



**Tuesday, July 19, 2022  
5:00 PM**

**City Council  
Tuesday Meeting Agenda**

**Council Chambers  
200 Forrest Street**

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**Call to Order**

**Call to Prayer and Pledge of Allegiance**

**Presentation Agenda**

**POLICY AGENDA**

1.      **2022-496**      Approve the minutes for the June 30 & July 5, 2022 meetings of the City Council.
  
2.      **2022-486**      Adopt an Ordinance for the petition filed by Barbara Hamilton, representative, to rename the public street presently known as County Drive to “Tommy King Drive” (beginning at the intersection of William Carey Parkway and ending at the intersection of and Edward Street, Ward 2 and Ward 5), Planning Commission recommended to Approve on July 6, 2022.
  
3.      **2022-485**      Adopt an Ordinance for the petition filed by Andy Stetelman, owner, to change the zoning classification for a property located at 3207 Hardy St, Neighborhood Business District B-2 and Multi-Family Residential District R-3 to Community Business District B-3 (Ward 3), Planning Commission recommended to Approve on July 6, 2022.
  
4.      **2022-487**      Approve or Deny a petition filed by Quinby Chunn, owner, to request a conditional use for “Horticulture-for profit and research-related” in a B-5 Zone (Regional Business) for a certain property located at 314 E 3rd Street (Ward 4), Planning Commission recommend to Approve on July 6, 2022.
  
5.      **2022-488**      Approve or Deny a petition filed by Paula Bonneval, Representative, Shiloh Moates, Architect, and Topple Real Estate, LLC., to request a variance from section 7.12.16.1, “...drive-thru facilities shall provide a minimum of five (5) stacking spaces per drive-thru facility...” for a facility requiring ten (10) spaces and instead allow for four (4) total stacking spaces for a variance of six (6) stacking spaces for a property located at 2 Southern Pointe Parkway (Ward 5), The Board of Adjustment recommended to Approve on July 6, 2022.

6.      **2022-492**      Adopt a Resolution requesting the Mississippi Department of Transportation initiate the Fourth Street Pathway Project - 38th Avenue to 34th Avenue, and authorize the Mayor to sign the Project Initiation Request Letter.
7.      **2022-493**      Approve contract with Neel-Schaffer, Inc. for engineering services related to the Midtown Streetscapes - MDA project, also known as the 31st Avenue, Chevy Chase Drive, and Lorraine Street Improvements Project, contingent upon approval by the Mississippi Development Authority (MDA), and authorize the Mayor to execute in triplicate.
8.      **2022-480**      Approve a Letter Agreement with Neel-Schaffer, Inc. for engineering services related to the Highway 11 Roadway Lighting Project and authorize the Mayor to execute the same.
9.      **2022-498**      Approve a Lease Agreement between the City of Hattiesburg and Mississippi Power for lighting services at the Eastside Park Basketball Court and authorize the Mayor to execute in duplicate.
10.     **2022-495**      Authorize payment of Relocation Assistance to owners and/or tenants of property being acquired for the Hall Avenue Overpass West Project, the budget for which was approved at MB 2021-466, as payment requests are submitted by the Relocation Assistance Consultant; Authorize issuance of manual checks in payment of said requests.
11.     **2022-499**      Rescind Resolution # 2022-62, adopted on July 5, 2022; Acknowledge receipt of forfeiture of (1) one 2005 Chevrolet Avalanche and authorize said vehicle to be placed in Police Department inventory.

#### **ROUTINE AGENDA**

1.      **2022-479**      Acknowledge receipt of a fully executed deed for a portion of Forrest County Parcel No. 2-028G-05-072.00, PPIN 024545, for the North 28th Avenue Bridge Replacement project.
2.      **2022-500**      Acknowledge receipt of the monthly budget report for the month ending June 30, 2022.
3.      **2022-478**      Acknowledge receipt of the Privilege Tax License monthly report for June 2022.
4.      **2022-484**      Acknowledge public comment period and public meeting for Lincoln Road Drainage Study and authorize publication of public notice of the same.



5.      **2022-481**      Acknowledge draft 2022 Annual Action Plan
6.      **2022-483**      Approve specifications and Authorize publication of advertisement for Various Term Bid Items.
7.      **2022-491**      Approve plans and specifications for the Midtown Green Drainage Improvements Project and authorize advertisement for bids for same.
8.      **2022-482**      Approve the sale of grave spaces per attached Memo's, Receipts and Deeds.
9.      **2022-497**      Approve claims docket for the period ending July 15,2022.

**In Memoriam:**

- (Ridgeland) Sgt. Ray Daniels
- Mrs. Tonia Lynette Robinson Chapman
- Ms. Bridget Blackledge
- Ms. Lillie Nix

**Meeting Adjourn**



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Ginger Lowrey, Planning Administrator, Nathan Satcher, Planner

**cc:**

**Date:** Tuesday, July 19, 2022

**Re:** Adopt an Ordinance for the petition filed by Barbara Hamilton, representative, to rename the public street presently known as County Drive to “Tommy King Drive” (beginning at the intersection of William Carey Parkway and ending at the intersection of and Edward Street, Ward 2 and Ward 5), Planning Commission recommended to Approve on July 6, 2022.  
File Number: 2022-486  
Minute Book #

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## Summary

Renaming request of "County Drive" to "Tommy King Drive" by Barbara Hamilton, representative of William Carey University.

## Recommendation Statement

Please place this on the July 19, 2022 City Council meeting for consideration.

**ORDINANCE NUMBER \_\_\_\_\_**  
**OF THE**  
**CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE RE-NAMING COUNTY ROAD (BEGINNING AT THE  
INTERSECTION OF WILLIAM CAREY PARKWAY AND ENDING AT THE  
INTERSECTION OF EDWARDS STREET  
TO BE RE-NAMED TOMMY KING DRIVE  
IN THE CITY OF HATTIESBURG, MISSISSIPPI**

WHEREAS, that County Road, presently beginning at the intersection of William Carey Parkway running easterly to its intersection with Edwards Street, as now located, is a public street located in the City of Hattiesburg, Forrest County, Mississippi; and

WHEREAS, all of the owners of property adjacent to this portion of property have consented to the naming of this portion of a street, subject to the waiting period of thirty (30) days from the date of publication of this ordinance; and

WHEREAS, the Mayor and City Council do now find, determine and adjudge that it would be in the best interest of the City of Hattiesburg, that County Drive be re-named Tommy King Drive.

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

SECTION 1. That County Drive, presently beginning at the intersection of William Carey Parkway running easterly to its intersection with Edwards Street, is a public street located in the City of Hattiesburg, Forrest County, Mississippi, being more particularly described as follows:

A PUBLIC ROAD KNOWN AS COUNTY DRIVE as platted from William Carey Parkway to Edwards Street and contiguous with the Southern boundary of Burkett's Subdivision and Northern boundary of Highland Park Subdivision, said public street is located in the Northeast 1/4 of the Northwest 1/4 and the Northwest 1 / 4 of the Northeast 1 / 4 of Section 22, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi.

as now located and the same is hereby re-named **TOMMY KING DRIVE**.

SECTION 2. That the Engineering Department of the City of Hattiesburg shall, on the effective date of this Ordinance, proceed to make all necessary changes on City records and maps identifying the above streets as William Carey Parkway by this Ordinance.

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

The foregoing Ordinance having been reduced to writing, the same was introduced by Councilman, \_\_\_\_\_ seconded by Councilman, \_\_\_\_\_ and was adopted by the following vote to-wit:

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2022.

(S E A L)

ATTEST:

ADOPTED:

\_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this  
the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2022.

ATTEST:

APPROVED:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR



**Planning Commission  
Case Fact Sheet**

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**Names of Petitioner:** Barbara Hamilton, Executive Assistant to the President, William Carey University, on behalf of William Carey University

**Address of Property:** - **Tax Parcels/Ward:** - **PPIN:** - **Ward:** 2 & 5

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**Request:** **Street Renaming**

**Purpose of Request:** To consider an application to **to rename the public street** presently known as County Drive to "Tommy King Drive" (beginning at the intersection of William Carey Parkway and ending at the intersection of and Edward Street, Ward 2 and Ward 5).

**Applicant Summary:** \* See Attached \*

**Present Adjacent Zoning:** R-1A Single-Family Residential, R-1B Single-Family Residential, R-1C Single-Family Residential, R-2 Two-family Residential, R-3 Multi-Family Residential District, A-2 Agricultural Residential

**Most Nearly Bounded By (streets):** This location is presently known as County Drive, beginning at the intersection of William Carey Parkway (formerly Helveston Road, renaming approved in 2015) and ending at the intersection of Edwards Street.

**Letters or Concerns stated:** The Planning Division Office has not received any letters or other written communications relative to this case, as of June 28, 2022. Multiple phone calls have been received inquiring about the street renaming. None have indicated they were in opposition.

Item: A  
William Carey University, Petitioner  
Request to **Rename Streets**

**Comments:**

William Carey University is the primary property owner along County Drive, owning a majority of the parcels along that street. They have also reached out to all other property owners who have properties that are directly adjacent to County Drive. Approval letters and documentation of their correspondence have been included at the end of this report.

William Carey University has pledged to assist, with the aid of the US Postal Service, area residents with the process of changing addresses.

**Options:**

Recommend approval or denial of the request to **rename the public streets** presently known as County Drive (beginning at the intersection of William Carey Parkway and ending at the intersection of Edwards Street, Ward 2 & Ward 5) to **Tommy King Drive**.

Contacts with residents on County Drive (Cherry Street to Edwards Street)  
and Both Sides of Shelton Avenue (Cherry Street to Edwards Street)

by Barbara Hamilton, William Carey University

May 17, 2022: Mailed 10 notifications/hand delivered two notifications of renaming request to County Drive residents and Shelton Avenue residents whose backyards adjoin County Drive:

May 25, 2022: Mailed five letters to Shelton Avenue residents with non-adjoining property or no response residents on Shelton Avenue

From May 16 to May 31 made numerous visits throughout the County Drive and Shelton Avenue neighborhoods, visiting each home.

As of June 1, 2022, this is the report of the residents' actions:

**County Drive:**

596 County Drive, PPin 6345 Cassie Robinson, deceased; home purchased by William Carey University

598 County Drive, PPin 10479 Eddie Thomas, SIGNED APPROVAL

598A County Drive, Frances French, SIGNED APPROVAL

604 County Drive, PPin 10469 Frances French, SIGNED APPROVAL

606 County Drive, PPin 10472 Frances French, SIGNED APPROVAL

Vacant lot, PPin 10478 HL&C Hattiesburg/MLK LLC, sent two letters; no response

Also, on Country Drive, Cherry Street to Edwards Street:

William Carey University Track/Field

William Carey University Volley Ball Facility

William Carey University Multi-Purpose Building

11 empty parcels of land and others behind County Drive

**Shelton Avenue:**

600 block is owned by William Carey University except 601 Shelton Avenue

601 Shelton Avenue, PPin 13782 Vermester Bester, SIGNED APPROVAL  
(backyard adjoins County Drive)

711 Shelton Avenue, PPin 13791 Clarence Jones, SIGNED APPROVAL  
(backyard adjoins County Drive)

707 Shelton Avenue, PPin 13790 James and Susie Thigpen-deceased-sons  
live in home; SIGNED APPROVAL (backyard adjoins County Drive)

708 Shelton Avenue, Cassie Hicks, SIGNED APPROVAL

706 Shelton Avenue, empty home; sent letter May 25 and visited home

709 Shelton Avenue, empty home; sent letters May 17 and May 25; visited  
home (backyard adjoins County Drive)

713 Shelton Avenue, PPin 13788, vacant lot, Dewayne B. John, sent letters  
May 17 and May 25 (backyard adjoins County Drive)

801 Shelton Avenue, PPin 13797 Rose Mary Armstrong, SIGNED APPROVAL





**WILLIAM CAREY**  
UNIVERSITY

OFFICE OF EXTERNAL RELATIONS

May 17, 2022

Dear neighbor,

I am writing this letter to let you know that the trustees of William Carey University are requesting a name change for County Drive. They propose that the street name from William Carey Parkway to Edward Street be changed to "Tommy King Drive" in honor of the current president, Dr. Tommy King. Dr. King has served the university for 22 years, 15 years as President in a visionary manner. As a nearby resident, you have witnessed the growth on our campus and the progress in many other areas. Dr. King will retire later this year.

At the request of the trustees I am handling this matter and need your approval to move forward with the City of Hattiesburg on the change of the street name. If a change is made, I will provide more information related to mail delivery. I will also assist in any manner needed.

Please call me at 601-520-1648 by this Friday, May 20, with your feedback of this matter. Or, I can schedule a meeting with you at my office in Tatum Court on campus.

Blessings on you,

Barbara Hamilton

Director of External Relations



**WILLIAM CAREY**  
UNIVERSITY

*To Shelton Avenue  
residents*

OFFICE OF EXTERNAL RELATIONS

May 25, 2022

Dear neighbor,

I am writing this letter to let you know that the trustees of William Carey University are requesting a name change for County Drive. They propose that the street name be changed to "Tommy King Drive" from Edwards Street to William Carey Parkway in honor of the current president, Dr. Tommy King. Dr. King has served the university for 22 years, 15 years as President in a visionary manner. As a nearby resident, you have witnessed the growth on our campus in enrollment and facilities. Dr. King will retire later this year.

At the request of the trustees I am handling this name change. I have been by your home several times but have not found anyone in. If you want to give feedback on this matter, please call me at 601-318-6524 or 601-520-1648. If a name change is made, it will not affect your address in any way. Or, I can schedule a meeting with you at my office in Tatum Court on campus if you wish further discussion.

Blessings on you,

*Barbara Hamilton*

Barbara Hamilton

Director of External Relations



# SUBJECT STREET: County Drive—Proposed renaming to “Tommy King Drive”

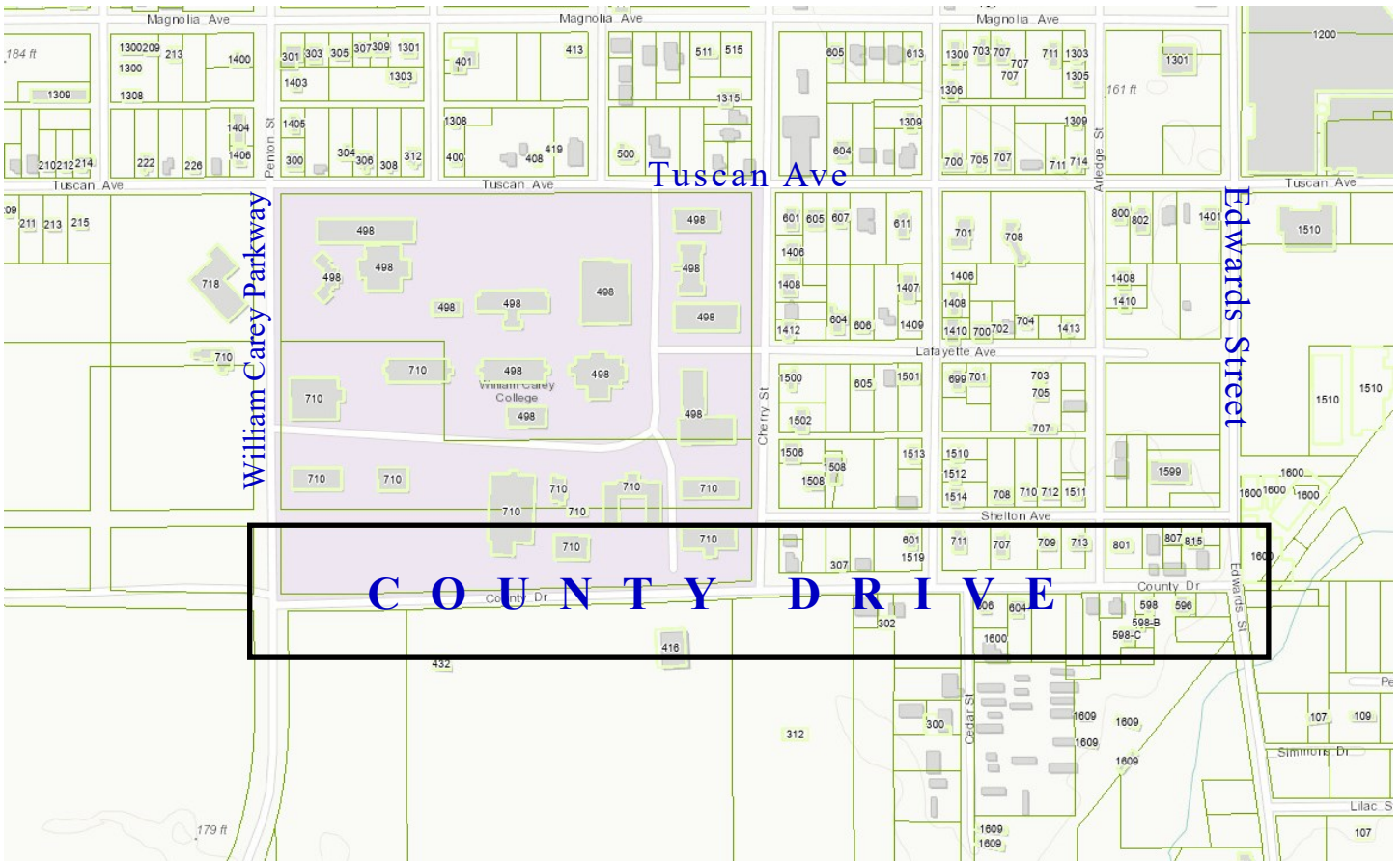
Barbara Hamilton, on behalf of William Carey University,

The applicant requests to consider an application to rename the public street presently known as County Drive to “Tommy King Drive” (beginning at the intersection of William Carey Parkway and ending at the intersection of and Edward Street, Ward 2 and Ward 5).

