE
002739	EMPIRE TRUCK SALES(J	CE006191742:01	226850	2022	5	INV	P	15.00	289333	HFD UNIT # 18098 RE
								30.00		
002798	FEDERAL EXPRESS	7-670-29405	0	2022	5	INV	P	1.59	289338	HFD RETURN WRONG VA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
048544	SUB-AQUATICS INC	INV-IL53B	0	2022	5	INV P	15.51	289402	HFD REFERENCE PO #
ACCOUNT TOTAL							47.10		
001160	630000			GAS					
004321	SPIRE	G2022 2/15	0	2022	5	INV P	404.21	289400	SPIRE(WILLMUT GAS)
004321	SPIRE	G2022 2/22	0	2022	5	INV P	2,972.46	289400	SPIRE 2/22 FIRE STA
							3,376.67		
ACCOUNT TOTAL							3,376.67		
001160	630500			ELECTRICITY					
003700	MS POWER COMPANY	E2022 2/10	0	2022	5	INV P	260.24	289371	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2022 2/21	0	2022	5	INV P	3,338.42	289371	MS POWER VARIOUS DE
							3,598.66		
004282	SOUTHERN PINE ELECTR	E2022 2/16	0	2022	5	INV P	51.21	289397	SOUTHERN PINE ELECT
ACCOUNT TOTAL							3,649.87		
001160	638900			SCBA EQUIP. R&M					
003203	INTL FIRE & SAFETY	039450	226584	2022	5	INV P	200.00	289357	HFD STATION CASCADE
ACCOUNT TOTAL							200.00		
001160	639400			DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	1880907	0	2022	5	INV P	48.00	289352	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	1880908	0	2022	5	INV P	48.00	289352	HAVRAD PEST CONTROL
							96.00		
ACCOUNT TOTAL							96.00		
001160	641000			OFFICE EQUIPMENT RENT					
004050	RICOH CORP	36214752	0	2022	5	INV P	9.60	289387	HFD LATE FEE FOR RI
ACCOUNT TOTAL							9.60		
ORG 001160 TOTAL							8,433.45		
001180				LAND DEVEL.ADM.					
001180	535500			WEARING APPAREL					
003216	J M H GRAPHICS	32856	225879	2022	5	INV P	1,042.38	289359	UNIFORM POLOS - BUI
ACCOUNT TOTAL							1,042.38		
001180	604900			OTHER PROFESSIONAL SERV.					
002847	FORREST COUNTY CHANC	076	0	2022	5	INV P	52.00	289342	Filing Fees: ORD 32
004482	TYLER TECHNOLGIES IN	025-364018	0	2022	5	INV P	1,606.78	289407	IG WORKFORCE 3/22-2

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL											1,658.78			
001180	644900							OTHER RENT						
004057	RJ YOUNG COMPANY	4634268	0	2022	5	INV	P	218.43		289388	COPIER 1/11/22 - 2/			
ACCOUNT TOTAL											218.43			
ORG 001180 TOTAL											2,919.59			
001190							P/S CONTRAC.SER							
001190	602700							MEDICAL						
002960	GULF GUARANTY EMPLOY	220225151214	0	2022	5	INV	P	1,057.20		289350	MEDICAL BILL FOR IN			
ACCOUNT TOTAL											1,057.20			
ORG 001190 TOTAL											1,057.20			
001191							TRAFFIC MAINT.							
001191	554500							TRAFFIC SIGNS						
004316	SPEEDY PRINTING & SI	29941	226747	2022	5	INV	P	90.00		289399	TRAFFIC STREET MARK			
ACCOUNT TOTAL											90.00			
001191	630500							ELECTRICITY						
003700	MS POWER COMPANY	E2022 2/21	0	2022	5	INV	P	1,304.52		289371	MS POWER VARIOUS DE			
ACCOUNT TOTAL											1,304.52			
001191	643000							UNIFORM RENT						
002471	CINTAS CORPORATION #	4111196923	0	2022	5	INV	P	25.00		289315	TRAFFIC UNIFORM SC			
ACCOUNT TOTAL											25.00			
001191	643500							MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4111196528	0	2022	5	INV	P	7.26		289315	TRAFFIC MATS SC/820			
ACCOUNT TOTAL											7.26			
001191	684500							REGISTRATION FEE/TUITION						
003667	MS ASSN GOVT PURCH/P	1628709567011	223334	2022	5	INV	P	175.00		289369	REGISTRATION/CFLUKE			
ACCOUNT TOTAL											175.00			
ORG 001191 TOTAL											1,601.78			
001201							STREET DIV.							
001201	510000							CLEANING/JANITORIAL SPLY						
047740	GARBO GRABBER, LLC	P.O. 00226684	226684	2022	5	INV	P	389.78		289344	THE REACHER			
ACCOUNT TOTAL											389.78			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001201	525000										
002060	ADVANCE AUTO PARTS	560420949386			226777	2022	5	INV P	413.50	289293	OIL VV211 FOR LAWN
									413.50		
001201	540000										
004586	WARREN PAVING INC	56804			226338	2022	5	INV P	175.84	289411	HOT ASPHALT FOR VAR
									175.84		
001201	540500										
004586	WARREN PAVING INC	56249			222183	2022	5	INV P	2,518.18	289411	CRUSHED CONCRETE PU
									2,518.18		
001201	541000										
004586	WARREN PAVING INC	58170			226499	2022	5	INV P	3,793.54	289411	6-10 LIME STONE
									3,793.54		
001201	541500										
004586	WARREN PAVING INC	50458			223792	2022	5	INV P	3,738.06	289411	6-10 LIME STONE PUB
									3,738.06		
001201	545000										
047740	GARBO GRABBER, LLC	P.O. 00226684			226684	2022	5	INV P	204.00	289344	THE REACHER
									204.00		
001201	559000										
004256	SOLAR SUPPLY INC	3449387			226801	2022	5	INV P	884.12	289396	A/C FREON FOR PW BL
004256	SOLAR SUPPLY INC	3449388			226803	2022	5	INV P	118.24	289396	PUBLIC WORKS/A/C SU
									1,002.36		
001201	570000										
002166	AUTO ARMATURE SERVIC	26466			223605	2022	5	INV P	179.95	289306	MTP94RHY BATTERY UN
003916	PINE BELT INDUSTRIAL	4196736-0001-04			226593	2022	5	INV P	81.81	289380	BEARING 4B FLG 1-1/
004354	STRIBLING EQUIPMENT	RS006022032:01			226778	2022	5	INV P	1,212.58	289401	UNIT 20152 TEAR DOW
004514	UNIVERSITY TIRE & SE	INV190692			226856	2022	5	INV P	574.36	289410	UNIT 14715 STREET 2
									2,048.70		
001201	575500										
003986	PUCKETT MACHINERY CO	WOHB5294440			226838	2022	5	INV P	4,807.44	289384	UNIT 14956 FRONT EN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			4,807.44			
001201	612000				FREIGHT						
004354	STRIBLING EQUIPMENT		RS006021914:01	226256	2022	5	INV P	25.10		289401	TEARDOWN & REPLACE
					ACCOUNT TOTAL			25.10			
001201	638700				AGRICULTURAL EQ. R&M						
004354	STRIBLING EQUIPMENT		RS006021914:01	226256	2022	5	INV P	21,246.19		289401	TEARDOWN & REPLACE
					ACCOUNT TOTAL			21,246.19			
001201	643000				UNIFORM RENT						
002471	CINTAS	CORPORATION # 4111196734		0	2022	5	INV P	57.51		289315	UNIFORMS SC 8200044
002471	CINTAS	CORPORATION # 4111196805		0	2022	5	INV P	42.10		289315	UNIFORM SC 82000447
002471	CINTAS	CORPORATION # 4111196916		0	2022	5	INV P	105.21		289315	UNIFORMS SC 8200044
002471	CINTAS	CORPORATION # 4111196964		0	2022	5	INV P	19.16		289315	UNIFORM SC 8200044
002471	CINTAS	CORPORATION # 4111197003		0	2022	5	INV P	56.38		289315	UNIFORMS SC 8200044
								280.36			
					ACCOUNT TOTAL			280.36			
001201	684500				REGISTRATION FEE/TUITION						
003667	MS ASSN GOVT PURCH/P		1627412786131	223334	2022	5	INV P	175.00		289369	REGISTRATION/CFLUKE
					ACCOUNT TOTAL			175.00			
					ORG 001201 TOTAL			40,818.05			
001202					STREET LIGHTS						
001202	630500				ELECTRICITY						
003700	MS	POWER COMPANY	E2022 2/10	0	2022	5	INV P	2,195.47		289371	MS POWER VARIOUS DE
003700	MS	POWER COMPANY	E2022 2/21	0	2022	5	INV P	98,975.13		289371	MS POWER VARIOUS DE
003700	MS	POWER COMPANY	E2022-21 FEB	0	2022	5	INV P	99.02		289371	MISSISSIPPI POWER-V
								101,269.62			
004282	SOUTHERN PINE ELECTR		E2022-2/15/22	0	2022	5	INV P	71.89		289397	SOUTHERN PINE ELECT
					ACCOUNT TOTAL			101,341.51			
					ORG 001202 TOTAL			101,341.51			
001203					ENGR/PUBLIC SER						
001203	508000				COMPUTER SUPPLIES						
002702	EARL DUDLEY, INC		381626	225309	2022	5	INV P	330.00		289328	DATA COLLECTOR SOFT
					ACCOUNT TOTAL			330.00			
001203	630500				ELECTRICITY						
003700	MS	POWER COMPANY	E2022 2/21	0	2022	5	INV P	337.30		289371	MS POWER VARIOUS DE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL			337.30			