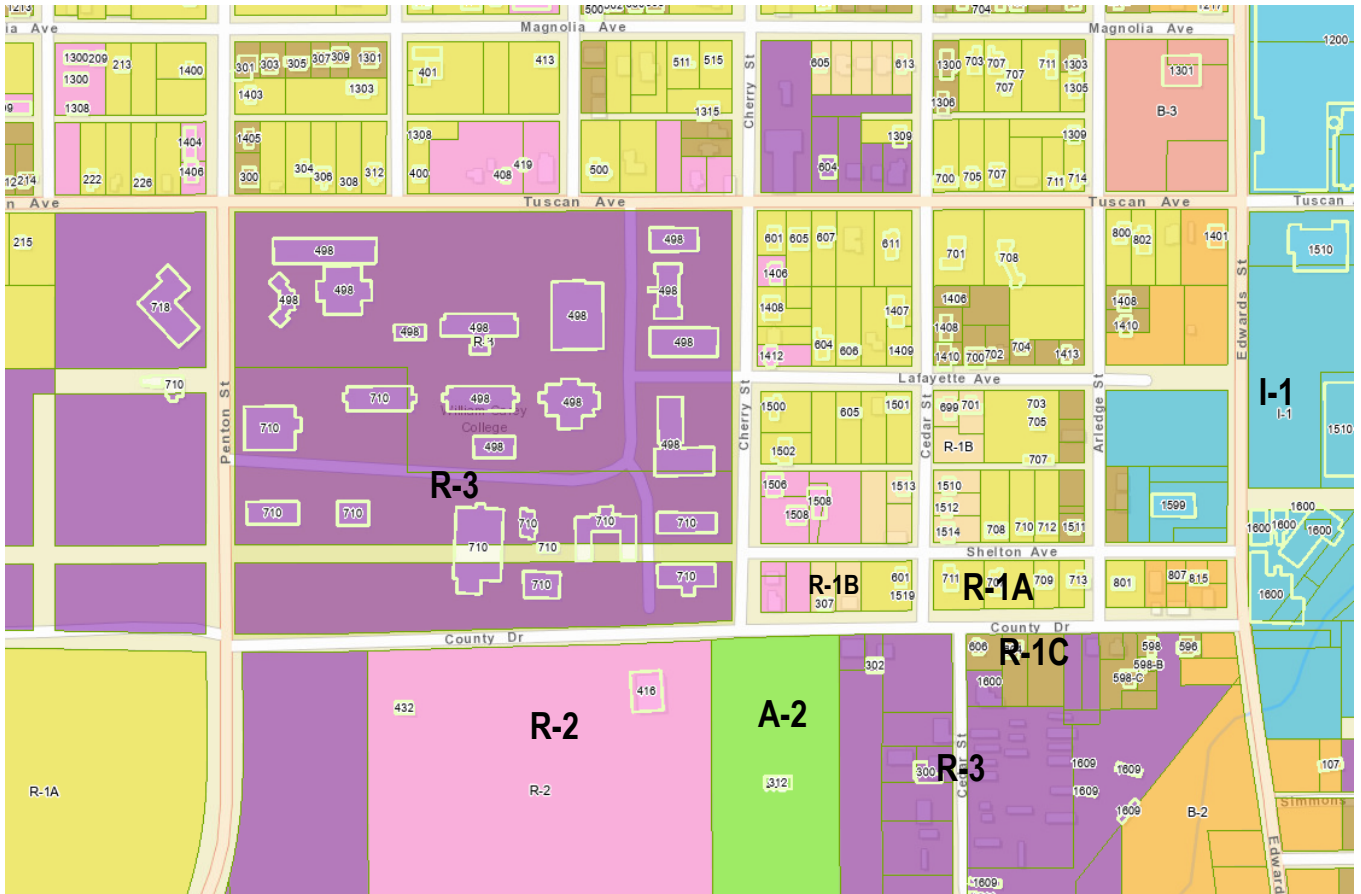




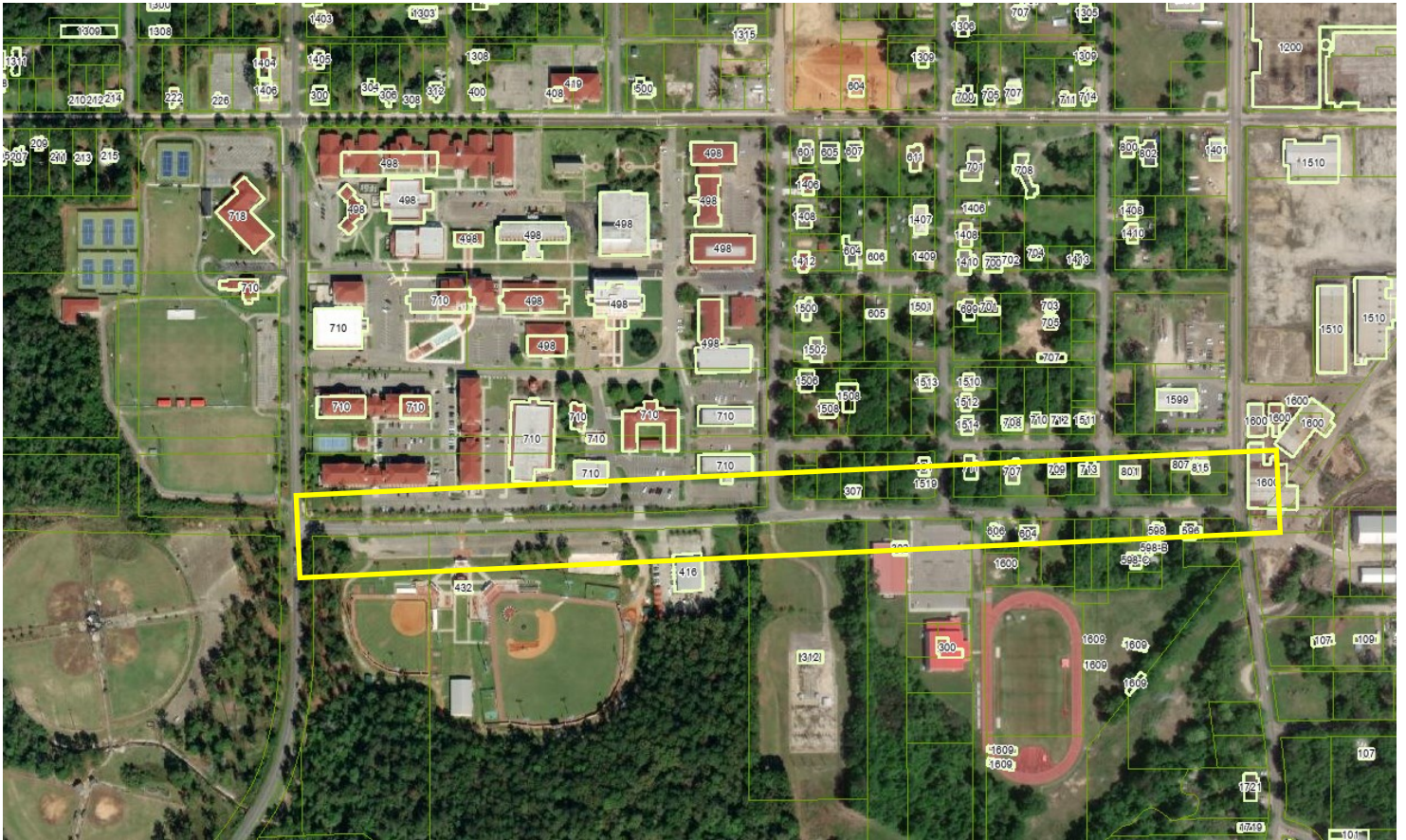
# Vicinity Map—Ward 2 and Ward 5



# Zoning Map



# Aerial of Subject Area





## Subject Area

Intersection of County Drive and  
William Carey Parkway



County Drive Facing William Carey  
University (facing North)



County Drive near Cherry Street  
Intersection facing East



Existing Single-Family homes on  
County Drive near Edwards St





## Subject Area

Larry W. Kennedy Sports Complex  
on County Drive (WCU)



Ben Waddle Volleyball Facility on  
County Drive (WCU)



Recently Demolished home at corner  
of Edwards St and County Drive  
(WCU property)

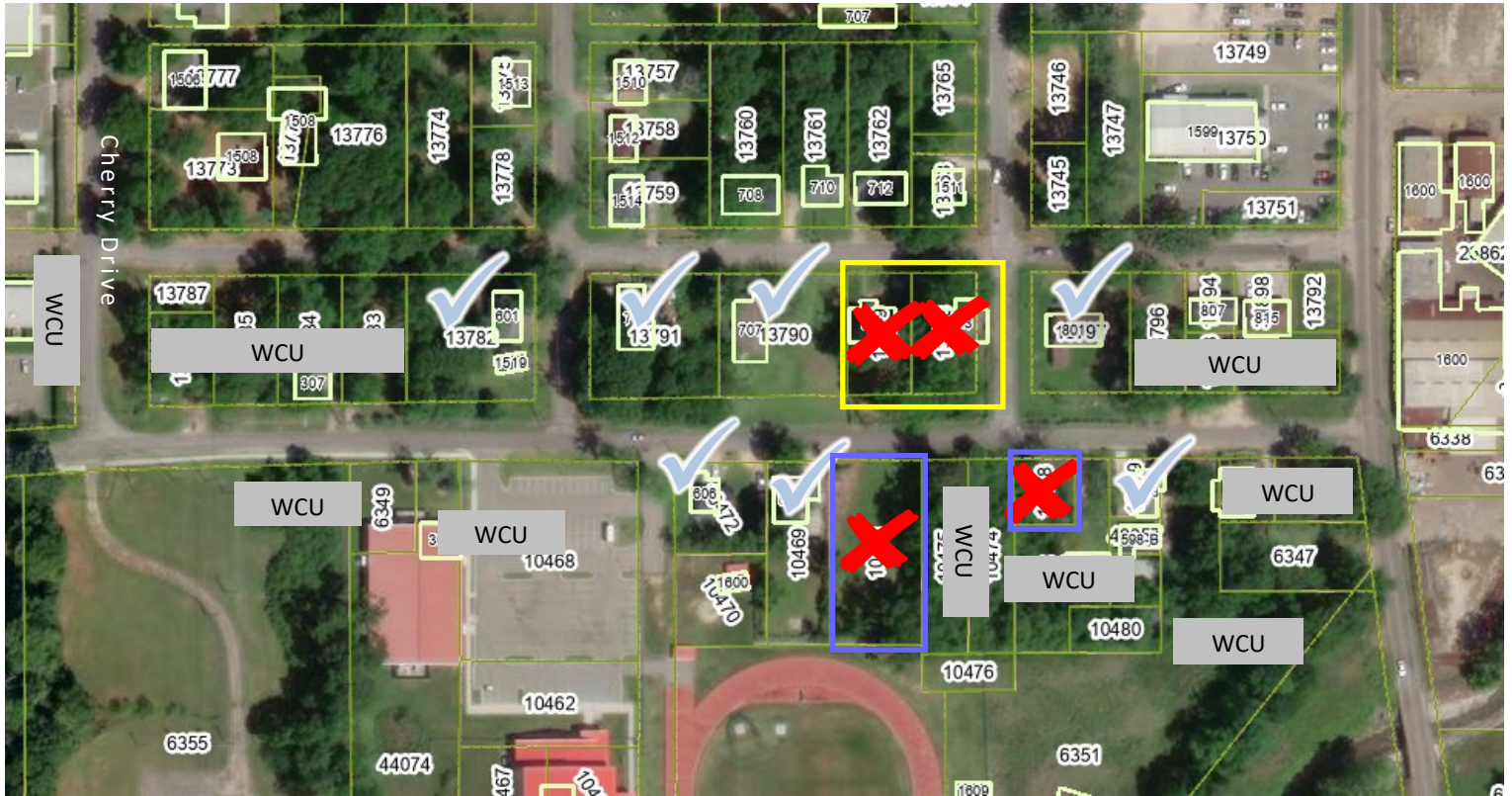


Futral Hall—Davis Hall on County  
Drive





# Acknowledge of Approval for Street Renaming



Acknowledgement of property owners adjacent to street/alley renaming required

- WCU William Carey Owned Property
-  Approval for Name Change on file
-  Attempted to reach, but did not receive approval
- Address not affected by name change; property faces Shelton Ave
- Vacant Lot

NOTE: All properties east of Cherry Drive are owned by WCU

Attempts to reach and contact all adjacent property owners were made

See next page for documentation





# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Ginger Lowrey, Planning Administrator, Nathan Satcher, Planner

**cc:**

**Date:** Tuesday, July 19, 2022

**Re:** Adopt an Ordinance for the petition filed by Andy Stetelman, owner, to change the zoning classification for a property located at 3207 Hardy St, Neighborhood Business District B-2 and Multi-Family Residential District R-3 to Community Business District B-3 (Ward 3), Planning Commission recommended to Approve on July 6, 2022.  
File Number: 2022-485  
Minute Book #

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## Summary

Rezone request for 3207 Hardy St from B-2 and R-3 to B-3.

## Recommendation Statement

Please place this on the July 19, 2022 City Council meeting for consideration.

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

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

INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER \_\_\_\_\_**  
**OF THE CITY OF HATTIESBURG, MISSISSIPPI**  
**ADOPT AN ORDINANCE FOR THE PETITION FILED BY ANDY STETELMAN,**  
**OWNER TO CHANGE THE ZONING CLASSIFICATION FOR A PROPERTY**  
**LOCATED AT 3207 HARDY ST (PARCEL 2-028K-07-034.00, PPIN 23004, FORREST**  
**COUNTY, WARD 3) FROM SECTION 5.4.9 NEIGHBORHOOD BUSINESS DISTRICT**  
**B-2 AND SECTION 4.5.7 MULTI-FAMILY RESIDENTIAL DISTRICT R-3 TO**  
**SECTION 5.4.10 COMMUNITY BUSINESS DISTRICT B-3. THE PLANNING**  
**COMMISSION RECOMMENDED TO APPROVE ON JULY 6, 2022.**

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

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

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

Lot 6, Block 23 of the Pinecrest First Survey being a subdivision of the NE ¼ of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, having a frontage on Hardy Street of 60 feet and a frontage on 33rd Avenue of 150 feet; altogether with all improvements thereon and appurtenances thereunto belonging.

AND ALSO:

The West 60 Feet of lots 7 and 8 in Block 23, Pinecrest First Survey of the City of Hattiesburg, County of Forrest, State of 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 thereon and appurtenances thereunto belonging.

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2022.

(S E A L)

ATTEST:

ADOPTED:

\_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2022.

ATTEST:

APPROVED:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR





**Planning Commission  
Case Fact Sheet**

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**Name of Petitioner:** Andy Stetelman, Owner

|                             |                   |              |              |
|-----------------------------|-------------------|--------------|--------------|
| <b>Address of Property:</b> | <b>Tax Parcel</b> | <b>PPIN:</b> | <b>Ward:</b> |
| 3207 Hardy St               | 2-028K-07-034.00  | 23004        | 1            |

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**Request:** Zoning Change

**Purpose of Request:** To consider an application to change the zoning classification for a property located at 3207 Hardy St (Parcel 2-028K-07-034.00, PPIN 23004, Forrest County, Ward 1) from Section 5.4.9 Neighborhood Business District B-2 and Section 4.5.7 Multi-Family Residential District R-3 to Section 5.4.10 Community Business District B-3

**Applicant Summary:** See Attached  
**Applicable Regulations:**

**SECTION 4 Zoning Districts Established**

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

**4.5.9 B-2 Neighborhood Business District:** The purpose of the B-2 District is to provide for retail and personal service uses in locations convenient to residential neighborhoods consistent with comprehensive planning policies. This district is consistent with the Neighborhood Business District in the Comprehensive Plan.

**4.5.10 B-3 Community Business District:** The purpose of the B-3 District is to provide for retail, personal service, and offices in locations with convenient access to the community consistent with comprehensive planning policies. This district is consistent with the Community Business District in the Comprehensive Plan.

## SECTION 6

## Dimensional Standards and Measurements

**Table 6.1 Dimensional Standards**

| Table 6.1 Dimensional Standards |                                          |                     |                       |                  |            |           |           |                      |                                      |                |
|---------------------------------|------------------------------------------|---------------------|-----------------------|------------------|------------|-----------|-----------|----------------------|--------------------------------------|----------------|
| District                        | Minimum Lot Size in SF/ Width at Setback | Max. Dwelling Units | Max. Floor Area Ratio | Setbacks in feet |            |           |           | Max. Height*         | Max. Impervious Surface Lot Coverage | Buffer in Feet |
|                                 |                                          |                     |                       | Min. Front       | Max. Front | Min. Side | Min. Rear |                      |                                      |                |
| A-1                             | 130,680 / 100                            | 1 per lot           | -                     | 25               | -          | 15        | 25        | 35 feet or 3 stories | 35%                                  | -              |
| A-2                             | 43,560 / 100                             | 1 per lot           | -                     | 25               | -          | 15        | 25        | 35 feet or 3 stories | 50%                                  | -              |
| R-1A                            | 10,000/ 50                               | 1 per lot           | -                     | 30               | -          | 10        | 25        | 35 feet or 3 stories | 50%                                  | -              |
| R-1B                            | 7,500/ 50                                | 1 per lot           | -                     | 25               | -          | 10        | 25        | 35 feet or 3 stories | 50%                                  | -              |
| R-1C                            | 5,000/ 50                                | 1 per lot           | -                     | 20               | -          | 10        | 25        | 35 feet or 3 stories | 50%                                  | -              |
| R-2                             | 4,000/ 40                                | 2 per lot           | -                     | 20               | -          | 10        | 20        | 35 feet or 3 stories | 50%                                  | -              |
| R-3                             | 7,500/ 40                                | 17 per acre         | -                     | 20               | -          | 5         | 20        | 35 feet or 3 stories | 50%                                  | -              |

**Present Zoning:** The parcel is currently split-zoned, with an R-3 zoning on a northern portion of the property and B-2 zoning on a southern portion.

**Present Use:** Vacant building, previously occupied by Century First Federal Credit Union (formerly Southern Mississippi Federal Credit Union)

**Future Land Use:** Community Business Corridor

**Surrounding Zoning and Land Use:**  
 North: R-3 Multi-Family Residential  
 South: B-3 Community Business  
 East: B-3 Community Business  
 West: B-3 Community Business

**Letters or  
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case as of May 18, 2022.

**History / Background:**

The petitioner met with administration to discuss rezoning the property to B-3 to better align with the surrounding Hardy Street Corridor. The petitioner noted that the market demand for the area is better served as a B-3.

A change to B-3 is consistent with the majority of properties fronting Hardy Street between Downtown and Hwy 59. The most recent zoning change consistent with this request was 3703 Hardy Street, approximately 1,700 feet to the west.

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

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

## Rezoning Information (1 page)

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

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

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

Summing by B-3 & our B-2 class may  
be by mistake Area is currently a  
B-3 market as we view this corner  
from our experience



## SUBJECT PARCEL:

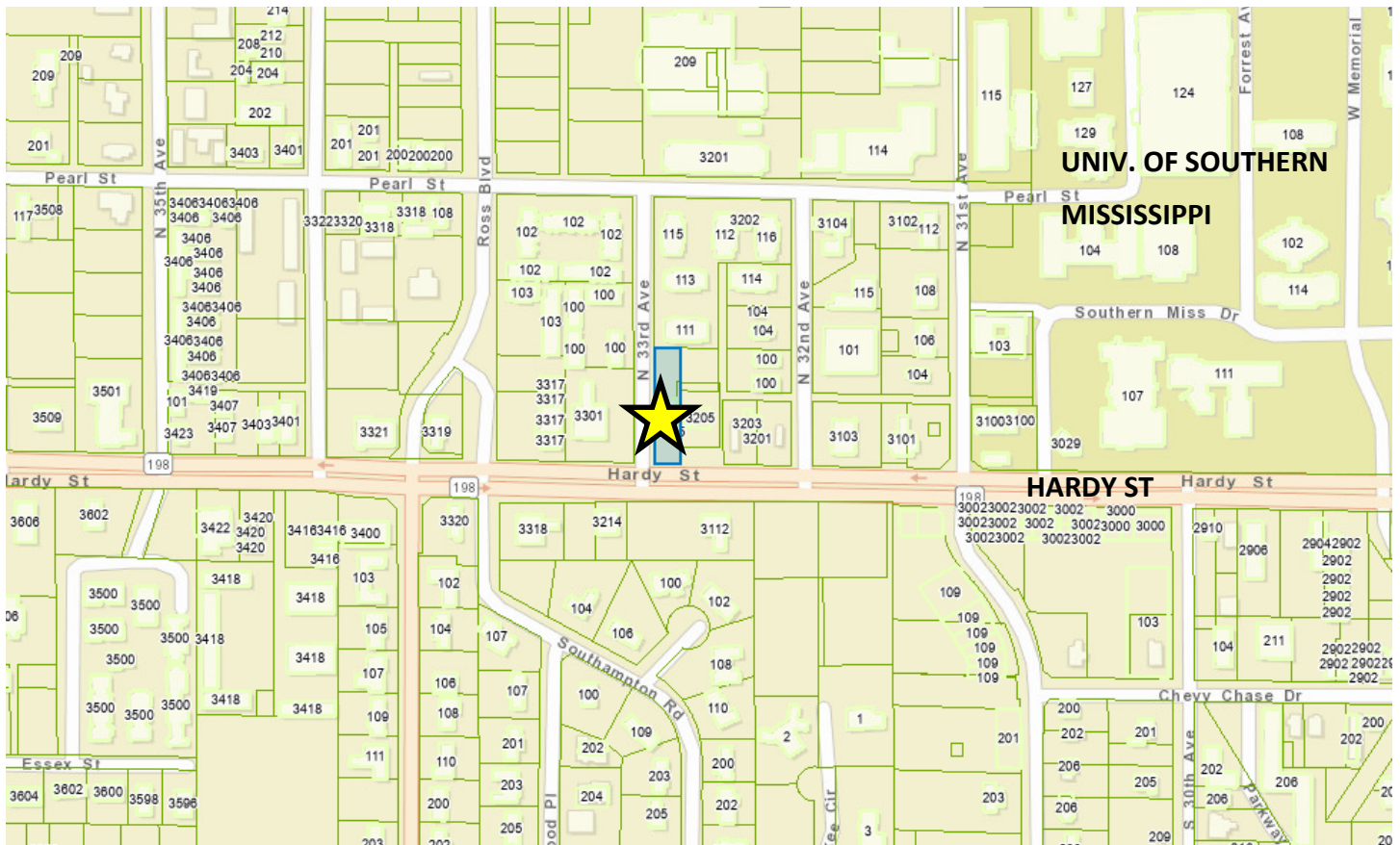
3207 Hardy St

Andy Stetelman, Owner

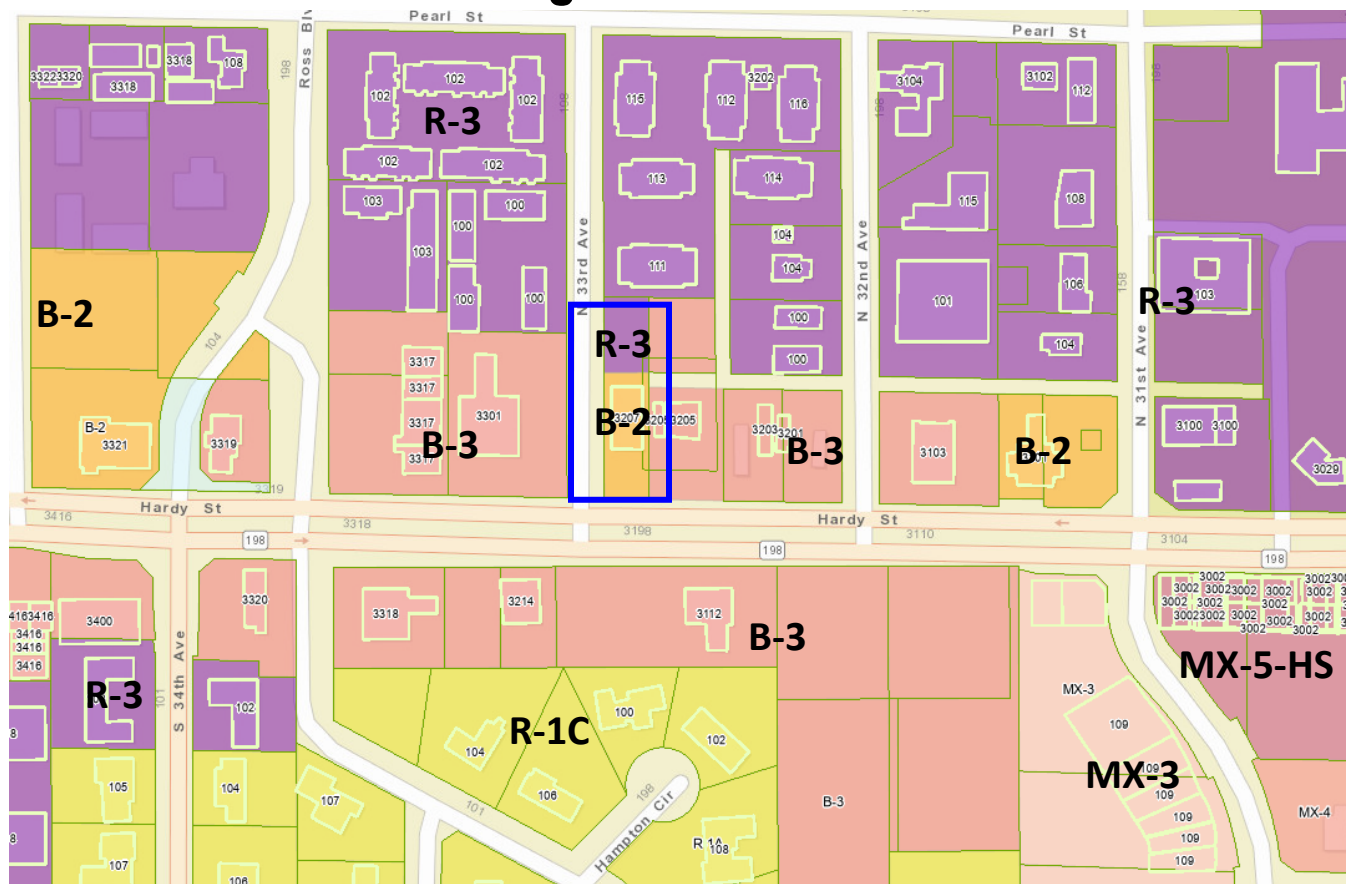
The petitioners request to consider an application to change the zoning classification for a property located at 3207 Hardy St (Parcel 2-028K-07-034.00, PPIN 23004, Forrest County, Ward 1) from Section 5.4.9 Neighborhood Business District B-2 and Section 4.5.7 Multi-Family Residential District R-3 to Section 5.4.10 Community Business District B-3



# Vicinity Map—Ward 1



## Zoning—R-3 and B-2





## Site Aerial





# **SURROUNDING AREA**

**North: R-3 Multi Family Residential**



**South: B-3 Community Business  
Financial Institution**



**West: B-3 Community Business  
Financial Institution**

**East: B-3 Community Business  
Restaurants**







# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Ginger Lowrey, Planning Administrator, Nathan Satcher, Planner

**cc:**

**Date:** Tuesday, July 19, 2022

**Re:** Approve or Deny a petition filed by Quinby Chunn, owner, to request a conditional use for "Horticulture-for profit and research-related" in a B-5 Zone (Regional Business) for a certain property located at 314 E 3rd Street (Ward 4), Planning Commission recommend to Approve on July 6, 2022.

**File Number: 2022-487**  
**Minute Book #**

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## Summary

Conditional Use request for "Horticulture, for-profit and research-related" in a B-5 Zoning.

## Recommendation Statement

Please place this on the July 19, 2022 City Council meeting for consideration.



**Planning Commission  
Case Fact Sheet**

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**Names of Petitioner:** Quinby Chunn, Owner

|                             |                   |              |              |
|-----------------------------|-------------------|--------------|--------------|
| <b>Address of Property:</b> | <b>Tax Parcel</b> | <b>PPIN:</b> | <b>Ward:</b> |
| 88 Academy Drive            | 2-029J-10-025.00  | 15714        | 4            |

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**Request:** **Warehousing and Distribution**

**Purpose of Request:** To consider an application to request a conditional use for "Horticulture-for profit and research-related" in a B-5 Zone (Regional Business) for a certain property located at 314 E 3rd Street (Parcel 2-029J-10-025.00, PPIN 15714, Ward 4).

**Applicant Summary:** See Attached

**Applicable Regulations:**

**SECTION 4**

**Zoning Districts Established**

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

**12.3.3.4 Reestablishment Restricted.** A legal Conditional Use, as approved by the Governing Authority (City Council), when discontinued or abandoned, shall not be resumed.

Discontinuance or abandonment shall be defined as:

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

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

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

**Present Use:** Vacant Warehouse Building

**Future Land Use:** Downtown District

**Surrounding Zoning and Land Use:**

North: B-5 (Regional Business) District  
South: B-5 (Regional Business) District  
East: B-5 (Regional Business) District  
West: B-5 (Regional Business) District / R-1C (Single Family Residential)

**Letters or Concerns stated:** The Planning Division Office has not received any letters or other written communications relative to this case as of June 28<sup>th</sup>, 2022.

**History / Background:** Planning Staff met with the property owner, architect, and contractor in an exploratory meeting to discuss establishing a mushroom grow facility within the existing, vacant warehouse at 314 E 3<sup>rd</sup> St. Staff reviewed all relevant codes with the property owner that would need to meet for the proposed change of use for the structure. The owners noted that the method of mushroom harvesting they are proposing would have minimal impact, as only a few employees would be needed on-site and small trucks would be needed to move their final product for distribution. The mushrooms would be grown entirely indoors as a climate-controlled environment is necessary for the proposed form of commercial production. The current exterior layout of the building will serve the needs of the mushroom grow facility and will only require minor changes for ADA accessibility. Mushroom growing, even though it will be done completely indoors, is classified as horticulture-for-profit in our Land Development Code, and requires a conditional use for a B-5 Zoning.

**Option:**      **Basis for approval:**

**12.3.3.2 Additional Approval Criteria.** The applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.



- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city engineer that the available capacity of existing streets can safely provide access to the site.
- ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:
  - Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and / or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants.
  - Protection of use and enjoyment. The proposed plan shall be designed and arranged to have minimal negative impact on the use and enjoyment of adjoining property.
  - Compatible design and integration. The use meets all design criteria required by this Code that apply and is designed to integrate well both on and off site.

### Conditional Use (2 pages)

**12.3.3.1 Compliance Required.** Uses requiring Planning Commission approval, as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case by case basis.

1. Does this application meet the conditions set forth in Section 5 for the requested use? If yes, please explain.

NO;

2. Describe the effects the proposed use of utilities and facilities will have on the community.

MINIMAL, IF ANY, COMMUNITY IMPACT OTHER THAN THE  
BUILDING BEING OCCUPIED AND MAINTAINED. DELIVERIES  
WILL HAPPEN BUT BE MINIMAL

3. Describe how the size of the site is appropriate for the proposed use.

ALL OF THE REQUIRED OPERATIONS ARE CONFINED TO  
THE INTERIOR OF THE FACILITY OTHER THAN DELIVERIES.  
AMPLE GREEN SPACE AROUND BUILDING TO PROVIDE  
ADEQUATE BUFFER.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? YES

If yes, please explain:

DELIVERIES TO FACILITY.

5. Will there be any elevation in the noise level resulting from this proposed use? NO

If yes, please explain:

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6. What is the expected number of customers/employees per day? 1-2 EMPLOYEES

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7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 3 vehicles, and  
1 ADA vehicle(s); with 1 loading spaces.

For more information please reference the Land Development Code Section 12.3.3.2.



# SUBJECT PARCEL:

314 E 3rd Street

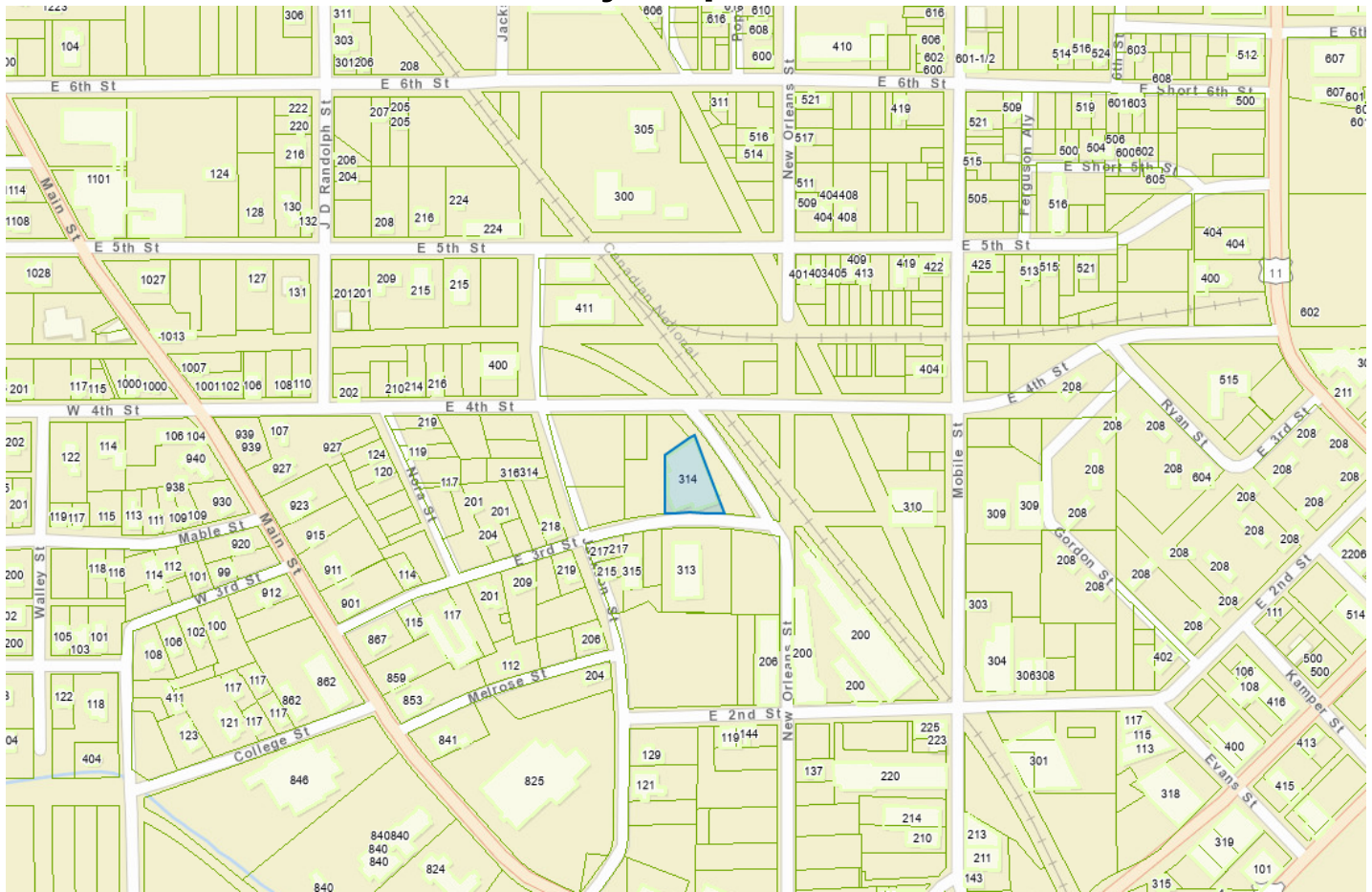
Quinby Chunn, Owner

To consider an application to request a conditional use for “Horticulture-for profit and research-related” in a B-5 Zone (Regional Business) for a certain property located at 314 E 3rd Street (Parcel 2-029J-10-025.00, PPIN 15714, Ward 4).

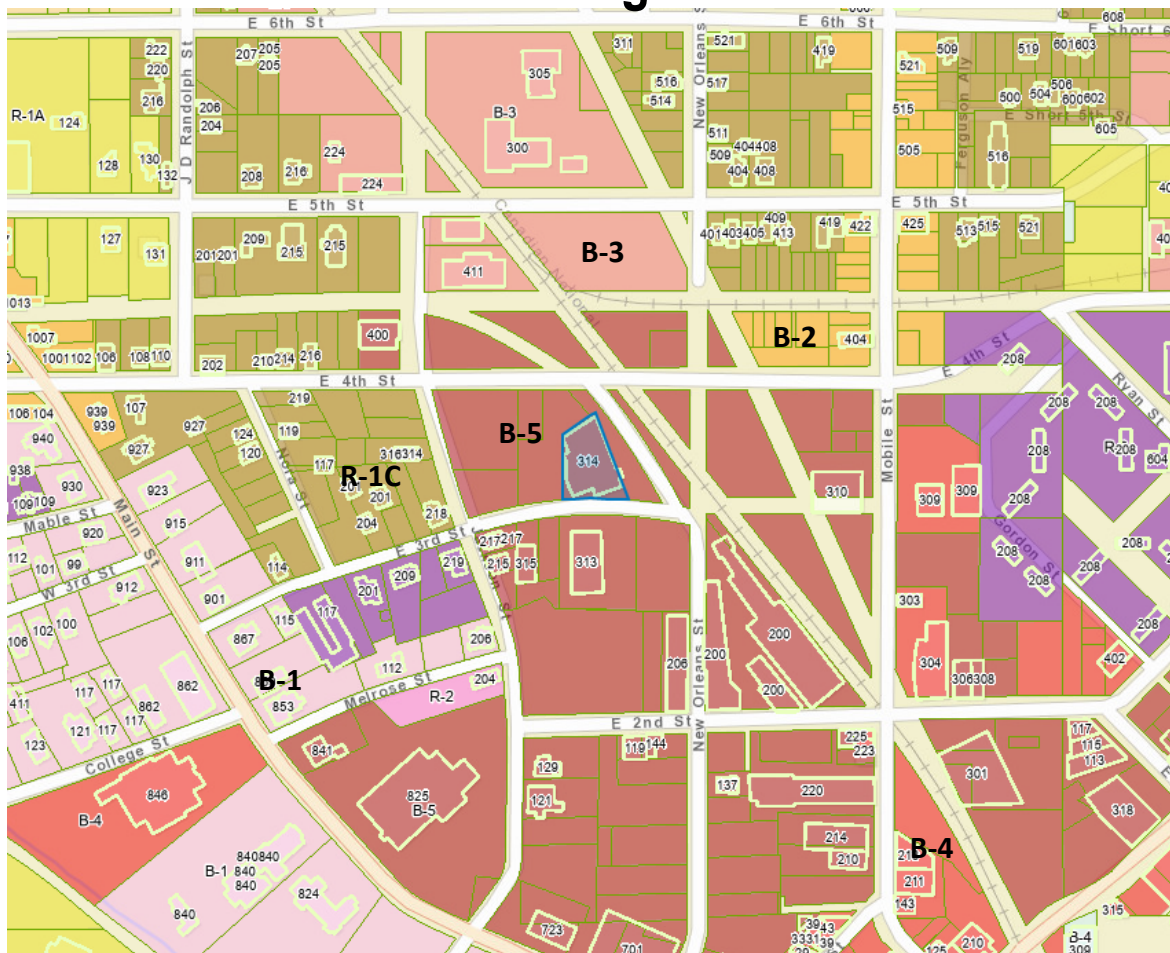




# Vicinity Map—Ward 4



## Zoning B-5





## Site Aerial





# **SURROUNDING AREA**

**Northern Direction: B-5 Regional  
Business**

**Vacant/Undeveloped**



**Southern Direction: B-5 Regional  
Business**

**Storage/Warehouse**



**Eastern Direction: B-5 Regional  
Business**

**Vacant / Railroad ROW**



**Western Direction: B-5 Regional  
Business**

**Vacant/Undeveloped**



# Site Plan

[illegible]
**SITE PLAN**  
 KARL C. BOY

verb

**RON SHAWNEER, President**  
ron@earthdesigns.com  
401.227.4467

**STEVE SHAWNEER**  
steve@earth-designs.com  
401.227.4467

**GROW HOUSE**  
224 MAIN STREET | HATTIESBURG, MS 39401

**TOPICS**  
 Affixing, mechanical, and structural fasteners: fasteners and nut/bushings assembly. Features to ensure that all fasteners comply with applicable codes, standards, and specifications.