						ORG 001203 TOTAL			667.30			
001204 SHOP DIVISION												
001204	570000					MTR	VEHICLE	REP.	PTS/SPL			
002071	AIRGAS USA LLC (NORD	9122741092	226477	2022	5	INV	P		92.22	289296	GAS FOR TANKS/PW SH	
002413	CARQUEST AUTO PARTS	14758-7995	226830	2022	5	INV	P		43.47	289313	SEALANT/PW SHOP	
002413	CARQUEST AUTO PARTS	14758-8070	226868	2022	5	INV	P		16.17	289313	FUEL FILTER/PW SHOP	
									59.64			
004297	SOUTHERN TIRE MART (	2520086108	226770	2022	5	INV	P		240.00	289398	VALVE STEMS/FOR MED	
						ACCOUNT TOTAL			391.86			
001204	630500					ELECTRICITY						
003700	MS POWER COMPANY	E2022 2/10	0	2022	5	INV	P		3,436.73	289371	MS POWER VARIOUS DE	
						ACCOUNT TOTAL			3,436.73			
001204	643000					UNIFORM RENT						
002471	CINTAS CORPORATION #	4111196895	0	2022	5	INV	P		86.23	289315	UNIFORM RENTAL/PW S	
						ACCOUNT TOTAL			86.23			
						ORG 001204 TOTAL			3,914.82			
001205 G O & F S DIV.												
001205	604900					OTHER PROFESSIONAL SERV.						
003918	PINE BELT OIL COMPAN	10735756	226498	2022	5	INV	P		123.48	289381	REPAIRS TO PUMP #1	
003918	PINE BELT OIL COMPAN	10735761	226496	2022	5	INV	P		50.00	289381	LABOR TO RESET THE	
									173.48			
						ACCOUNT TOTAL			173.48			
001205	630500					ELECTRICITY						
003700	MS POWER COMPANY	E2022 2/21	0	2022	5	INV	P		70.20	289371	MS POWER VARIOUS DE	
						ACCOUNT TOTAL			70.20			
						ORG 001205 TOTAL			243.68			
001206 DRAINAGE DIV.												
001206	729500					OTHER IMPROVEMENTS						
002803	FERGUSON WATERWORKS	0725403	225571	2022	5	INV	P		26,420.00	289339	VERNON DAHMER PARK	
						ACCOUNT TOTAL			26,420.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5				INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
						ORG 001206	TOTAL		26,420.00			
				CONSTRUCTION								
001207	560000			BUILDING MATERIALS & SPLY								
001207	560000			BUILDING MATERIALS & SPLY								
002714	ECONOMY SUPPLY CO	070808		226705	2022	5	INV	P	122.75		289329	MATERIAL FOR CONST
				ACCOUNT TOTAL		122.75						
				ELECTRICAL SUPPLIES								
001207	560500			ELECTRICAL SUPPLIES								
002499	COBURN'S SUPPLY CO I	605291310		226655	2022	5	INV	P	95.00		289319	14INCH DIA/W AIR FL
003208	IRBY, STUART C CO	S012822360.001		226439	2022	5	INV	P	236.35		289358	CLAMP METER/A/C TOO
004256	SOLAR SUPPLY INC	3449346		226779	2022	5	INV	P	41.58		289396	KNIFE/CONST DEPT
				ACCOUNT TOTAL		372.93						
				MTR VEHICLE REP. PTS/SPL								
001207	570000			MTR VEHICLE REP. PTS/SPL								
002413	CARQUEST AUTO PARTS	14758-8138		226901	2022	5	INV	P	85.68		289313	REPAIR FOR UNIT#162
				ACCOUNT TOTAL		85.68						
				OTHER PROFESSIONAL SERV.								
001207	604900			OTHER PROFESSIONAL SERV.								
004057	RJ YOUNG COMPANY	INV4615051		0	2022	5	INV	P	222.02		289388	CANON/CANON IR ADV
				ACCOUNT TOTAL		222.02						
				UNIFORM RENT								
001207	643000			UNIFORM RENT								
002471	CINTAS CORPORATION #	4111196679		0	2022	5	INV	P	84.61		289315	UNIFORM RENTAL/CONS
				ACCOUNT TOTAL		84.61						
				ORG 001207		TOTAL		887.99				
				SANITATION DIV.								
001220	510000			CLEANING/JANITORIAL SPLY								
001220	510000			CLEANING/JANITORIAL SPLY								
004634	WHEELER'S JANITORIAL	9551		226413	2022	5	INV	P	493.35		289415	DISINFECTANT/CLEANE
				ACCOUNT TOTAL		493.35						
				MTR VEHICLE REP. PTS/SPL								
001220	570000			MTR VEHICLE REP. PTS/SPL								
002413	CARQUEST AUTO PARTS	14758-7907		226814	2022	5	INV	P	214.32		289313	UNIT 17412 BRAKE SE
002539	CONNECTOR SPECIALIST	01027945		0	2022	5	INV	P	137.46		289323	MISSED SPECIAL ORDE
002739	EMPIRE TRUCK SALES(J	CE006191515:01		226865	2022	5	INV	P	247.87		289333	UNIT 20089 BEARING
002739	EMPIRE TRUCK SALES(J	CE006191546:01		226787	2022	5	INV	P	35.65		289333	UNIT 20073 AIRLINE
002739	EMPIRE TRUCK SALES(J	CE006191603:01		226804	2022	5	INV	P	1,336.40		289333	UNIT 20091 RELINED
						1,619.92						
004120	SANSOM EQUIPMENT CO	p0257		226737	2022	5	INV	P	1,602.09		289392	UNIT 20070 GRIPPER

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004297	SOUTHERN TIRE MART (	2520086098			226807	2022	5	INV P	1,800.00		289398 TIRES FOR SANITATIO
004467	TRUCKWORX-JACKSON	0530606770			226805	2022	5	INV P	1,974.00		289406 STEEL DRUMS FOR SAN
								ACCOUNT TOTAL	7,347.79		
001220	612000							FREIGHT			
002739	EMPIRE TRUCK SALES(J	CE006191603:01			226804	2022	5	INV P	75.00		289333 UNIT 20091 RELINED
004120	SANSOM EQUIPMENT CO	p0257			226737	2022	5	INV P	38.42		289392 UNIT 20070 GRIPPER
								ACCOUNT TOTAL	113.42		
001220	630500							ELECTRICITY			
003700	MS POWER COMPANY	E2022 2/10			0	2022	5	INV P	666.27		289371 MS POWER VARIOUS DE
								ACCOUNT TOTAL	666.27		
001220	643000							UNIFORM RENT			
002471	CINTAS CORPORATION #	4111197219			0	2022	5	INV P	198.21		289315 SC8200044758-SANIT.
								ACCOUNT TOTAL	198.21		
001220	643500							MOP-MAT-RAG RENT			
002471	CINTAS CORPORATION #	4111196673			0	2022	5	INV P	36.83		289315 SC8200044758-SANIT
002472	CINTAS FIRST AID J71	5096120997			0	2022	5	INV P	169.71		289316 SANITATION FIRST AI
								ACCOUNT TOTAL	206.54		
								ORG 001220 TOTAL	9,025.58		
001402								ECONOMIC DEV.			
001402	7150SS							SMOKE EVACUATION SYSTEM			
047332	MCKENZIE PATRICK	SMOKE EVAC EST. 2			0	2022	5	INV P	28,692.38		289368 MB 2020-116 HPSC SM
								ACCOUNT TOTAL	28,692.38		
								ORG 001402 TOTAL	28,692.38		
001551								AIRPORT DIV.			
001551	630500							ELECTRICITY			
003700	MS POWER COMPANY	E2022 2/10			0	2022	5	INV P	1,323.03		289371 MS POWER VARIOUS DE
								ACCOUNT TOTAL	1,323.03		
								ORG 001551 TOTAL	1,323.03		
001553								CEMETERY DIV			
001553	544000							HORT./LANDSCAPING SPLY.			
002846	FORESTRY SUPPLIERS I	174169-00			226569	2022	5	INV P	115.01		289341 DUNLAP-RAIN SUITS-C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										115.01		
001553	560000					BUILDING MATERIALS & SPL						
002714	ECONOMY SUPPLY CO	070603	226757	2022	5	INV	P	634.00		289329	PLYLWOOD FOR THE CE	
ACCOUNT TOTAL										634.00		
001553	570000					MTR VEHICLE REP. PTS/SPL						
003034	HATTIESBURG HYDRAULI	93670	226893	2022	5	INV	P	62.71		289351	HYDRAULIC HOSE FOR	
ACCOUNT TOTAL										62.71		
001553	575500					AGRICLTRL REPAIR PTS/SPL						
002413	CARQUEST AUTO PARTS	14758-7798	226754	2022	5	INV	P	232.69		289313	ROLLER FOR EXCAVATO	
003916	PINE BELT INDUSTRIAL	4196385-0001-04	226387	2022	5	INV	P	39.62		289380	LINKAGE RODS, KNUCK	
ACCOUNT TOTAL										272.31		
001553	604900					OTHER PROFESSIONAL SERV.						
003191	INTERFACE SECURITY S	20171824	0	2022	5	INV	P	48.34		289355	MB#2006-2/76-77-SEC	
ACCOUNT TOTAL										48.34		
001553	612000					FREIGHT						
002846	FORESTRY SUPPLIERS I	174169-00	226569	2022	5	INV	P	13.34		289341	DUNLAP-RAIN SUITS-C	
ACCOUNT TOTAL										13.34		
001553	630500					ELECTRICITY						
003700	MS POWER COMPANY	E2022 2/21	0	2022	5	INV	P	519.62		289371	MS POWER VARIOUS DE	
ACCOUNT TOTAL										519.62		
001553	639400					DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	1880939	0	2022	5	INV	P	60.00		289352	HAVARD PEST CONTROL	
ACCOUNT TOTAL										60.00		
ORG 001553 TOTAL										1,725.33		
001560	PARKING OPER.											
001560	630500					ELECTRICITY						
003700	MS POWER COMPANY	E2022 2/21	0	2022	5	INV	P	1,178.39		289371	MS POWER VARIOUS DE	
ACCOUNT TOTAL										1,178.39		
ORG 001560 TOTAL										1,178.39		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5									
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
FUND 001 REVENUES				TOTAL:		1,409,507.68			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300											PKS/REC-RECREATION MAINT. DIV.