**CASE** **APRIL 2011**

SITE PLAN

|             |          |
|-------------|----------|
| SCALE:      | 17 = 204 |
| PERCENTILE: | 8        |
| CUT-SCORE:  | 10       |

## Floor Plan

## A1.0

[illegible]

Mushroom Consulting LLC  
6646 Sierra Vista Ln  
Carson City, NV 89701  
Tel: (775) 230-8975

CONCEPT BUILDING  
SOUTHERN PROHIBITION  
BREWING

[illegible][illegible]

A20



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:**

**cc:** Ginger Lowrey, Planning Administrator, Nathan Satcher, Planner

**Date:** Tuesday, July 19, 2022

**Re:** Approve or Deny a petition filed by Paula Bonneval, Representative, Shiloh Moates, Architect, and Topple Real Estate, LLC., to request a variance from section 7.12.16.1, "...drive-thru facilities shall provide a minimum of five (5) stacking spaces per drive-thru facility..." for a facility requiring ten (10) spaces and instead allow for four (4) total stacking spaces for a variance of six (6) stacking spaces for a property located at 2 Southern Pointe Parkway (Ward 5), The Board of Adjustment recommended to Approve on July 6, 2022.  
File Number: 2022-488  
Minute Book #

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## Summary

Variance request for drive-through stacking space requirements to be reduced from 10 spaces required and allow for 4 spaces.

## Recommendation Statement

Please place this on the July 19, 2022 City Council meeting for consideration.



**Board of Adjustment  
Case Fact Sheet**

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**Name of Petitioners:** Paula Bonneval, Representative, Shiloh Moates, Architect, and Topple Real Estate, LLC.

|                             |                   |              |              |
|-----------------------------|-------------------|--------------|--------------|
| <b>Address of Property:</b> | <b>Tax Parcel</b> | <b>PPIN:</b> | <b>Ward:</b> |
| 2 Southern Pointe           | 2-040B-29-004.01  | 42638        | 5            |

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**Request:** **Drive-Thru Stacking Variance**

**Purpose of Request:** To request a variance from section 7.12.16.1, "...drive-thru facilities shall provide a minimum of five (5) stacking spaces per drive-thru facility..." for a facility requiring ten (10) spaces and instead allow for four (4) total stacking spaces for a variance of six (6) stacking spaces for a property located at 2 Southern Pointe Parkway (Parcel No. 2-040B-29-004.01, PPIN 42638, Forrest County, Ward 5).

**Applicant Summary:** See Attached

**Applicable Regulations:**

**SECTION 4**

**Zoning Districts**

**4.5.12 B-5 Regional Business District**

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

**SECTION 7**

**Design Standards**

**7.12.16 Stacking Space**

7.12.16.1 - Number of Spaces Required. In addition to required parking spaces, drive-thru facilities shall provide a minimum of five stacking spaces per drive-thru facility, window, or bay, with the following exceptions. Note: the space directly in front of the facility, window or bay shall not count towards meeting the



stacking requirements.

7.12.16.2 Location. Stacking spaces shall be located entirely outside of a required driveway or parking aisle needed to access required parking spaces.

7.12.16.3 Size. For the purposes of determining compliance, stacking spaces shall measure 9 x 18 and shall be illustrated on site plans.

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Present Zoning:</b>                       | B-5 (Regional Business District)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Present Use:</b>                          | Professional Office                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Future Land Use:</b>                      | Community Business Corridor, Planned Mixed-Use District                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Surrounding Zoning:<br/>and Land Use:</b> | North: B-5 (Regional Business District)<br>South: B-5 (Regional Business District)<br>East: B-5 (Regional Business District)<br>West: B-5 (Regional Business District)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Letters or<br/>Concerns stated:</b>       | The Planning Division Office has not received any letters or other written communications relative to this case as of June 28 <sup>th</sup> , 2022. The Applicant submitted letters of support from neighbors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>History / Background:</b>                 | <p>The petitioner met with staff on May 19, 2022 in Pre-Application and presented a proposed site plan for changes to the existing site at 2 Southern Pointe for a new tenant, Hancock Whitney Bank. The proposed site plan shows an addition to the northern portion of the property that would include a two-lane drive-thru for customer access. The added drive-thrus shown only provide two stacking spaces, not including the window for each window provided. Additional stacking spaces cannot be counted as they would then be located in a required driveway aisle. The driveway aisle that leads into the drive-thru facility is 24 ft wide.</p> <p>The petitioners are also proposing adding additional signage on site to guide vehicular traffic into the parking lot and drive-through facility. They are also showing the addition of signage in front of the building entrance for drive-thru customers to not block the building if the drive-up is full. Hancock Whitney Bank will only occupy the 1<sup>st</sup> floor of the building, and the 2<sup>nd</sup> floor is currently leased by a separate tenant.</p> <p>The Board of Adjustment should consider potential traffic and pedestrian conflicts this could cause in this or future iterations, since once a drive-thru is developed, it will be available to future tenants.</p> |

**Basis for Approval (12.4.1.1):**

**I.     Hardship.**

Paula Bonneval, Representative, Shiloh Moates, Architect, and Topple Real Estate, LLC.

Request for: **Drive-Thru Stacking Variance**

- The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
  - There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.
- II.** Special Privilege. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.
- III.** Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.
- IV.** Reasonable Use. The applicant cannot make reasonable use of the property without the requested variance.
- V.** Minimum Required. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.
- VI.** Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

# Variance Information

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

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

## Approval Criteria.

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

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

See attached noted plan "C1.0" for illustrations and notes of the undue hardships unique to this particular property. These hardships allow for only one reasonable location for a new bank drive through. While this is the only viable location on the property, it does not allow for the required 5 stacking spaces. The drive up is essential to Hancock Whitney's retail banking business.

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

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

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## Variance Information

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

A drive through is essential to modern day bank operation in most efficiently servicing bank clients, and due to the hardships of the existing site, the drive through can only be situated at the northwest corner of the building. While this is the only viable location on the property, it does not allow for the required 5 stacking spaces. Hancock Whitney's retail banking business relies on the drive through as part of its client service model and can not reasonably operate on this site without it.

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

We are providing information on nearby Hancock Whitney Bank locations to illustrate support of other HW branches in the area and demonstrate the capability of the variance for reasonable use of the drive-through . Presently, the Lincoln Road Branch (2007 Lincoln Rd, Hattiesburg) averages 6 cars per hour per lane when using two drive lanes. Additional branches in the Hattiesburg area are: Oak Grove (12 Newtowne Loop, Hattiesburg MS, 39402 - 16 miles or 16 minute travel time away), Petal Brance (535 Hwy 42, Petal, MS 39465 - 7.7 miles or 20 minutes travel time away), and Purvis Branch (4 Hwy 589, Purvis, MS 39475 - 13 miles or 20 minutes travel time away).

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

The intent expressed in the Land Development Code to provide stacking spaces for the new drive through and that will not conflict with the granting of this variance. The request is that the required number of stacking spaces be reduced to a more likely outcome of bank guests, vs a use such as a fast food chain which also requires 5 stacking spaces in the Land Development Code.

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

## SUBJECT PARCEL:

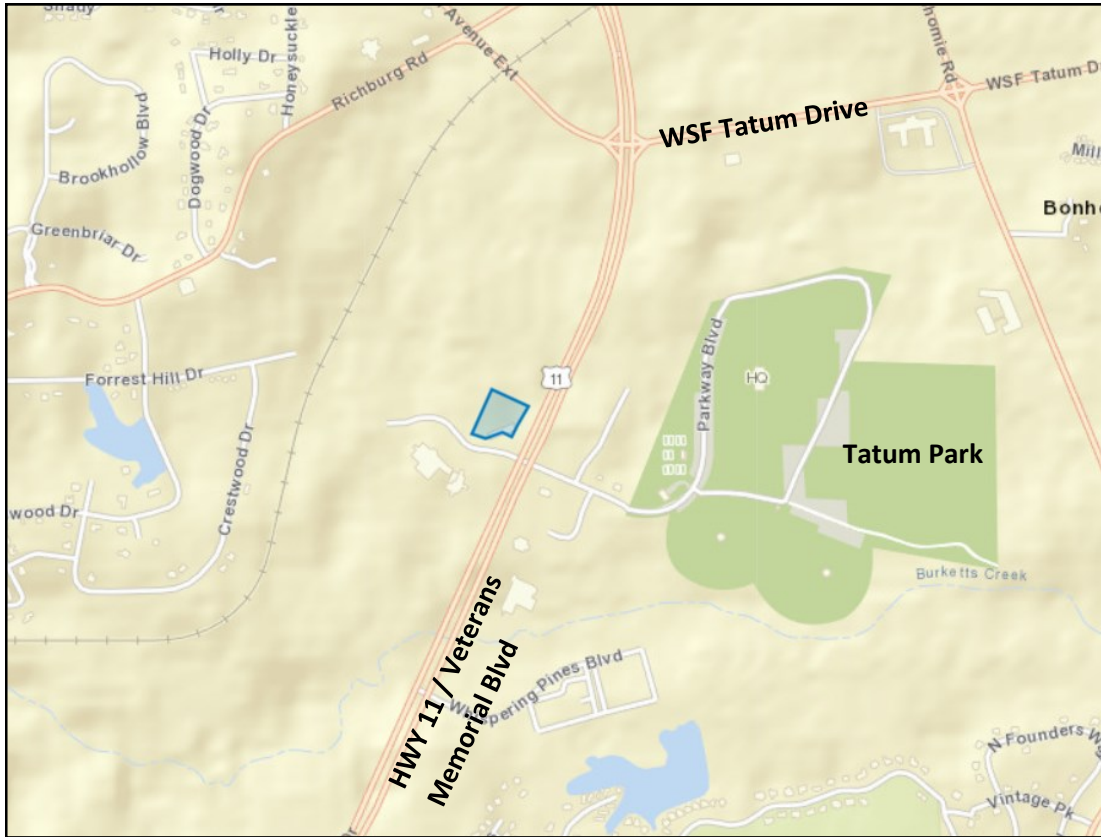
### 2 Southern Pointe — Hancock Whitney Bank

Paula Bonneval, Representative, Shiloh Moates, Architect, and Topple Real Estate, LLC. To request a variance from section 7.12.16.1, “...drive-thru facilities shall provide a minimum of five (5) stacking spaces per drive-thru facility...” for a facility requiring ten (10) spaces and instead allow for four (4) total stacking spaces for a variance of six (6) stacking spaces for a property located at 2 Southern Pointe Parkway (Parcel No. 2-040B-29-004.01, PPIN 42638, Forrest County,

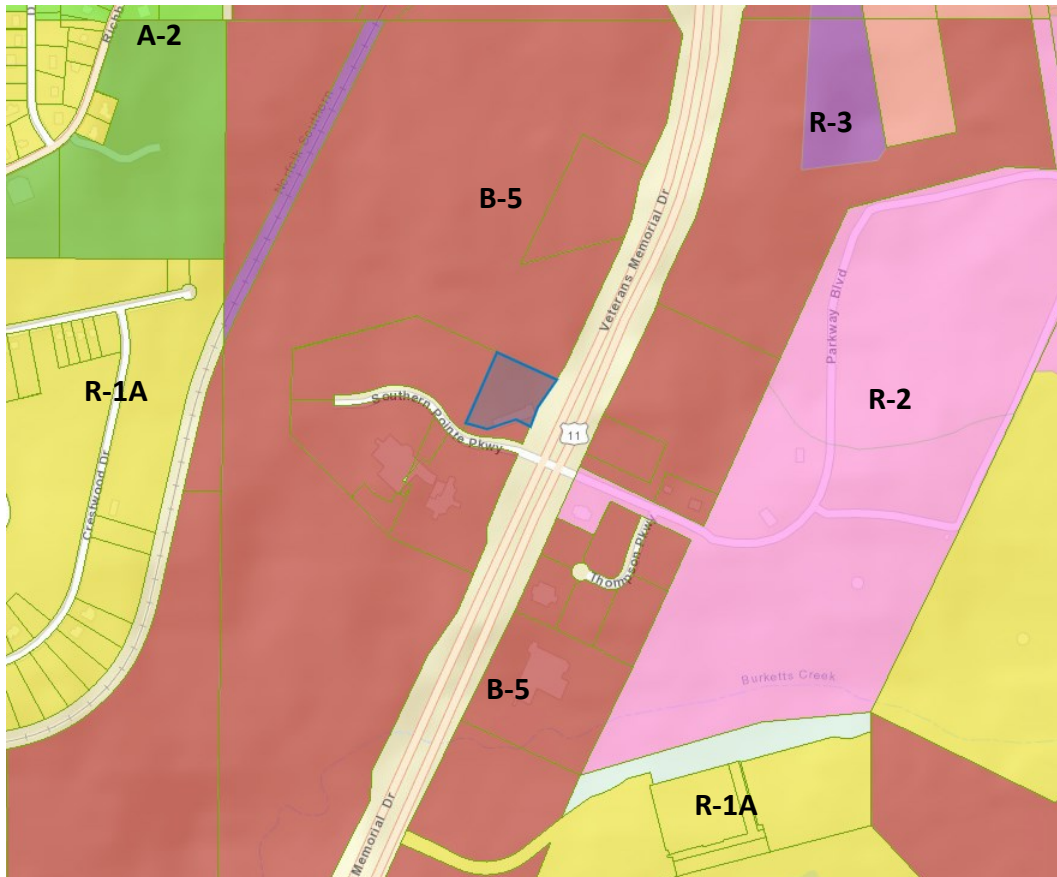




## Vicinity Map—Ward 5



## Zoning—B-5





## Site Aerial





# **SURROUNDING AREA**

**Northern Direction: B-5 (Regional Business) - Vacant / Undeveloped**

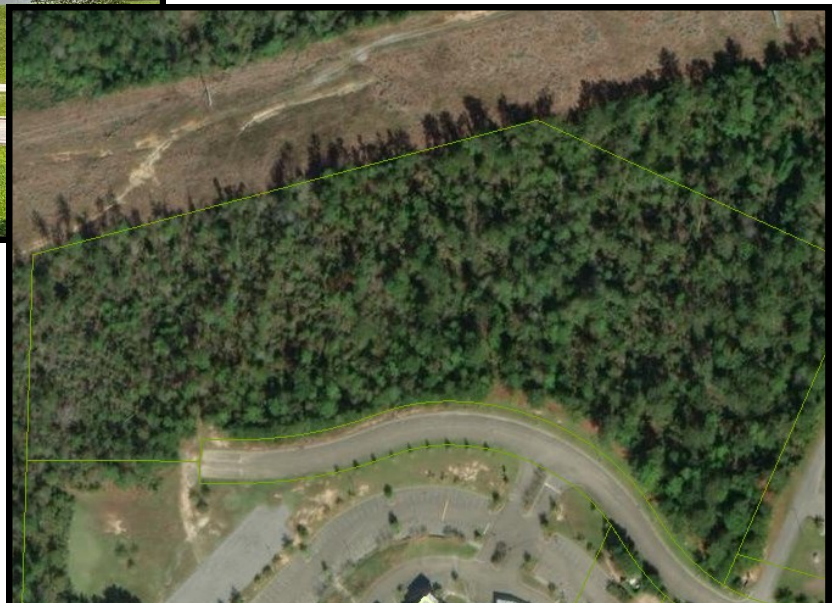


**Southern Direction: B-5 (Regional Business) - Medical Offices**

**Eastern Direction: B-5 (Regional Business) - Medical Offices**



**Western Direction: B-5 (Regional Business) - Vacant/Undeveloped**











# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Lamar Rutland

**cc:**

**Date:** Tuesday, July 19, 2022

**Re:** Adopt a Resolution requesting the Mississippi Department of Transportation initiate the Fourth Street Pathway Project - 38th Avenue to 34th Avenue, and authorize the Mayor to sign the Project Initiation Request Letter.  
File Number: 2022-492  
Minute Book #

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## Summary

Adopt a Resolution requesting the Mississippi Department of Transportation initiate the Fourth Street Pathway Project - 38th Avenue to 34th Avenue, and authorize the Mayor to sign the Project Initiation Request Letter.

## Recommendation Statement

I recommend approval of this item.

Please place this on the July 19, 2022 City Council meeting for consideration.

**CITY OF HATTIESBURG, MISSISSIPPI**  
**RESOLUTION TO INITIATE THE**  
**Fourth Street Pathway Project-38<sup>th</sup> Avenue to 34<sup>th</sup> Avenue**

**WHEREAS**, the City of Hattiesburg requests that the Mississippi Department of Transportation initiate the Fourth Street Pathway Project, described herein; and

**WHEREAS**, the project will include a sidewalk and lighting along Fourth Street from 38<sup>th</sup> Avenue to 34<sup>th</sup> Avenue; and

**WHEREAS**, the preliminary engineering costs will be paid by the City of Hattiesburg;  
and

**WHEREAS**, the City of Hattiesburg understands that the Federal Funds available for this project are \$500,000.00

**NOW THEREFORE**, BE IT RESOLVED by the Mayor and City Council of the City of Hattiesburg, that:

The Mayor and City Council request that the Mississippi Department of Transportation initiate the Fourth Street Pathway Project.

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 vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 19th day of July 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 19th day of July 2022.

ATTEST:

APPROVED:

CITY CLERK

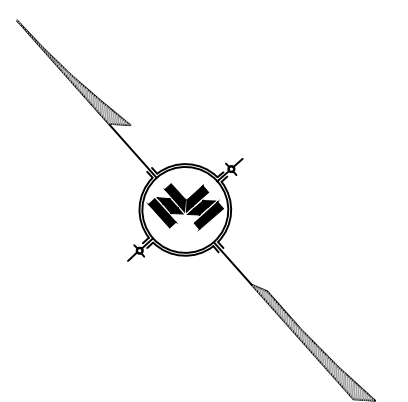
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MAYOR





4th St - 8' Pathway



# 4TH STREET PATHWAY 34TH AVENUE TO 38TH AVENUE





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***

July 20, 2022

David H. Seyfarth, P.E.  
Special Projects Engineer  
Mississippi Department of Transportation  
16499#B Highway 49  
Saucier, MS 39574-9740

Reference: FOURTH STREET PATHWAY PROJECT – 38<sup>TH</sup> AVE. TO 34<sup>TH</sup> AVE.  
CITY OF HATTIESBURG, MISSISSIPPI  
PROJECT INITIATION REQUEST

Dear Mr. Seyfarth,

The City of Hattiesburg respectfully requests that the Mississippi Department of Transportation initiate the above referenced project. This project will include sidewalk and lighting along Fourth street from 38<sup>th</sup> Avenue TO 34<sup>th</sup> Avenue.

Enclosed please find a copy of the resolution adopted by the City on July 19, 2022 which requests that the project be initiated by MDOT, vicinity map, copy of the TIP page showing the project, functional classification map, a copy of the LPA's Certificate, and our most recent audit report.

In an effort to facilitate the completion of the project, I am delegating authority to Lamar Rutland, P.E., Engineering Director for the city of Hattiesburg as the Chief LPA Official (lrutland@hattiesburgms.com)(601-545-4540). Mr. Rutland will also serve as the Project Director.

Thank you for your attention in this matter.

Sincerely,

Toby Barker  
Mayor, City of Hattiesburg

Enclosures



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Lamar Rutland

**cc:**

**Date:** Tuesday, July 19, 2022

**Re:** Approve contract with Neel-Schaffer, Inc. for engineering services related to the Midtown Streetscapes - MDA project, also known as the 31st Avenue, Chevy Chase Drive, and Lorraine Street Improvements Project, contingent upon approval by the Mississippi Development Authority (MDA), and authorize the Mayor to execute in triplicate.  
File Number: 2022-493  
Minute Book #

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## Summary

Approve contract with Neel-Schaffer, Inc. for engineering services related to the Midtown Streetscapes - MDA project, also known as the 31st Avenue, Chevy Chase Drive, and Lorraine Street Improvements Project, State Aid Project No. DECD-0018(36)BO, and authorize the Mayor to execute in triplicate.

## Recommendation Statement

I recommend approval of this item.

Please place this on the July 19, 2022 City Council meeting for consideration.



**MISSISSIPPI DEVELOPMENT AUTHORITY  
ECONOMIC DEVELOPMENT HIGHWAY PROGRAM  
CONSULTANT ENGINEERING CONTRACT  
FOR  
PROJECT NUMBER DECD-0018(36)BO.**

**CITY OF HATTIESBURG  
FORREST COUNTY**

**AND**

**NEEL-SCHAFFER, INC.  
704 Hardy Street  
Hattiesburg, MS 39401  
P.O. Box 1487  
Hattiesburg, MS 39403-1487**

---

**FOR CONSTRUCTION OF THE  
31<sup>st</sup> AVENUE, CHEVY CHASE DRIVE, AND  
LORRAINE STREET IMPROVEMENTS PROJECT**

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STATE OF MISSISSIPPI

CITY OF HATTIESBURG

THIS CONTRACT, made and entered into by and between the City of Hattiesburg, Mississippi, (the "CITY"), a body of the State of Mississippi, acting by and through the duly authorized Mayor of Hattiesburg, Mississippi, and Neel Schaffer, Inc. (the "CONSULTANT"), duly registered to do business in the State of Mississippi, whose address for mailing is P.O. Box 1487, Hattiesburg, Mississippi 39403-1487 effective as of the date of latest execution below.

**WITNESSETH:**

WHEREAS, the CITY proposes to make roadway and drainage improvements along 31<sup>st</sup> Avenue from W. Arlington Loop to Chevy Chase Drive, Chevy Chase Drive, and Lorraine Street. in Hattiesburg, Mississippi described herein and to obtain complete design services for development of construction plans including field surveys, to obtain right-of-way acquisition maps and descriptions and to obtain complete construction engineering services all of which has been designated as Project(s) No. DECD-0018(36)BO, hereinafter called the "PROJECT"; and

WHEREAS, the CITY desires to engage a qualified and experienced CONSULTANT to perform Engineering Services for the design and preparation of the complete construction plans and construction engineering for said PROJECT, and project management service, all of which are hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide those services, and the CITY has relied upon such representation; and

WHEREAS, the CONSULTANT has heretofore performed satisfactory services for the CITY;

WHEREAS the City has entered into a memorandum of understanding made and entered into on Jones Companies, LLC Headquarters Project, between the Mississippi Development Authority ("MDA") and the Office of State Aid Road Construction ("OSARC") requiring the services of an engineer to that end such parties are now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the CITY and the CONSULTANT do hereby CONTRACT and agree as follows:



## ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services, project management services, and materials required to perform the tasks described in the Scope of Work for the proposed transportation improvements. In so doing, the CONSULTANT shall meet the requirements of the CITY, MDA and OSARC.

## ARTICLE II. SCOPE AND PROCEDURE

The CONSULTANT shall conduct the services in accordance with this agreement including the exhibits hereto, and made a part hereof as if fully set forth herein. The timely performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this contract. The CITY specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel, any phase of any project begun under this CONTRACT at any time, with written approval of OSARC and MDA.

## ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until construction is complete and all final documents have been submitted and approved, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the CITY reserves the right to terminate this CONTRACT or any phase or project begun thereunder, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of services rendered prior to the date of termination. If termination occurs prior to completion of construction, in addition to fees and expenses as allowed by this Contract to date to which Consultant is entitled, the CITY shall be liable only for the costs, fees and expenses for demobilization and close out of CONTRACT based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the CITY. In no event shall the CITY be liable for lost profits or other consequential damages. All costs, expenses, and fees shall be subject to the approval of OSARC, MDA, and the CITY.

## ARTICLE IV. TIME OF PERFORMANCE

The CONSULTANT shall be prepared to perform its responsibilities of providing the SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the CITY which has been incorporated herein as a part of "Exhibit 3", Fees and Expenses, and made a part hereof by reference as if fully copied herein, and which when approved by final execution of this CONTRACT and upon such approval shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule shall be submitted along with an estimated percentage completed with each request for reimbursement.

A written Notice to Proceed shall be issued under authority from the CITY within 30 days after final execution of this CONTRACT.

#### ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the CITY is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the CITY by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the CITY, including but not limited to workers' compensation coverage, health insurance, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

The CITY for purposes of this agreement will execute all directives and orders through the MAYOR provided appropriate authority has been obtained from the MAYOR and City Council. All notices, communications, and correspondence with the CITY shall be directed to the key personnel and designated agents shown below.

#### ARTICLE VI. COMPENSATION, BILLING & AUDIT

##### A. Cost and Fees

The CONSULTANT shall be paid on a fee basis as set forth in Exhibit "3" to this CONTRACT. The compensation paid pursuant to this CONTRACT shall be determined from the Economic Development Highway Program Engineer Fee Schedule dated May 1, 1996 and included as part of Exhibit "3" to this Contract, exclusive of testing.

Testing shall be performed and paid for in accordance with OSARC Standard Operating Procedures. Payment for testing shall be in addition to the Consultant's compensation described above.

##### B. Billing

The Consultant may submit invoices with documentation to OSARC in accordance with Exhibit 3, with a copy to the City, for review and approval. Upon such approval by OSARC, OSARC will forward any such request and supporting documentation to MDA for approval.

Upon approval thereof, MDA will forward any request for disbursement to the City for payment from the City, or MDA will pay from state funds.

The CONSULTANT further agrees that the MDOT, FHWA or any other Federal or State Agency may audit the same records at any time during the life of the CONTRACT and up to three (3) years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America or the State of Mississippi.

#### C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three (3) years from the date of final payment under this CONTRACT for inspection by the CITY, and copies thereof shall be furnished upon request, at the CITY's expense. The CONSULTANT agrees that the provisions of this article shall be included in any agreements it may make with any subcontractors, assignees or transferees.

### ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment unless otherwise stated in writing at that time by Consultant shall be in full and final settlement of all claims arising against the CITY for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the CITY from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, and for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the CITY of final technical reports shall be borne by the CONSULTANT without additional compensation.

### ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the SERVICES under this CONTRACT and any assignments thereunder or amendments thereto. Authorized representatives of the OSARC, MDOT or FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the State of Mississippi or the United States of America a party to this CONTRACT, nor will the MDOT or FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and computations prepared by and for the CONSULTANT, shall be made available to authorized representatives of the OSARC and the CITY for inspection and review at all reasonable times. Authorized representatives of the MDOT and FHWA may also review and inspect said reports, drawings, studies and maps prepared under this CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the CITY shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its errors in the final version of the work.



## ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the CITY and all its officers, agents and employees from any and all claims, suits, judgments, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to any negligent act, actions, neglect or omission by the CONSULTANT or its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which CITY or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the CITY or any of its officers, agents or employees.

The CONSULTANT's obligation to indemnify, defend, and pay for the defense, or at the option, to participate and associate with the CITY in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall commence upon receiving written notice from the City of a claim or cause of action. The CONSULTANT'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONSULTANT'S duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the CITY entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the CITY shall pay all costs and fees related to this obligation and its enforcement. If there is a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the CITY agrees to notify the CONSULTANT as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

## ARTICLE X. INSURANCE

The CONSULTANT shall obtain and furnish certificates to the CITY for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.

E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.

F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

In addition, CITY shall be named as an additional insured on all of the applicable coverages, and CONSULTANT shall secure a waiver of subrogation in favor of CITY on all policies.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform services or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within the CONSULTANT's coverage for the duration of said project or phase for which said subcontractor or other personnel is employed

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the life of this CONTRACT. Should the CONSULTANT cease to carry the errors and omissions coverage during the life of this CONTRACT listed above for any reason it shall obtain "tail" coverage in the same limits for a period of not less than three (3) years subsequent to the termination of the policy.

#### ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee or subcontractor working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the CITY. For breach or violation of this provision the CITY may terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the CITY or participating in any future contracts with the CITY.

## ARTICLE XII. EMPLOYMENT OF CITY'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of this CONTRACT, without the written permission of the CITY, except as may otherwise be provided for herein.

## ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the services under this CONTRACT, the CITY materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement must be executed between the parties. Also, a supplemental agreement must be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the CITY, any individual member of the City Council, or any officer, agent, or employee of the CITY or the City Council either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications and/or changes or change orders involving this CONTRACT, amendments or assignments must be submitted in writing and signed by the parties thereto before any work is commenced.

Minor changes in the CONTRACT which do not involve changes in the compensation, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the CITY or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

## ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the CITY. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the CITY and OSARC. Under no circumstances will the CONSULTANT be allowed to sublet more than fifty percent (50%) of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that the CONSULTANT performs at least 50% of the overall CONTRACT with its own forces. Consent by the CITY and OSARC to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The CITY and OSARC reserve the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the CITY and OSARC any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the CITY and OSARC in advance of their execution.



#### ARTICLE XV. OWNERSHIP OF DOCUMENTS

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain the property of the CITY upon termination or completion of work, or upon request of the CITY regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the CITY. The CITY shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than that provided for in this CONTRACT.

#### ARTICLE XVI. PUBLICATION AND PUBLICITY

IT IS AGREED, that if any information concerning the work, its conduct, results or data gathered or processed should be released by the CONSULTANT without prior approval from the CITY, except to CONSULTANT'S attorney, the release of same shall constitute grounds for termination of this CONTRACT without indemnity to the CONSULTANT, unless such release or disclosure is required by judicial proceeding, but should any such information be released by the CITY, or by the CONSULTANT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this CONTRACT.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

***The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Mayor and the City Council of Hattiesburg, Mississippi, the employees of the City of Hattiesburg or the State of Mississippi.***

#### ARTICLE XVII. COPYRIGHTING

The CONSULTANT shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which is a part of the work under this CONTRACT, without written approval from the CITY. Publication rights to any documents produced are reserved by the CITY.

#### ARTICLE XVIII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Forrest County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi. If any part of this CONTRACT is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the CONTRACT that can be given effect without the invalid or unenforceable provision and, to this end the provisions hereof are severable. In such event the parties shall amend the CONTRACT as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

It is expressly agreed that if the CONSULTANT shall be delayed or interrupted in the performance or completion of its work hereunder by any embargo, war, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not limited to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) or by any strike or labor dispute involving the owner, or any manufacturer, supplier or carriers of the machinery, materials or supplies required hereunder, then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof.

#### ARTICLE XIX. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employees nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations C.F.R. 23 Part 634 – Worker Visibility – as stated in 'Exhibit 5'.

F. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this CONTRACT and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the CITY due to such contract cancellation or loss of license or permit. The CONSULTANT is required to

provide the certification on **Exhibit 8** in the CONTRACT to the CITY and to OSARC verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT.

#### ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases or projects hereunder as set forth in the assignments, shall not be changed or reassigned without prior approval of the CITY. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the Exhibits hereto:

##### CITY:

FOR CONTRACTUAL MATTERS

**Mayor Toby Barker**  
**City of Hattiesburg**  
**200 Forrest Street**  
**Hattiesburg, MS 39401**  
**Phone: 601-545-4501**  
**Fax: 601-545-4642**  
[mayor@hattiesburgms.com](mailto:mayor@hattiesburgms.com)

FOR TECHNICAL MATTERS

**Lamar Rutland, P.E.**  
**City of Hattiesburg**  
**200 Forrest Street**  
**Hattiesburg, MS 39401**  
**Phone: 601-545-4540**  
**Fax: 601-545-4642**  
[lrutland@hattiesburgms.com](mailto:lrutland@hattiesburgms.com)

##### CONSULTANT:

FOR CONTRACTUAL MATTERS

**Mike Essary, P.E.**  
**Neel-Schaffer, Inc.**  
**704 Hardy Street**  
**Hattiesburg, MS 39401**  
**Phone: 601-545-1565**  
**Fax: 601-545-2267**  
[michael.essary@neel-schaffer.com](mailto:michael.essary@neel-schaffer.com)

FOR TECHNICAL MATTERS

**Geoffrey P. Crosby, P.E.**  
**Neel-Schaffer, Inc.**  
**704 Hardy Street**  
**Hattiesburg, MS 39401**  
**Phone: 601-545-1565**  
**Fax: 601-545-2267**  
[geoffrey.crosby@neel-schaffer.com](mailto:geoffrey.crosby@neel-schaffer.com)

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.



## ARTICLE XXI. MERGER & WAIVER

It is expressly agreed by the parties hereto that the CONTRACT constitutes the entire and only CONTRACT between the parties and that any and all previous agreements, understandings and covenants which may have existed between the parties hereto of any kind, nature, or description, expressed or implied, oral or written, which have not been set forth in this CONTRACT are hereby void and of no effect and shall not in any way whatsoever be taken into consideration in the interpretation of the terms hereof.

No waiver of any provision or default under this CONTRACT shall affect the right of the CITY thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

## ARTICLE XII. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and certified copies of the applicable Order of the MAYOR and the City Council and the Resolution of the Corporation Board of Directors containing the authority is attached.

WITNESS this my signature in execution hereof, effective as of the date of latest execution below hereto.

APPROVED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk,

\_\_\_\_\_  
Neel-Schaffer, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Harry Lee James, OSARC Engineer

Date: \_\_\_\_\_

## **ACKNOWLEDGEMENT OF SELECTION OF CONSULTING ENGINEER**

\_\_\_\_\_  
Mississippi Development Authority

Date: \_\_\_\_\_

**Exhibits attached hereto and incorporated by reference into this contract includes those identified on the following page entitled "List of Exhibits".**

## **LIST OF EXHIBITS**

1. Evidence of Authority
  - A. Program Form or Board Order
  - B. Resolution of Board of Directors of Consultant (if applicable)
2. Scope of Work.
  - A. Project Description
  - B. Project Cost Estimate
3. Fees and Expenses.
4. Commitment Letter from the Mississippi Development Authority
5. Compliance with Title VI of the Civil Rights Act of 1964, as amended and 23 C.F.R. 710.405(b).
6. Certification of Consultant.
7. Certification of City Council of No Conflict
8. Certification of Mayor and City Council on Compliance with the Mississippi Employment Protection Act.



EXHIBIT 1

CITY COUNCIL ORDER APPROVING ENGINEERING CONTRACT

Attach a copy of the CITY COUNCIL's Order approving the Engineering Contract.

*May be copy of City's or Council's Order authorizing execution of the contract or copy of minutes documenting approval of the contract.*

*Need corporate Resolution from Consultant's co.*

## EXHIBIT 2

### SCOPE OF WORK CITY OF HATTIESBURG, MISSISSIPPI MISSISSIPPI DEVELOPMENT AUTHORITY PROJECT(S) NO. DECD-0018(36)BO

#### **GENERAL DESCRIPTION**

The Engineering Services Contract is for determining rights-of-way limits ("ROW") for the construction of improvements along 31<sup>st</sup> Avenue from W. Arlington Loop to Chevy Chase Drive, Chevy Chase Drive and Lorraine Street; provide complete design services including field surveys for the development of construction plans, ROW maps and descriptions, to provide complete construction engineering services, and project management services.

THE CONSULTANT acknowledges that he has received a copy of the memorandum of understanding between the City, Mississippi Development Authority ("MDA") and the Office of OSARC Road Construction ("OSARC") requiring the services of an engineer and project manager and CONSULTANT shall comply with the requirements therein to the extent applicable to CONSULTANT.