002300	525500										LUBRICANTS
002304	BRACKMAN MOWER WAREH	18106			226592	2022	5	INV P	131.52		289310 P&R GRNDS MAINT-LUB
									ACCOUNT TOTAL	131.52	
002300	551000										RECREATIONAL SUPPLIES
002177	B S N SPORTS		915726969		226394	2022	5	INV P	1,065.99		289307 P&R JAYCEE PARK-BAT
002177	B S N SPORTS		915769859		226422	2022	5	INV P	1,065.99		289307 P&R DAHMER PARK-BAT
									2,131.98		
002492	CLEMTS HARDWARE		127615		226531	2022	5	INV P	269.89		289318 P&R GRNDS MAINT-BAL
									ACCOUNT TOTAL	2,401.87	
002300	560500										ELECTRICAL SUPPLIES
002901	GILKEY ELECTRIC SUPP	351140			226634	2022	5	INV P	1,620.00		289348 P&R CAMERON FIELD-E
									ACCOUNT TOTAL	1,620.00	
002300	561000										PLUMBING SUPPLIES
003302	KEELING COMPANY (HAT	S4093234.001			226741	2022	5	INV P	594.64		289361 P&R TATUM SOCCER-PL
									ACCOUNT TOTAL	594.64	
002300	570000										MTR VEHICLE REP. PTS/SPL
002413	CARQUEST AUTO PARTS	14758-7454			226665	2022	5	INV P	34.84		289313 P&R TRK UNIT 9603-B
									ACCOUNT TOTAL	34.84	
002300	575500										AGRICLTRL REPAIR PTS/SPL
002304	BRACKMAN MOWER WAREH	18106			226592	2022	5	INV P	775.50		289310 P&R GRNDS MAINT-LUB
									ACCOUNT TOTAL	775.50	
002300	630500										ELECTRICITY
003700	MS POWER COMPANY	E2022 2/21			0	2022	5	INV P	1,493.03		289371 MS POWER VARIOUS DE
									ACCOUNT TOTAL	1,493.03	
002300	638400										MOTOR VEHICLE EQ. R&M
004297	SOUTHERN TIRE MART (	2520083828			225842	2022	5	INV P	49.95		289398 P&R TRK UNIT 18561-
									ACCOUNT TOTAL	49.95	
002300	638700										AGRICULTURAL EQ. R&M
002304	BRACKMAN MOWER WAREH	18112			226738	2022	5	INV P	266.39		289310 P&R MOWER 17085-SER
									ACCOUNT TOTAL	266.39	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300	643000										
002471	CINTAS CORPORATION # 4110245354				0	2022	5	INV P	161.78	289315	P&R GRNDS MAINT UNI
									ACCOUNT TOTAL		161.78
002300	644900										
002471	CINTAS CORPORATION # 4110244937				0	2022	5	INV P	33.66	289315	P&R GRNDS MAINT UNI
									ACCOUNT TOTAL		33.66
002300	699900										
003331	KINSEY WELDING 5275				226783	2022	5	INV P	380.00	289362	P&R TATUM PARK-LABO
004609	WEBBS PAINT COMPANY 466930				226485	2022	5	INV P	3,950.00	289414	P&R JAYCEE PARK-LAB
									ACCOUNT TOTAL		4,330.00
									ORG 002300 TOTAL		11,893.18
002315											
002315	551000										
003937	PLAY IT AGAIN SPORTS 000785				226763	2022	5	INV P	609.00	289382	BASKETBALL ANTI-WHI
003937	PLAY IT AGAIN SPORTS 000868				226729	2022	5	INV P	108.00	289382	PENNIES WITH NUMBER
											717.00
									ACCOUNT TOTAL		717.00
002315	604919										
002905	GILLILANDS ELECTRONI 7150				0	2022	5	INV P	90.00	289349	SERVICE CALL -SMOKE
047117	ABIGAIL L ALLEN 2/25/22				0	2022	5	INV P	210.00	289292	AFTER SCHOOL ART CL
									ACCOUNT TOTAL		300.00
002315	630500										
003700	MS POWER COMPANY E2022 2/10				0	2022	5	INV P	4,603.26	289371	MS POWER VARIOUS DE
003700	MS POWER COMPANY E2022 2/21				0	2022	5	INV P	10,783.60	289371	MS POWER VARIOUS DE
											15,386.86
									ACCOUNT TOTAL		15,386.86
002315	639400										
003040	HAVARD PEST CONTROL 1880909				0	2022	5	INV P	48.00	289352	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL 1880911				0	2022	5	INV P	125.00	289352	HAVARD PEST CONTROL
											173.00
									ACCOUNT TOTAL		173.00
									ORG 002315 TOTAL		16,576.86

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5									
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
FUND 002 PARKS & RECREATION FUND					TOTAL:		28,470.04		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660											
009660	604900										
003796	NORTH LAMAR WATER AS			NORTH LAMAR	FEB 22	0	2022	5 INV P	148.00		289374 SEWER READS FOR WAT
004594	WATER COMPANY OF AME 16					0	2022	5 INV P	35,767.95		289412 REVIEW OF UNBILLED
004594	WATER COMPANY OF AME 17					0	2022	5 INV P	25,241.02		289412 REVIEW OF UNBILLED/
									61,008.97		
									ACCOUNT TOTAL	61,156.97	
009660	607000										
047562	ENCO UTILITY			21023		0	2022	5 INV P	1,499.83		289334 MB 2020-835 RT 2 BI
									ACCOUNT TOTAL	1,499.83	
009660	620000										
047562	ENCO UTILITY			21023		0	2022	5 INV P	558.82		289334 MB 2020-835 RT 2 BI
									ACCOUNT TOTAL	558.82	
009660	630000										
004321	SPIRE			G2022 2/15		0	2022	5 INV P	298.96		289400 SPIRE(WILLMUT GAS)
									ACCOUNT TOTAL	298.96	
009660	630500										
003700	MS POWER COMPANY			E2022 2/10		0	2022	5 INV P	448.25		289371 MS POWER VARIOUS DE
									ACCOUNT TOTAL	448.25	
009660	638400										
003389	LARRY'S WRECKER SERV TOW UNIT 13510					0	2022	5 INV P	65.00		289364 TOW FOR UNIT 13510
									ACCOUNT TOTAL	65.00	
009660	643000										
002471	CINTAS CORPORATION # 4111198410					0	2022	5 INV P	68.39		289315 S/C 8200044758 UNIF
									ACCOUNT TOTAL	68.39	
009660	742000										
047090	ROGERS-DABBS CHEVROL 86882					220405	2022	5 INV P	22,120.00		289390 TRUCK WATER BILLING
									ACCOUNT TOTAL	22,120.00	
									ORG 009660 TOTAL	86,216.22	
009672											
009672	570000										
002700	EAGLE TIRE AND SERVI INV062262					226845	2022	5 INV P	345.74		289327 TIRES FOR UNIT # 18

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									345.74		
009672	636000					STREETS & STRUCTURES R&M					
003649	C J MORGAN INC	202009	0	2022	5	INV	P	27,860.00		289311	MB2020-179:WATER RE
003649	C J MORGAN INC	2022008	0	2022	5	INV	P	141,882.92		289311	MB2020-179:WATER RE
									169,742.92		
ACCOUNT TOTAL									169,742.92		
009672	638600					CONSTRUCTION EQUIP R&M					
003987	PUCKETT RENTS	873370	226846	2022	5	INV	P	636.43		289385	REPAIRS TO TSURUMI
003987	PUCKETT RENTS	875947	226848	2022	5	INV	P	579.80		289385	REPAIRS FOR PT3A TR
									1,216.23		
ACCOUNT TOTAL									1,216.23		
ORG 009672 TOTAL									171,304.89		
009673			W&S O&M-WATER PLANT DIVISION								
009673	604900					OTHER PROFESSIONAL SERV.					
002288	BONNER ANALYTICAL TE	76142	0	2022	5	INV	P	82.00		289309	SPECIAL TESTING- US
004143	SECURITY BLANKET	172136	0	2022	5	INV	P	75.00		289393	SERVICE CALL-- RESE
ACCOUNT TOTAL									157.00		
009673	630500					ELECTRICITY					
003700	MS POWER COMPANY	E2022 2/10	0	2022	5	INV	P	25,822.05		289371	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2022 2/21	0	2022	5	INV	P	7,038.94		289371	MS POWER VARIOUS DE
									32,860.99		
ACCOUNT TOTAL									32,860.99		
009673	638200					MINOR EQUIPMENT R&M					
002887	GARY'S SMALL ENGINE	02CITY	226791	2022	5	INV	P	150.19		289345	REPAIRS TO PRESSURE
002887	GARY'S SMALL ENGINE	03CITY	226791	2022	5	INV	P	225.16		289345	REPAIRS TO PRESSURE
									375.35		
ACCOUNT TOTAL									375.35		
009673	639400					DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	1880932	0	2022	5	INV	P	50.00		289352	HAVARD PEST CONTROL
ACCOUNT TOTAL									50.00		
009673	643000					UNIFORM RENT					
002471	CINTAS CORPORATION #	4111199002	0	2022	5	INV	P	289.51		289315	SC#820004478 -- UNI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL				289.51		
009673	643500					MOP-MAT-RAG	RENT				
002471	CINTAS CORPORATION # 4111198501		0	2022	5	INV	P		22.11	289315	SC#8200044758-- MOP
					ACCOUNT TOTAL				22.11		
					ORG 009673 TOTAL				33,754.96		
					W&S O&M-SEWER DIVISION						
009676	513000					CHEMICALS					
009676	CERTIFIED LABORATORI	7694333		226752	2022	5	INV	P	21,643.70	289314	E100,EMERGE,CHERRYF
					ACCOUNT TOTAL				21,643.70		
009676	570000					MTR VEHICLE	REP.	PTS/SPL			
002413	CARQUEST AUTO PARTS	14758-8032		226842	2022	5	INV	P	61.14	289313	REPAIR PARTS FOR #1
003476	MAACO COLLISION REPA	26506		226679	2022	5	INV	P	275.20	289365	REPAIRS TO UNIT # 2
					ACCOUNT TOTAL				336.34		
009676	630500					ELECTRICITY					
003700	MS POWER COMPANY	E2022 2/10	0	2022	5	INV	P		4,969.41	289371	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2022 2/21	0	2022	5	INV	P		4,279.46	289371	MS POWER VARIOUS DE
									9,248.87		
004282	SOUTHERN PINE ELECTR	E2022 2/16	0	2022	5	INV	P		619.24	289397	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2022-2/15/22	0	2022	5	INV	P		76.24	289397	SOUTHERN PINE ELECT