Construction of the project will be as follows: *(See Exhibit 2A)*

#### **GENERAL REQUIREMENTS OF THE DESIGN CONTRACT FOR THIS PROJECT:**

1. Design and evaluation of route locations for design consideration and utility conflicts for the Project.
2. Development of final ROW plans sufficient in detail for the CITY to acquire the required ROW for the Project.
3. Development of complete Preliminary and Final construction plans and bid documents including all OSARC and MDOT special provisions, requirements and necessary changes.
4. Development of a final OPINION OF PROBABLE CONSTRUCTION COST.
5. Provide Construction phase engineering services.
6. Perform necessary environmental studies and furnish approved environmental document to OSARC.

## **SERVICES TO BE PROVIDED BY THE CITY**

1. Review and approve plans for the design and construction of the Project.
2. Provide information and data requested which is necessary for the Consultant's work.

## **SERVICES TO BE PROVIDED BY THE CONSULTANT**

1. Design and evaluate route locations for environmental and design consideration.
2. Review the chosen route location for utility conflicts.
3. Complete field surveys. (See Appendix C)
4. Hydraulic analysis at all drainage structures.
5. Drafting of regulatory permit (404) applications and drawings for application if required at any regulated site.
6. Development of preliminary ROW plans and final ROW plans, sufficient in detail for the CITY to acquire the required ROW for the Project.
7. Development of preliminary construction plans with final ROW limits.
8. Development of complete construction plans and bid documents and special provisions including electronic transfer of files.
9. Provide complete construction engineering services including project management.
10. Arrange for the relocation or adjustment of all utilities in conflict with the construction of the project.

## **SCOPE OF WORK**

The Scope of Work shall be divided into two phases:

### **Phase A: DESIGN ENGINEERING**

- Part 1 Pre-Design Conference
- Part 2 Evaluation of Route Locations
- Part 3 Field surveys (Design & ROW)
- Part 4 Utility Location Surveys
- Part 5 Conceptual Plan Review
- Part 6 Plans-In-Hand Field Inspection
- Part 7 Preliminary Plans with ROW
- Part 8 Submittal of all required regulatory permits
- Part 9 Office Review Plans



Part 10 Final Contract Plans and Documents

Phase B: CONSTRUCTION ENGINEERING

- Part 1 Construction Administration
- Part 2 Construction Staking
- Part 3 Construction Inspection and Observation
- Part 4 Materials Testing
- Part 5 Documentation
- Part 6 Preparation of Right of Way Plans and Plats

Specific work required for each phase is defined below.

References in the Document to OSARC shall mean the Office of OSARC Road Construction, FHWA shall mean the Mississippi Division Federal Highway Administration, and MDOT shall mean the Mississippi Department of Transportation. The Office of OSARC Road Construction will administer this project at the State Level.

Harry Lee James, P.E.,  
OSARC Engineer

SPECIFIC WORK REQUIREMENTS FOR PHASE A: DESIGN ENGINEERING

After the Notice to Proceed has been issued, the CONSULTANT shall begin preparation of preliminary plans. The following specific requirements are for this phase:

Part 1 PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss OSARC and MDA procedures, the alignment, contract administration, the design criteria, the method of field survey and other matters as the parties deem necessary. After pre-design conference the OSARC Engineer shall authorize the CONSULTANT to proceed with the Route Location Evaluation.

Part 2 ROUTE LOCATION EVALUATION & PUBLIC HEARING

- a. The CONSULTANT shall evaluate the alternate route locations for environmental and design considerations using existing aerial photographs, U.S.G.S. Maps, existing roadway plans and other data that may be provided by others.
- b. The CONSULTANT shall assist the CITY OF HATTIESBURG and the OSARC in any public hearings (if required).

Part 3      FIELD SURVEYS (DESIGN & ROW)

The CONSULTANT will survey the Project utilizing good engineering practices as required to prepare preliminary and final contract plans in accordance with the requirements of the OSARC and to prepare ROW plans sufficient in detail to show property ownership. The work shall include, but not be limited to, the requirements outlined in Appendix "C".

Part 4      UTILITY LOCATION SURVEYS

The CONSULTANT shall locate all conflicting utilities; coordinate their relocation with the appropriate utility companies, and prepare all needed Utility Adjustment Agreements, in accordance with OSARC Standard Operating Procedures ("OSARC SOP") No. SAP-II-2-8. Costs of adjusting or relocating utilities will be eligible for reimbursement by MDA.

Part 5      CONCEPTUAL PLAN REVIEW

The CONSULTANT shall prepare conceptual plans for the PROJECT to include where applicable layouts (plan & elevation), typical sections, finish grade profiles, design data, drainage data, etc. One (1) set of the conceptual plans will be submitted to the City and OSARC for approval. Studies (including opinions of probable cost) of other concepts, and conceptual changes required during this review are considered to be covered by this Scope of Work. A minimum of three (3) weeks for review and approval by the City, OSARC, and MDA shall be allowed.

Part 6      PRELIMINARY DESIGN PLANS-IN-HAND INSPECTION

The CONSULTANT shall prepare preliminary design plans in accordance with OSARC'S format. The design standards, the format of the plans, and any hydraulic design shall conform to the OSARC requirements and the MDOT Design Manual. The preliminary design plans shall contain, as a minimum, title sheet, typical sections, plan and profile sheets showing all geometrics, profile grades, construction limits, proposed right-of-way, size and location of all drainage structures, construction signing, and all appurtenances to preliminary design, as well as any traffic control that will be required during construction. Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included within these preliminary design plans. The CONSULTANT shall submit one (1) set of the blueline prints of plans for review by the City and OSARC, prior to requesting the plans-in-hand field inspection. The City and OSARC shall mark on these plans all revisions or changes required and return same to the CONSULTANT. Consultant will allow a minimum of three (3) weeks for review by the City and OSARC. After completing any revisions, the CONSULTANT shall submit to the OSARC and City one (1) set of the blueline prints of the preliminary design plans for a plans-in-hand field (PSE) inspection with representatives of the CITY, the CONSULTANT, and OSARC at

a date mutually agreed upon by all parties. Consultant will allow a minimum of three (3) weeks from the submittal date of the prints for scheduling and completing the field inspection.

a. Scale of Drawings:

Plans shall be prepared at the following scales:

- |     |                                          |         |
|-----|------------------------------------------|---------|
| (1) | Plan sheets with geometrics              | 1"=100' |
| (2) | Form grades at channelized intersections | 1"=20'  |
| (3) | Intersection detail sheets               | 1"=20'  |
| (4) | Other sheets at appropriate scale.       |         |

b. Size of Drawings:

All drawings shall measure 24 x 36 inches with trim lines ½ inch from top and bottom edges. Each sheet shall have a left hand margin of 1 ½ inches; a right hand margin of ½ inch; a margin of ½ inch between the top border of the drawing and trim line; and a ½ inch margin between the bottom border of drawing and trim line.

c. Size of Lettering:

OSARC's policy requires the contract plans to be a 50% reduction (1/2 Scale) of the original plans. Therefore, the CONSULTANT shall provide a minimum letter size of 1/8 inch in order to be legible when reduced to 50% of the original size. All plans submitted by the CONSULTANT shall conform to roadway standards adopted by the OSARC. The OSARC Engineer may reject any plans not conforming to these standards.

Part 7 PRELIMINARY PLANS WITH RIGHT-OF-WAY

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. After completion of all revisions and changes requested by OSARC and City, the CONSULTANT shall furnish one (1) set of blue-line prints for review by OSARC and City. OSARC and City shall mark on the prints all revisions or changes required and return same to the CONSULTANT (Allow minimum of three (3) weeks for review). Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

Part 8 SUBMITTAL OF ALL REQUIRED REGULATORY PERMITS

The CONSULTANT shall determine what regulatory permits are required, if any, and submit complete and proper applications to the regulatory agency(s) for the proposed work, in accordance with OSARC Procedures.

Part 9 OFFICE REVIEW PLANS



Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. This phase shall consist of all services required for production of final contract plans. After completion of all revisions and changes requested by OSARC, the CONSULTANT shall furnish one (1) blue line sets of plans for review by the OSARC ("OFFICE REVIEW PLANS"). The CONSULTANT shall return the original PSE Plans with the office submittal. A review of The OFFICE REVIEW PLANS will be required and the CONSULTANT may be requested to attend. OSARC shall mark on the OFFICE REVIEW PLANS with all required revisions and return to the CONSULTANT (Allow minimum of three weeks for review). After all revisions have been made, the CONSULTANT shall submit the Final Contract Plans including all survey notes, design, special provisions, opinions of probable cost, and quantity computations and all notes or other data used in development of the plans.

#### Part 10

#### FINAL CONSTRUCTION PLANS (PS & E ASSEMBLY)

The final construction plans shall include all items required in the preliminary design plans and all other information such as, but not limited to, detailed index, general notes, summary of quantities, estimated quantities, OFFICE REVIEW PLANS, plan-profile sheets, special design sheets, bridge detail sheets, erosion control sheets, traffic control plan and a detailed construction estimate. OSARC's sample plans should be used as the guide for assembling the final plans.

One complete set of design computations, quantity estimates and required special provisions shall be transmitted to the District Engineer at the time final construction plans are submitted.

The design computations shall be legible, neat and orderly, and properly identified and referenced. All analysis computations and pertinent sketches are understood to be part of the design computations.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans unless the OFFICE OF OSARC and/or MDOT have on hand suitable special provisions that may be used.

The CONSULTANT shall submit three (3) sets of ½ size blue line prints with standards included and two (2) sets of ½ scale blue line prints without standards along with four (4) sets of contract documents for OSARC review. The marked OFFICE REVIEW PLANS must be returned with the PS&E Assembly.

The CONSULTANT shall prepare the legal notice for advertising for bids and submit for publication. The CONSULTANT shall solicit bids and issue plans and proposals to prospective bidders during advertising period and shall attend the letting and assist in tabulation and evaluation of bids. Further processing requirements for contract documents shall be in accordance with Appendix C.

#### SPECIFIC WORK REQUIREMENTS OF PHASE B: CONSTRUCTION ENGINEERING

The CONSULTANT will administer the construction contract in accordance with the plans, specifications, standards, and administrative, construction and testing SOP's.

The CONSULTANT will handle all construction administration and serve as the project manager, which duties shall include but not be limited to furnishing survey crews, inspectors, materials testing laboratory equipment and staff, Project Engineer, office clerical staff, vehicles and all equipment and supplies, as required to provide the service outlined herein.

## Part 1 CONSTRUCTION ADMINISTRATION

The CONSULTANT will handle all contacts with property owners, utility companies and other individuals, regarding project questions and problems.

The OSARC District Engineer shall be the OSARC's official representative on the project.

The CONSULTANT shall be the only authorized contact with the contractor during construction. OSARC shall send all information and requests for the Contractor to the CONSULTANT for relay to the Contractor.

The CONSULTANT will be responsible for arranging a preconstruction conference, notifying all the parties involved, requiring all the proper documents as detailed in OSARC Standard Specifications and leading the preconstruction conference after award of contract.

The CONSULTANT and the Contractor performing project construction for the same construction project cannot have the same parent company or any corporate association.

The CONSULTANT'S personnel assigned to the project must have prior construction experience in the areas of work which they are to perform. Key personnel, as defined below shall not be replaced on the project without OSARC approval. The CONSULTANT shall maintain a good working relationship with the Contractor and any person employed by the CONSULTANT or by Sub-Consultant who, in the opinion of the OSARC District Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly, shall at the written request of the OSARC District Engineer be removed immediately by the CONSULTANT or sub-consultant employing such person and shall not be employed again in any rotation of the work without approval of the OSARC District Engineer.

The CONSULTANT shall have the necessary personnel available to work whatever schedule the contractor works.

The following positions are defined as "key personnel". The CONSULTANT may identify additional positions as "key" as well:

Project Engineer  
Survey Party Chief  
Project Inspector

The Project Engineer listed above shall be registered in the State of Mississippi in Civil Engineering or an approved related field.

The Project Engineer shall be available to begin work within one week of the execution of the construction contract.

The Survey Party Chief shall be experienced in the layout of major civil engineering projects, including structures, and shall supervise all staking. The Survey Party Chief shall also be experienced in the methods of measurement, recording and calculations necessary to determine final pay quantities. All survey work shall be performed under the general direction of the Project Engineer.

The traffic control specialist assigned to this project shall be thoroughly familiar with the MUTCD and the OSARC Traffic Control Plan. The traffic control specialist shall be assigned to inspect the work of the CONTRACTOR involving the maintenance and protection of traffic requirements of the CONTRACT and shall be subject to be on call 24 hours per day, seven (7) days a week. Nighttime and weekend inspection shall be made and documented by the traffic control specialist in accordance with OSARC requirements. The OSARC District Engineer shall have a phone number where the CONSULTANT can be reached regarding emergency situations after hours and on weekends and holidays.

The CONSULTANT'S Project Engineer shall be assigned to the project full time or as otherwise authorized by the OSARC District Engineer. Construction inspection shall be provided to ensure that all work is performed in accordance with the plans and specifications, including the incorporation of tested materials in the construction.

The CONSULTANT will maintain separate and distinct records and files for the Project. The CONSULTANT will maintain all necessary inspection diaries, log books, survey staking records, material tests reports, and all needed documentation to justify all pay requests; all according to OSARC Standards. OSARC Standards include, but are not limited to 2004 Standard Specifications for OSARC Road and Bridge Construction, Testing and Administrative SOPS and other documents that are referred to in the CONTRACT.

The CONSULTANT shall provide sufficient trained personnel to adequately and



competently perform the requirements of this CONTRACT.

Part 2      CONSTRUCTION STAKING

The CONSULTANT shall insure the setting of all stakes, including centerline stakes, rights-of-way stakes, slope stakes, grade stakes (blue tops), stakes for structures (location and grade), channel changes, material pit boundaries, and any other stakes necessary to control the work.

Part 3      CONSTRUCTION INSPECTION

The CONSULTANT is responsible for inspecting the work of the CONTRACTOR to ensure compliance with the project specifications on all contract items. The CONSULTANT will not be permitted to change inspection personnel without approval of the OSARC District Engineer.

Requests for inspection of prefabricated items or review and approval of shop drawings will be submitted to the CONSULTANT. OSARC shall review and approve all shop drawings.

Part 4      MATERIALS TESTING

The CONSULTANT is responsible for all field sampling and job control acceptance testing. Material testing may be accomplished by using CONSULTANT'S own forces and equipment or by subcontracting the work to an outside laboratory. Any laboratory used by the CONSULTANT for field sampling and job control acceptance testing shall meet the approval of the OSARC. Job control sampling and testing and payment, therefore shall follow OSARC SOP.

At the end of the project construction, the CONSULTANT shall submit the following signed certification:

This is to certify that:

The results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications and such results compare favorably with the results of the independent assurance sampling and testing.

Part 5      DOCUMENTATION

The CONSULTANT will prepare monthly pay estimates for the Contractor and submit to the OSARC District Engineer for further processing. These estimates will be prepared in accordance with the instructions contained in the CONTRACT.

The CONSULTANT shall compile and submit, in accordance with the OSARC Construction SOP, all reports, monthly and final estimates, records, as-built plans showing all changes from project plans and other pertinent data that may be required for proper completion of records of the Project. All Project information relative to the execution of the Project and all records shall be kept in accordance with the OSARC Construction SOP. A copy of the diary will be submitted to the OSARC District Engineer on a monthly basis.

The CONSULTANT will initiate all contractor change orders, supplemental agreements and force account work requests, including written justification and cost analysis for same in accordance with the OSARC SOP. These are to be delivered to the OSARC District Engineer.

The OSARC District Engineer will be available, on request, to assist the CONSULTANT with the preparation of change orders, monthly estimates, etc. This will be considered an informational service only to explain the paper work flow. The CONSULTANT will be expected to follow up in an expeditious manner to avoid any delay. Timely submittal of documentation (i.e. mix design submittal, claims, etc.), correspondence, conduct meetings and transmittal of response to the Contractor required to meet any time constraints of the project will be the responsibility of the CONSULTANT.

At the end of the project construction, the Project Engineer shall submit a signed certification that all work was done in substantial conformance with the plans and specifications and that all payments were made for work performed at bid prices agreed to in the construction contract. In addition, a set of final plans of completed work shall be submitted to the OSARC showing in green ink any changes made during construction. The final plans shall be signed by the Project Engineer.

The CONSULTANT will submit the final estimate prepared in accordance with the OSARC SOP, and other required documents to OSARC within fifteen (15) days after the Contract Acceptance has been assigned by the OSARC District Engineer.

## APPENDIX C

### SPECIFIC WORK REQUIRED FOR PART 3 - FIELD SURVEYS

#### Item 1. Centerline Survey and Vertical Control

- a. Contact the Land Owners and obtain permission prior to entering upon the property for survey purposes.
- b. Stake centerline with treated stakes at 100 foot intervals in preparation for centerline inspection.
- c. Reference centerline: All P.C.'s, P.I.'s, P.T.'s and tangents longer than 1000 feet.
- d. Perform complete topographic survey along proposed centerline.
- e. Establish vertical control utilizing approved bench marks.
- f. Establish benches along centerline on 800-1000 foot intervals, outside limits of construction.

#### Item 2. Utilities, Drainage Surveys and Apparent Property Lines

- a. Locate utilities (above and below ground), horizontal and vertical, and determine ownership.
- b. Locate Drainage Channels: (1) Traverse minor channels 200 feet either way from centerline or as necessary to accommodate channel change with cross sections at 200 foot intervals normal to channel; (2) Traverse major channels 500 feet either way from centerline with cross sections at 200 foot intervals normal to channel.
- c. Establish pluses on apparent property lines, locate with angular ties, and determine apparent ownership from tax rolls.

#### Item 3. Cross Sections and Profiles

- a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. For a distance adequate to accommodate construction limits.  
  
In those limits established during the hub line field review, the sections are to be taken for a distance that will be adequate to accommodate the construction limits.
- b. Prepare Plan and Profile Sheets of the above.



Item 4. Local Roads Surveys (1000 feet min. Lt. & Rt. of Mainline CL)

- a. Provide complete topographic survey and cross sections.
- b. Establish plus and angle on apparent property lines and determine apparent ownership.

Item 5. Notes and Drawings

- a. Prepare plan and profile sheets on proposed centerline and local roads with all topography shown.
- b. List all utilities, apparent owners and addresses on plan sheet No. 3.
- c. Equate to existing projects at specified locations; show ties to section corner or sectional subdivision corners as necessary to verify property ownership.

The above items will include the following requirements of OSARC:

1. Transit Notes - Bearings shall be obtained from solar observation and shall be recorded on all tangents.
2. Topographic Notes - All topography is to be plotted on plan and profile sheets in ink.
3. Level Notes –
  - a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. The sections shall be taken for a distance shown above. In those limits established during the hub line field review, the sections are to taken for a distance that will be adequate to accommodate the construction limits.
  - b. Bench mark ties shall be to 0.05 feet and adjusted to zero closure and shall be referenced in accordance with the Design Manual of the MDOT. Bench marks shall be established for 800-1000 foot intervals.
4. Drainage –
  - a. The plus of all drainage areas is to be indicated. Flow line elevations are to be taken at existing structures with other survey information as specified in the MDOT Roadway Design Manual.
  - b. Areas to be calculated by methods approved by OSARC
  - c. Channel traverses shall be for a minimum distance of 200 feet up and down the channel or until it is apparent that a proper tie can be made if a channel change is necessary.