									695.48		
					ACCOUNT TOTAL				9,944.35		
009676	636000					STREETS & STRUCTURES	R&M				
004058	RJM MCQUEEN CONTRACT	2572	0	2022	5	INV	P		36,306.90	289389	MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2573	0	2022	5	INV	P		5,864.50	289389	MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2574	0	2022	5	INV	P		5,922.70	289389	MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2575	0	2022	5	INV	P		10,785.60	289389	MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2576	0	2022	5	INV	P		3,570.00	289389	MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2577	0	2022	5	INV	P		22,216.38	289389	MB2020-179:SEWER RE
004058	RJM MCQUEEN CONTRACT	2587	0	2022	5	INV	P		80,286.61	289389	MB2020-179:SEWER RE
									164,952.69		
					ACCOUNT TOTAL				164,952.69		
009676	638400					MOTOR VEHICLE	EQ.	R&M			
002700	EAGLE TIRE AND SERVI	INV062262		226845	2022	5	INV	P	41.80	289327	TIRES FOR UNIT # 18

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003476	MAACO COLLISION REPA	26506			226679	2022	5	INV P	666.40	289365	REPAIRS TO UNIT # 2
								ACCOUNT TOTAL	708.20		
						ORG 009676		TOTAL	197,585.28		
009677								W&S O&M-SEWER LAGOON DIV.			
009677	513000							CHEMICALS			
002094	ALLIED UNIVERSAL COR	I2760493			226645	2022	5	INV P	4,795.75	289299	CHLORINE & SULFUR D
								ACCOUNT TOTAL	4,795.75		
009677	604900							OTHER PROFESSIONAL SERV.			
002288	BONNER ANALYTICAL TE	76134			0	2022	5	INV P	2,098.08	289309	NPDES MONITORING FO
004599	WATKINS & EAGAR	416072			0	2022	5	INV P	8,931.00	289413	REVIEW & CONSULTING
								ACCOUNT TOTAL	11,029.08		
009677	630500							ELECTRICITY			
003700	MS POWER COMPANY	E2022 2/10			0	2022	5	INV P	42,662.01	289371	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2022 2/21			0	2022	5	INV P	595.95	289371	MS POWER VARIOUS DE
									43,257.96		
								ACCOUNT TOTAL	43,257.96		
009677	639400							DISINFECT./EXTERMINATION			
003040	HAVARD PEST CONTROL	1880936			0	2022	5	INV P	40.00	289352	HAVARD PEST CONTROL
								ACCOUNT TOTAL	40.00		
						ORG 009677		TOTAL	59,122.79		
FUND 009 WATER & SEWER OPERATION/MAINT.									TOTAL:	547,984.14	

YEAR/PERIOD: 2022/5 TO 2022/5		INVOICE		PO	YEAR/PR TYP S				WARRANT	CHECK	DESCRIPTION
011000	WATER & SEWER			BALANCE SHEET							
011000	114000				METER SECURITY DEPOSITS						
004183	SHOEMAKER PROPERTIES	119133	85575	0	2022	5	INV	P	18.00	289394	MTR DEP REF 85575
047972	GAVIN WELLS	118022	85317	0	2022	5	INV	P	18.00	289346	MTR DEP REF 85317
047996	REALTY STAR NETWORK	119021	85468	0	2022	5	INV	P	18.00	289386	MTR DEP REF 85468
048557	ALANA LEDFORD	92816	61637	0	2022	5	INV	P	18.00	289297	MTR DEP REF 61637
048558	MARCIA T COLLIVER	97603	65894	0	2022	5	INV	P	10.00	289366	MTR DEP REF 65894
048559	SHONTELAY WHETSTONE	114894	81512	0	2022	5	INV	P	75.00	289395	MTR DEP REF 81512
048560	AEVALYNNE ELISAGA	115145	81746	0	2022	5	INV	P	18.00	289294	MTR DEP REF 81746
048561	JTM I, LLC 2	116114	82658	0	2022	5	INV	P	485.00	289360	MTR DEP REF 82658
048562	DAVID MABLE OTT	117233	83728	0	2022	5	INV	P	18.00	289326	MTR DET REF 83728
048563	ALEXANDRIA PRICE	117525	84016	0	2022	5	INV	P	18.00	289298	MTR DEP REF 84016
048564	ALLISON DEUS	117878	84354	0	2022	5	INV	P	18.00	289300	MTR DEP REF 84354
048565	NICHOLAS AL CIRALDO	118206	84680	0	2022	5	INV	P	18.00	289373	MTR DEP REF 84680
048566	TERRANCE SANDLIN	118999	85448	0	2022	5	INV	P	9.76	289403	MTR DEP REF 85448
ACCOUNT TOTAL									741.76		
ORG 011000 TOTAL									741.76		
011660	WATER & SEWER-CUST.ACCT.DIV.										
011660	6835WT				WATER RELATED REFUND						
048559	SHONTELAY WHETSTONE	114894	815121	0	2022	5	INV	P	127.84	289395	OVERPAYMENT 81512
ACCOUNT TOTAL									127.84		
ORG 011660 TOTAL									127.84		
FUND 011 WATER & SEWER FUND					TOTAL:				869.60		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION	
019100										POL.FORFEITURES-POLICE DIV.	
019100	559200									OTHER OPER.MATLS-D.A.R.E.	