- d. Wetlands - If, a 404 Permit is required for U.S. Corps of Engineers, wetlands shall be shown on plan-profile sheets. The elevation of O.H.W. shall be indicated at all stream crossings or water bodies.
5. Right-of-Way Documents –
- a. A right-of-way property map at an appropriate scale shall be prepared based on property lines and corners encountered during the survey, as well as ownership for the entire project, which is to include any local road connections. The apparent property lines and apparent ownership shall be shown on the plans and profile sheets with the angle and plus based on field information.
  - b. Section lines and corner ties, either the  $\frac{1}{4}$  or  $\frac{1}{2}$  section line or corner, shall be referenced at the B.O.P. and E.O.P. with intermediate control established.
  - c. CONSULTANT shall be responsible for contacting property owners for permission to make the survey prior to entering property.
6. Utilities - All utilities within and adjacent to the project limits are to be listed on the index and general note sheet with their locations shown on the plan and profile sheets. For high-pressure gas transmission lines a traverse and profile of the pipe shown for a distance of 200 feet from the centerline. Overhead transmission lines shall be indicated and their height referenced.
7. Local Roads - A complete survey of any local roads including traverse and cross sections as necessary.
- 1. Existing Highway - A control tie to existing Show number of State and/or U.S. Highway(s) if applicable shall be made. Necessary permits shall be secured from the Mississippi Department of Transportation.
8. Reference Point Control - Each reference point for assembly, P.T.'s, P.C.'s and P.I.'s shall include a point 200 feet from the centerline of the survey and an additional point 50 feet (more or less) farther and shall be designated by a 2 inch x 2 inch treated hardwood hub with a 1 inch x 4 foot flagged guard stake indicating its location. All stakes and hubs shall be treated and shall be placed on the tangent sections when the distance is farther than 1000 feet between reference points.

EXHIBIT 2A  
PROJECT DESCRIPTION

Jones Companies, LLC is establishing its corporate headquarters in Midtown Hattiesburg. This project will include roadway infrastructure upgrades along 31<sup>st</sup> Avenue from W. Arlington Loop to Chevy Chase Drive, Chevy Chase Drive, and Lorraine Street. This will include roadway widening, relocation of water and power lines, signalization, appropriate turn lanes, on-street parking, and associated striping.



EXHIBIT 2B

PROJECT COST ESTIMATE

|                               |                     |
|-------------------------------|---------------------|
| Construction Cost:            | \$1,584,000.00      |
| Contingencies (5%)            | \$70,738.00         |
| <u>Engineering (14.9166%)</u> | <u>\$226,279.00</u> |
| Total                         | \$1,881,017.00      |

### EXHIBIT 3

#### FEES and EXPENSES

The Mississippi Development Authority will pay the CONSULTANT for engineering charges in accordance with the compensation set forth in Article VI, and the total compensation paid shall not exceed the attached ECONOMIC DEVELOPMENT HIGHWAY ENGINEER FEE SCHEDULE dated May 1, 1996 set out in Exhibit 3A or the percentages established as follows:

#### PHASE A: Design Engineering

The CONSULTANT shall be entitled to compensation and submit invoices as follows.

15% when preliminary plans are submitted

15% when office review plans are submitted

10% after project is let to contract and the award is  
concurrent in by OSARC and MDA

The total reimbursement for Design Engineering shall not exceed forty (40) percent of the total fee for engineering services based on the construction contract amount.

#### PHASE B: Construction Engineering

The CONSULTANT shall be entitled to submit monthly invoices for construction engineering services based on the amount of work completed by the contractor during the period. Five (5) percent of the construction engineering fee will be retained until the project has been accepted and the final estimate approved.

Example:

The contractor has completed twenty-five (25%) of the work and the engineering fee is twelve (12%) of the construction cost. The amount due is  $(0.25 \times 0.60 \times 0.12 \times \text{the contract price})$  less any previous payment. Five percent (5%) of the amount due will be withheld as noted above.

**ECONOMIC DEVELOPMENT HIGHWAY PROGRAM  
ENGINEER FEE SCHEDULE  
*Exhibit 3A***

| <b>CONSTRUCTION<br/>CONTRACT AMOUNT</b> | <b>FEE</b> |
|-----------------------------------------|------------|
| \$500,000                               | 15.0715    |
| \$1,000,000                             | 15.0000    |
| \$1,500,000                             | 14.9286    |
| \$2,000,000                             | 14.8572    |
| \$2,500,000                             | 14.7858    |
| \$3,000,000                             | 14.7143    |
| \$3,500,000                             | 14.6429    |
| \$4,000,000                             | 14.5715    |
| \$4,500,000                             | 14.5000    |
| \$5,000,000                             | 14.4286    |
| \$5,500,000                             | 14.3572    |
| \$6,000,000                             | 14.2857    |
| \$6,500,000                             | 14.2143    |
| \$7,000,000                             | 14.1429    |
| \$7,500,000                             | 14.0715    |
| \$8,000,000                             | 14.0000    |
| \$8,500,000                             | 13.9286    |
| \$9,000,000                             | 13.8572    |
| \$9,500,000                             | 13.7857    |
| \$10,000,000                            | 13.7143    |
| \$10,500,000                            | 13.6429    |
| \$11,000,000                            | 13.5714    |
| \$11,500,000                            | 13.5000    |
| \$12,000,000                            | 13.4286    |
| \$12,500,000                            | 13.3572    |
| \$13,000,000                            | 12.2857    |
| \$13,500,000                            | 13.2143    |
| \$14,000,000                            | 13.1429    |
| \$14,500,000                            | 13.0714    |
| \$15,000,000                            | 13.0000    |

\*FEE - The engineering fee as a percent of construction contract amount

## EXHIBIT 4

### MISSISSIPPI DEVELOPMENT AUTHORITY COMMITMENT LETTER

Attach a copy of the approval letter or commitment letter from the Mississippi Development Authority.





# State of Mississippi

TATE REEVES  
Governor

## MISSISSIPPI DEVELOPMENT AUTHORITY

January 11, 2022

Mayor Toby Barker  
City of Hattiesburg  
200 Forrest Street  
Hattiesburg, Mississippi 39401

Dear Mayor Barker:

SUBJECT: Jones Companies, LLC, Project - City of Hattiesburg Economic Development  
Highway Project / HA-073

The Mississippi Development Authority has approved the application on the above referenced project. We have committed \$1,500,000.00 of Economic Development Highway Funds for roadway improvements along 31<sup>st</sup> Avenue, Chevy Chase Drive, & Loraine Street in the City of Hattiesburg. In the near future we will forward to you a Memorandum of Understanding establishing the terms and conditions of the grant.

We want to encourage business growth in Mississippi and look forward to working with the City of Hattiesburg on this and other projects.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chuck Mobley".

Chuck Mobley  
Bureau Manager

cc: Harry Lee James. PE

## EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
COPELAND ANTI-KICKBACK ACT  
DAVIS BACON ACT  
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT  
CLEAN AIR ACT  
ENERGY POLICY AND CONSERVATION ACT  
DISADVANTAGED BUSINESS ENTERPRISES ACT  
WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT will comply with the Regulations of the Office of OSARC Road Construction, and the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. **Anti-Kickback Provisions:** All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3). This Act provides that each consultant or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to OSARC.

5. **Davis Bacon Act:** When required by federal program legislation, all construction contracts awarded to contractors and subcontracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 276a to a-7) and as supplemented by Department of Labor Regulations (29 C.F.R. Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage determination. The recipient shall report all suspected or reported violations to OSARC.

6. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330), as supplemented by Department of Labor Regulations (29 C.F.R. part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Clean Air Act:** Compliance with all applicable standard, orders, or requirements issued under Section 306 of the Clear Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C., 1368), Executive Order 11738 and Environment Protection Agency regulations (40 C.F.R. Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. **Energy Policy and Conservation Act:** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. **Worker Visibility:** All workers within the right-of-way of a Federal aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled “American National Standard for High Visibility Safety Apparel and Headwear” – for compliance with 23 C.F.R., Part 634.

Neither the CONSULTANT, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin or sex in the performance of this CONTRACT. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United State Department of Transportation assisted contracts. Failure of the CONSULTANT to carry out those requirements is a material breach of this CONTRACT which may result in the termination of this CONTRACT or such other remedies as OSARC deems appropriate.

## EXHIBIT 6

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
  - b. have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and
  - d. have not within a three-year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.
  - e. has not either directly or indirectly entered into any CONTRACT participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The Consultant further certifies, to the best of his/her knowledge and belief, that:
  - a. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee



of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

- (3) The undersigned further certifies that he/she is the duly authorized representative of the CONSULTANT and that neither he/she, nor any principal, officer, shareholder or employee of the above firm has:
- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this CONTRACT,
  - (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the CONTRACT, or
  - (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the CONTRACT; except as herein expressly stated (if any).

The undersigned acknowledges that this certificate may be furnished to the Department of Transportation and the Federal Highway Administration, United States Department of Transportation, in connection with any CONTRACT involving participation of Federal Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

The certification contained in (1), (2), and (3) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The Consultant shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

So CERTIFIED on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
CONSULTANT

So Sworn before me this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

EXHIBIT 7

CERTIFICATION OF THE MAYOR OF THE CITY OF HATTIESBURG

I hereby certify that I am the Mayor and have been duly authorized by the City Council to execute this certification and that the above CONSULTANT nor any of its representatives or sub-contractors have been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this CONTRACT to:

- (a) employ or retain, or agree to employ or retain, firm or subcontractor person, or
- (b) pays, or agrees to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

CITY OF HATTIESBURG  
MISSISSIPPI

BY: \_\_\_\_\_

So Sworn before me this the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

EXHIBIT 8

CERTIFICATION OF THE CITY OF HATTIESBURG IS IN COMPLIANCE WITH  
THE MISSISSIPPI EMPLOYMENT PROTECTION ACT

Effective July 1, 2008, the Mississippi Employment Protection Act imposed new requirements for all state agencies, departments, and political subdivisions. All employers who have contacts with the State of Mississippi, or with its departments, agencies, and/or with political subdivisions are mandated to enroll and participate in the E-Verify Program to check employment eligibility of all newly hired workers.

I hereby certify that I am the Mayor and have been duly authorized by the CITY COUNCIL of the City of Hattiesburg to execute this certification and that the CITY COUNCIL of the City of Hattiesburg hereby acknowledges its compliance with the Mississippi Employment Protection Act.

CITY COUNCIL OF HATTIESBURG, MISSISSIPPI

BY: \_\_\_\_\_

\_\_\_\_\_

Mayor of the City of Hattiesburg

So Sworn before me this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Lamar Rutland

**cc:**

**Date:** Tuesday, July 19, 2022

**Re:** Approve a Letter Agreement with Neel-Schaffer, Inc. for engineering services related to the Highway 11 Roadway Lighting Project and authorize the Mayor to execute the same.  
File Number: 2022-480  
Minute Book #

---

## Summary

Approve and Authorize the Mayor to execute a Letter Agreement with Neel-Schaffer, Inc. for engineering services related to the Highway 11 Roadway Lighting Project.

## Recommendation Statement

I recommend approval of this item.

Please place this on the July 19, 2022 City Council meeting for consideration.



June 16, 2022

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

RE: HIGHWAY 11 ROADWAY LIGHTING PROJECT  
AGREEMENT FOR PROFESSIONAL SERVICES

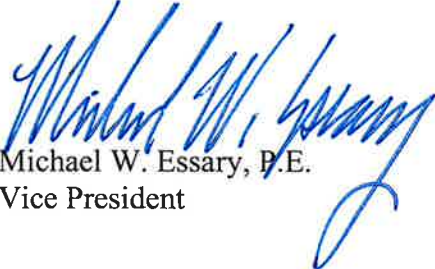
Dear Mayor Barker:

Neel-Schaffer is pleased to offer our professional services to the City of Hattiesburg in reference to the Highway 11 Roadway Lighting Project. Our services will be provided for a fixed fee of \$65,000.00 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: \_\_\_\_\_ DATE: \_\_\_\_\_

Attachments

**EXHIBIT A**  
**Scope of Work**

**I - Items included in our Scope of Work:**

1. Development and submission of MDOT Permit
2. Development of Construction Plans and Specifications  
(Using Aerial Photography)
3. Development of Final Cost Estimate and Bid Documents
4. Bidding and Award Assistance
5. Construction Administration
6. Resident Project Representation

**II- Items NOT included in our Scope of Work:**

1. Boundary Survey
2. Topographic Survey
3. Property Acquisition Services
4. Environmental, Cultural or Historical Assessments



**EXHIBIT B  
HIGHWAY 11 LIGHTING  
PROJECT LOCATION**

**WSF TATUM**

**TATUM  
PARK**

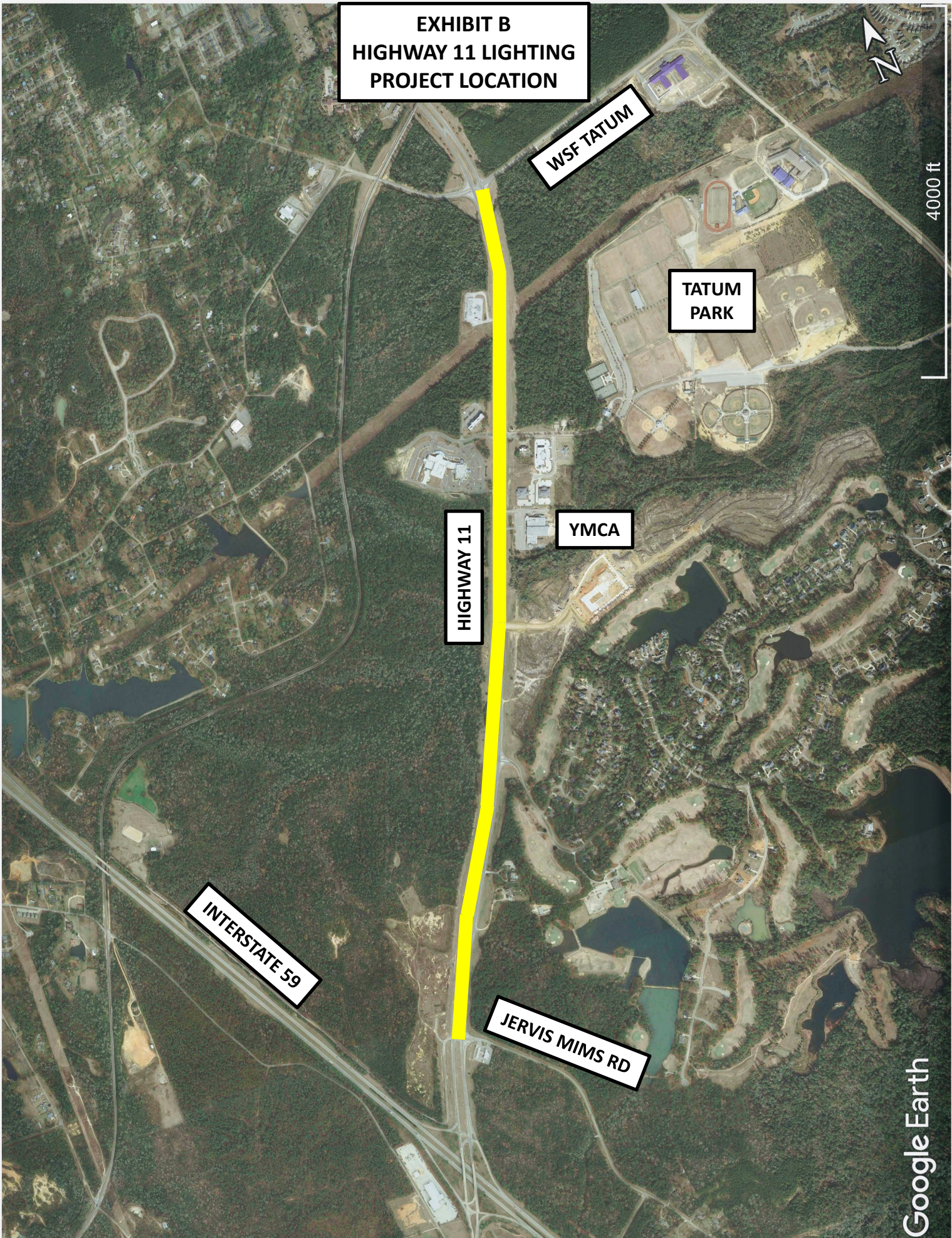
**YMCA**

**HIGHWAY 11**

**INTERSTATE 59**

**JERVIS MIMS RD**

4000 ft





**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

1. **Relationship between Consultant and Client.** Neel Schaffer, Inc. ("Consultant") shall serve as the Client's professional 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. Consultant shall not be considered to be the agent or fiduciary of the Client.

contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.
2. **Responsibility of Consultant.** Consultant 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 (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on 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.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.



**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
- To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **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 consent of the other party.
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
  - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
  - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
  - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

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 Consultant'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. If the Client fails to make payments; then Consultant, 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 waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. 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 shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure.** Neither Client nor Consultant 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.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **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 a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or

character of the Project 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 other 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 Consultant's control.

24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **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 Consultant 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.
26. **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.
27. **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.
28. **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 Consultant the 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.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL SERVICES**

other services, projects, agreements or dealings between the them, unless Client or Consultant 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.

31. **PROFESSIONAL SERVICES IN FLORIDA.** IN THE EVENT ANY PROFESSIONAL SERVICES ARE PROVIDED WITHIN THE STATE OF FLORIDA, IT IS EXPRESSLY AGREED BY THE PARTIES THAT AN INDIVIDUAL DESIGN PROFESSIONAL WHO IS AN AGENT OR EMPLOYEE OF CONSULTANT MAY NOT BE HELD PERSONALLY OR INDIVIDUALLY LIABLE FOR ANY DAMAGES RESULTING FROM NEGLIGENCE ARISING OUT OF CONSULTANT'S PERFORMANCE OF THIS AGREEMENT, AS PROVIDED IN FLORIDA STATUTES SECTION 558.0035, AS AMENDED.

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# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:**

**cc:**

**Date:** Tuesday, July 19, 2022

**Re:** Approve a Lease Agreement between the City of Hattiesburg and Mississippi Power for lighting services at the Eastside Park Basketball Court and authorize the Mayor to execute in duplicate.  
File Number: 2022-498  
Minute Book #

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## Summary

## Recommendation Statement

Please place this on the July 19, 2022 City Council meeting for consideration.