002891	GEIGER MIDSOUTH (BRO 4638590RT		226060	2022	5	INV P		405.00		289347	SUPPLIES FOR COMMUN
002891	GEIGER MIDSOUTH (BRO 4646231RT		226060	2022	5	INV P		500.00		289347	SUPPLIES FOR COMMUN
								905.00			
004446	TOSHIBA BUSINESS SOL 5370304		0	2022	5	INV P		279.71		289404	MB#2018-164 COMMUNI
								ACCOUNT TOTAL		1,184.71	
019100	739900									OTHER EQUIPMENT	
048068	FITNESS EXPO, INC. 9588		225981	2022	5	INV P		15,000.00		289340	EXERCISE EQUIPMENT
								ACCOUNT TOTAL		15,000.00	
								ORG 019100 TOTAL		16,184.71	
FUND 019 POLICE FORFEITURES FUND				TOTAL:				16,184.71			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
073570				MASS TRANSIT-TRANSPORTATION							
073570 630500				ELECTRICITY							
003700 MS POWER COMPANY		E2022 2/10		0	2022	5	INV P	2,750.28		289371 MS POWER VARIOUS DE	
ACCOUNT TOTAL								2,750.28			
073570 638501				BUS EQUIP R&M-FIXED ROUTE							
002565 COURTESY MOTORS INC		299760		226587	2022	5	INV P	4,928.47		289325 BUS REPAIR-HIGH PRE	
ACCOUNT TOTAL								4,928.47			
ORG 073570 TOTAL								7,678.75			
FUND 073 MASS TRANSIT FUND								TOTAL:	7,678.75		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	560500			ELECTRICAL SUPPLIES							
004256	SOLAR SUPPLY INC	3449384		226514	2022	5	INV	P	188.91		289396 MATERIAL TO REPAIR
				ACCOUNT TOTAL					188.91		
077650	604900			OTHER PROFESSIONAL SERV.							
003681	MS FIRE & SAFETY OF	76731		0	2022	5	INV	P	690.00		289370 JACKIE DOLE COMM CN
003681	MS FIRE & SAFETY OF	76732		0	2022	5	INV	P	690.00		289370 C.E. ROY COMM CNTR
003681	MS FIRE & SAFETY OF	76734		0	2022	5	INV	P	350.00		289370 WU SIGLER ANNUAL HO
									1,730.00		
				ACCOUNT TOTAL					1,730.00		
077650	630000			GAS							
004321	SPIRE	G2022 2/15		0	2022	5	INV	P	1,432.61		289400 SPIRE(WILLMUT GAS)
				ACCOUNT TOTAL					1,432.61		
077650	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2022 2/21		0	2022	5	INV	P	3,415.34		289371 MS POWER VARIOUS DE
				ACCOUNT TOTAL					3,415.34		
077650	643000			UNIFORM RENT							
002471	CINTAS CORPORATION # 4109820068			0	2022	5	INV	P	194.52		289315 UNIFRM RNTL SC 8200
002471	CINTAS CORPORATION # 4110498147			0	2022	5	INV	P	194.52		289315 UNIFRM RNTL SC 8200
									389.04		
				ACCOUNT TOTAL					389.04		
				ORG 077650	TOTAL				7,155.90		
FUND 077 COMMUNITY CENTERS' FUND									TOTAL:	7,155.90	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/5 TO 2022/5									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
082285								CDBG-ENTITLEMENTS	
082285	535500							WEARING APPAREL	
002728	ELITE SCREEN PRINTIN	40539	225354	2022	5 INV P	232.00		289331 POLOS - COMMUNITY D	
					ACCOUNT TOTAL	232.00			
					ORG 082285 TOTAL	232.00			
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT TOTAL:						232.00			

** END OF REPORT - Generated by Sherry Jackson **

|City of Hattiesburg, MS
|A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

DUE FR

001	General Fund		309,378.42
002	PARKS & RECREATION FUND		28,470.04
009	WATER & SEWER OPERATION/MAINT.		547,984.14
011	WATER & SEWER FUND		869.60
019	POLICE FORFEITURES FUND		16,184.71
073	MASS TRANSIT FUND		7,678.75
077	COMMUNITY CENTERS' FUND		7,155.90
082	COMMUNITY DEVELOP. BLOCK GRANT		232.00
801	CLAIMS FUND		
		917,953.56	
	TOTAL	917,953.56	917,953.56

** END OF REPORT - Generated by Sherry Jackson **