Mississippi Power

Business Description (Apartment Complex, Restaurant, Ball-field, etc.): East Side Park Basketball Court

Print Title:

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

- 1 **Lighting Equipment Lease.** Mississippi Power Company ("MPC") will lease to Customer the "Facilities" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1). Customer grants a license of right of access to MPC (and to MPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Facilities; to remove or disconnect pre-existing equipment as noted; or to conduct any other Agreement-related activity (collectively, the "MPC Activities"). Customer acknowledges that the Facilities, though attached to real property, will always remain the exclusive personal property of MPC and that MPC may remove the facilities when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require MPC to modify or replace some Facilities.
- 2 **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on an annual basis until terminated by either Customer or MPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. MPC's address for notice is Mississippi Power Company, ATTN: Marketing Lighting Services, PO Box 4079, Gulfport, MS 39502-4079. Customer's address for notice is the Mailing Address shown on Page 1.
- 3 **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid monthly balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT MPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.
- 4 **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near MPC's Facilities) of the Facilities presence. Either Customer or the other party must provide notices and locate requests to the Mississippi One Call System and must coordinate all activities with the One Call Center and with all utility facility owners or operators as required by the then current Mississippi One Call Law. Customer further acknowledges that any such work may require compliance with certain laws and regulations, including, without limitation, the Mississippi High Voltage Power Lines Act, Miss. Code Ann. §§ 45-15-1, et seq., and regulations of the Occupational Safety and Health Administration. These laws and regulations shall be independently consulted by Customer to determine if any additional compliance measures shall be undertaken by Customer prior to commencement of any work; provided, however, that no work shall be performed until such consultation and compliance has been completed. As between Customer and MPC, Customer will bear all costs arising from failure to comply with these laws or for Facility damage caused by anyone other than MPC (or MPC's representatives or contractors). IF THE FACILITIES ARE DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO MPC AS SOON AS POSSIBLE BY CALLING 800-487-3275.
- 5 **Maintenance/Repairs.** During this Agreement's term, MPC will maintain the Facilities and will bear the cost of routine repair or replacement. All non-routine maintenance or repair can be done at the Customer's request and will be billed to Customer at then-current MPC rates. Customer must notify MPC of any need for Facility repair by calling 877-656-1836. If the Facility damage was caused by Customer or third party, Customer will reimburse MPC for the repair or replacement cost. Either Party shall be excused from performance of its obligations hereunder other than accrued payment obligations and shall not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event defined as any occurrence, nonoccurrence or set of circumstances that is beyond the reasonable control of such Party.
- 6 **Safety/Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT MPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the equipment or any MPC activity under this agreement. Customer will not be entitled to indirect or consequential damages from MPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Facilities or this Agreement.
- 7 **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by MPC), and hold harmless MPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorney's fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Facilities, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of MPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.
- 8 **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. MPC's waiver of any past default will not waive any other default. If default occurs, MPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Facilities during the Agreement's remaining term, remove the Facilities from the Premises, and seek any other available remedy. MPC shall be entitled to reasonable attorney's fees, costs and expenses associated with any claim or litigation concerning Customer's default of this Agreement.
- 9 **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Facilities and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g. address, phone number, etc) may be provided at any time by written notice to the other party. This Agreement will be governed by Mississippi law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."
- 10 **Pole Attachments.** If Customer desires to attach anything to any Facilities (poles, light fixtures, brackets, etc), Customer must first obtain MPC's written permission. Customer must contact MPC's Lighting Services Business Unit at 877-656-1836 to obtain the proper pole attachment authorization.
- 11 **Customer Representations.** Customer represents to MPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activities (including the use of vehicles, equipment, tools, and materials necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than 6" from the grade existing at the time of Facility installation.
  - a. **Customer Duty.** If MPC agrees to allow Customer to perform any part of the Facility installation (including trenching) itself or through a third party, Customer warrants that its work will meet MPC's installation specifications (which will be provided to the Customer). Customer will bear all reasonable additional costs arising from Customer's non-compliance with MPC's specifications or lack of timely (i.e. 10 days) notice to MPC that MPC's portion of the Facilities installation can commence.
  - b. **Underground Facilities/Obstructions.** Because MPC's Activities may require excavation or digging, Customer acknowledges that Customer must mark all underground obstructions and private utilities and facilities (e.g. gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc) at the Premises. Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before MPC commences Facility installation or other MPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.

c. **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with MPC's Activities, Customer agrees that, as between Customer and MPC, Customer will bear sole responsibility for any and all damages incurred, including MPC and/or third-party damages, and that MPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not known to Customer or properly identified and marked by Customer. If an unforeseen condition is encountered, MPC, in its sole discretion, may stop all MPC Activity until Customer either remedies the unforeseen condition or agrees to reimburse all MPC expenses arising from the unforeseen condition. Customer will bear all costs of any Facility modification or change requested by Customer or dictated by unforeseen conditions or circumstances outside MPC's control.

**CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials: \_\_\_\_\_ Date: \_\_\_\_\_**





# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Lamar Rutland

**cc:**

**Date:** Tuesday, July 19, 2022

**Re:** Authorize payment of Relocation Assistance to owners and/or tenants of property being acquired for the Hall Avenue Overpass West Project, the budget for which was approved at MB 2021-466, as payment requests are submitted by the Relocation Assistance Consultant; Authorize issuance of manual checks in payment of said requests.  
File Number: 2022-495  
Minute Book #

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## Summary

Authorize payment of Relocation Assistance to owners and/or tenants of property being acquired for the Hall Avenue Overpass West Project, the budget for which was approved at File # 2022-394, as payment requests are submitted by the Relocation Assistance Consultant; Authorize issuance of manual checks in payment of said requests.

## Recommendation Statement

I recommend approval of this item.

Please place this on the July 19, 2022 City Council meeting for consideration.



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:**

**cc:**

**Date:** Tuesday, July 19, 2022

**Re:** Rescind Resolution # 2022-62, adopted on July 5, 2022; Acknowledge receipt of forfeiture of (1) one 2005 Chevrolet Avalanche and authorize said vehicle to be placed in Police Department inventory.  
File Number: 2022-499  
Minute Book #

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## Summary

## Recommendation Statement

Please place this on the July 19, 2022 City Council meeting for consideration.



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Lamar Rutland

**cc:**

**Date:** Tuesday, July 19, 2022

**Re:** Acknowledge receipt of a fully executed deed for a portion of Forrest County Parcel No. 2-028G-05-072.00, PPIN 024545, for the North 28th Avenue Bridge Replacement project.  
File Number: 2022-479  
Minute Book #

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## Summary

Acknowledge receipt of a fully executed deed for a portion of Forrest County Parcel No. 2-028G-05-072.00, PPIN 024545, for the North 28th Avenue Bridge Replacement project.

## Recommendation Statement

I recommend approval of this item.

Please place this on the July 19, 2022 City Council meeting for consideration.

---

**Prepared by:**

**City of Hattiesburg**  
Engineering Department  
Post Office Box 1898  
Hattiesburg, MS 39403-1898  
(601) 545-4540

---

**Return to:**

**City of Hattiesburg**  
Engineering Department  
Post Office Box 1898  
Hattiesburg MS 39403-1898  
(601) 545-4540

**INDEXING INSTRUCTIONS:**

A part of Lot 17 of the C.H. Walters Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi

**STATE OF MISSISSIPPI**

**COUNTY OF FORREST**

**WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, that I, Karen L. Ford, Manager of,  
Authorized Signer

**PEPPERTREE, LLC**  
c/o Highland Commercial Mortgage  
242 Inverness Center Drive  
Birmingham, AL 35242  
Telephone 703.862.4124

Grantor, does hereby grant, bargain, sell, convey and warrant unto the

**CITY OF HATTIESBURG, MISSISSIPPI**  
200 Forrest Street  
Post Office Box 1898  
Hattiesburg, MS 39403-1898  
Telephone (601) 545-4540



Grantee, the following described property lying and being situated in Hattiesburg, Forrest County, Mississippi, and more particularly described hereto:

A part of Lot 17 of the C.H. Walters 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 said County and State, and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99996861 and a convergence angle of (minus)  $-0^{\circ}15'31.84''$  at the Southwest Corner of Lot 1 of said C.H. Walters Subdivision, and

Commencing at a 3/4 Inch Crimp Top Pin representing said Southwest Lot Corner and a Point on the East Right of Way Line of North 28th Avenue, a public roadway, said Point also having a Grid Value of N 668,009.76 feet and E 828,854.20 feet on said East Zone Grid;

thence run  $N01^{\circ}24'17''E$  along said East Right of Way Line and the West Line of said Subdivision for 281.18 feet to a 1/2 Inch Rebar,

thence run  $N01^{\circ}23'56''E$  along said East Right of Way Line and the West Line of said Subdivision for 552.10 feet to a 1/2 Inch Rebar representing the Point of Beginning, a point on the West Line of said Lot 17 having a Grid Value of N 668,842.79 feet and E 828,874.57 feet on said East Zone Grid,

thence continue  $N01^{\circ}23'56''E$  along said East Right of Way Line and said West Line of Lot 17 for 11.05 feet to a 1/2 Inch Rebar at the Southwest Corner of the Foxfire Village Subdivision as per Map or Plat thereof on file in the Office of the Chancery Clerk of said County and State,

thence run  $S89^{\circ}13'15''E$  along the South Line of said Foxfire Village Subdivision for 36.29 feet to a 1/2 Inch Rebar having a Grid Value of N 668,853.35 feet and E 828,911.12 feet on said East Zone Grid,

thence run  $S68^{\circ}34'13''W$  for 16.33 feet to a 1/2 Inch Rebar,

thence run  $S01^{\circ}50'22''W$  for 5.00 feet to a 1/2 Inch Rebar,

thence run  $N88^{\circ}53'18''W$  for 21.20 feet to the Point of Beginning, comprising 0.006 Acres (282 Square Feet), more or less.

Said property is not a part of the homestead of the grantor.

The property is conveyed subject to all easements, roadways, servitudes, restrictive covenants and oil, gas and other mineral reservations, exceptions, conveyances, leases and other matters of record.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE on this 30th day of June, 2022.

PEPPERTREE, LLC

by

Karen L. Ford

Authorized Signer

STATE OF Mississippi

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30 day of June, 2022, within my jurisdiction, the within named Karen L. Ford, who acknowledged to me that she is Manager of PEPPERTREE, LLC, a Mississippi limited liability company, and that as manager of said limited liability company and with full authority, she executed the above and foregoing instrument, for said limited liability company.

Jessica Kirkwood  
NOTARY PUBLIC

My commission expires: Oct. 21, 2023.



[illegible]

This is Certified that having passed a Survey  
 approximately 0.008 Acres (222 Square Feet), more or less  
 Zone 045.  
 30.25 feet to a N/4 Section having a  
 per Acre or Plot thereof by this is the Office of the  
 and West Line of Lot 17 for 11.05 feet to a N/4  
 per Acre or Plot thereof by this is the Office of the  
 of said Lot 17 having a GMD Value of \$ 663,943.79  
 said Lot of said Subdivision for 221.15 feet to a N/4  
 said Lot of said Subdivision for 221.15 feet to a N/4  
 and a Point on the East Right of Way Line  
 of \$ 668,008.79 and of \$ 628,654.55 said on  
 of said Lot 17  
 of the Southwest Corner of Lot 1 of said C/L  
 County of Forrest, State of Mississippi, on per  
 NAD 83 (2011) US Survey data, with a contained  
 and being more particularly

[illegible]

STATE OF MINNESOTA  
 COUNTY OF HENNEPIN  
 City of Minneapolis  
 I, \_\_\_\_\_, County Clerk of Hennepin County, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same is on file in the office of the County Clerk of Hennepin County, Minnesota.  
 In testimony whereof, I have hereunto set my hand and the seal of said County at Minneapolis, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
 \_\_\_\_\_  
 County Clerk of Hennepin County, Minnesota.

JOSHUA & JAMES MIZELL  
 1994  
 COUNTY TALL O. 423045-0000

PEPPER TREE, LLC  
PEPPER TREE, LLC  
COUNTY TAXES 2 0000-05-07-00  
1000 1000 1000 1000 1000

[illegible]

LA CASAL, INC.  
COUNTY ROAD  
2 0288-06-19 00  
PER 1222, PG 567, 2010

(L&M)  
INFO  
REQUESTED

NORTH 28TH AVENUE

CITY OF LAKE

NORTH 28TH ST & HARTMAN ST

TERRACE & NORTH 28TH ST & RITLAND TERRACE

SUNNYVALE WILSON



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:**

**cc:**

**Date:** Tuesday, July 19, 2022

**Re:** Acknowledge receipt of the monthly budget report for the month ending June 30, 2022.  
File Number: 2022-500  
Minute Book #

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## Summary

## Recommendation Statement

Please place this on the July 19, 2022 City Council meeting for consideration.



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| <b>001 General Fund</b>            |                    |                   |              |              |              |                     |             |
| <b>001003 CITY COUNCIL</b>         |                    |                   |              |              |              |                     |             |
| 001003 400000 REGULAR WAGES        | 258,500            | 259,000           | 189,477.26   | 19,923.13    | .00          | 69,522.74           | 73.2%       |
| 001003 460000 STATE RETIREMENT     | 44,980             | 45,080            | 32,968.66    | 3,466.58     | .00          | 12,111.34           | 73.1%       |
| 001003 470000 F.I.C.A. TAXES       | 19,780             | 19,830            | 13,882.87    | 1,456.09     | .00          | 5,947.13            | 70.0%       |
| 001003 480000 HOSPITALIZATION INS. | 58,800             | 58,800            | 32,445.00    | 3,605.00     | .00          | 26,355.00           | 55.2%       |
| 001003 501000 OTHER EXPENDABLE OFF | 1,300              | 1,300             | 575.91       | 296.26       | 174.87       | 549.22              | 57.8%       |
| 001003 511500 FOOD                 | 100                | 100               | 38.40        | .00          | .00          | 61.60               | 38.4%       |
| 001003 601000 AUDITING AND ACCOUNT | 200,000            | 199,100           | 182,830.00   | 32,400.00    | .00          | 16,270.00           | 91.8%       |
| 001003 604900 OTHER PROFESSIONAL S | 4,000              | 4,900             | 4,900.00     | .00          | .00          | .00                 | 100.0%      |
| 001003 606000 TELEPHONE AND TELEGR | 4,000              | 4,000             | 2,625.02     | 291.78       | .00          | 1,374.98            | 65.6%       |
| 001003 611001 TRAVEL EXP-WARD 1    | 2,000              | 2,000             | 875.64       | .00          | .00          | 1,124.36            | 43.8%       |
| 001003 611003 TRAVEL EXP-WARD 3    | 2,000              | 2,000             | 334.40       | .00          | .00          | 1,665.60            | 16.7%       |
| 001003 611004 TRAVEL EXP-WARD 4    | 2,000              | 2,000             | 334.40       | .00          | .00          | 1,665.60            | 16.7%       |
| 001003 611005 TRAVEL EXP-WARD 5    | 2,000              | 2,000             | 1,098.73     | .00          | .00          | 901.27              | 54.9%       |
| 001003 6110CL TRAVEL EXP-CLERK     | 4,500              | 5,310             | 299.16       | .00          | .00          | 5,010.38            | 5.6%        |
| 001003 6110DC TRAVEL EXP-DEPCLERK  | 4,500              | 5,170             | 1,607.00     | 169.00       | .00          | 3,563.26            | 31.1%       |
| 001003 641000 OFFICE EQUIPMENT REN | 1,800              | 1,800             | 627.78       | .00          | .00          | 1,172.22            | 34.9%       |
| 001003 650000 EXHIBITIONS & PROMOT | 1,000              | 1,000             | 442.65       | .00          | .00          | 557.35              | 44.3%       |
| 001003 684501 REG FEE/TUITION-WARD | 1,000              | 1,000             | 460.00       | 275.00       | .00          | 540.00              | 46.0%       |
| 001003 684502 REG FEE/TUITION-WARD | 1,000              | 1,000             | 475.00       | .00          | .00          | 525.00              | 47.5%       |
| 001003 684503 REG FEE/TUITION-WARD | 1,000              | 1,000             | 275.00       | 275.00       | .00          | 725.00              | 27.5%       |
| 001003 684504 REG FEE/TUITION-WARD | 1,000              | 1,000             | 275.00       | 275.00       | .00          | 725.00              | 27.5%       |
| 001003 684505 REG FEE/TUITION-WARD | 1,000              | 1,000             | 275.00       | 275.00       | 410.00       | 315.00              | 68.5%       |
| 001003 6845CL REG FEE/TUITION-CLER | 2,000              | 2,000             | 589.00       | .00          | .00          | 1,411.00            | 29.5%       |
| 001003 6845DC REG FEE/TUITION-DEPC | 2,000              | 2,000             | 725.00       | 275.00       | .00          | 1,275.00            | 36.3%       |
| 001003 732700 DATA PROCESSING EQUI | 6,000              | 6,000             | 128.38       | .00          | .00          | 5,871.56            | 2.1%        |
| TOTAL CITY COUNCIL                 | 626,260            | 628,390           | 468,565.26   | 62,982.84    | 584.87       | 159,239.61          | 74.7%       |
| <b>001015 CITY COURT</b>           |                    |                   |              |              |              |                     |             |
| 001015 400000 REGULAR WAGES        | 730,829            | 805,829           | 509,479.26   | 56,343.62    | .00          | 296,349.74          | 63.2%       |
| 001015 430000 OVERTIME             | 18,000             | 18,000            | 19,931.40    | 2,094.48     | .00          | -1,931.40           | 110.7%      |
| 001015 460000 STATE RETIREMENT     | 130,300            | 143,350           | 91,331.37    | 10,153.88    | .00          | 52,018.63           | 63.7%       |
| 001015 470000 F.I.C.A. TAXES       | 57,300             | 63,050            | 39,138.27    | 4,305.42     | .00          | 23,911.73           | 62.1%       |
| 001015 480000 HOSPITALIZATION INS. | 159,600            | 168,000           | 84,950.00    | 11,405.00    | .00          | 83,050.00           | 50.6%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED        | MTD EXPENDED      | ENCUMBRANCES     | AVAILABLE<br>BUDGET | PCT<br>USED  |
|------------------------------------|--------------------|-------------------|---------------------|-------------------|------------------|---------------------|--------------|
| 001015 500300 PAPER                | 3,000              | 3,000             | 948.14              | 99.16             | .00              | 2,051.86            | 31.6%        |
| 001015 500500 PRINTED FORMS        | 3,000              | 5,000             | 3,833.00            | .00               | 776.00           | 391.00              | 92.2%        |
| 001015 501000 OTHER EXPENDABLE OFF | 7,500              | 7,500             | 5,682.78            | 1,211.07          | 790.20           | 1,027.02            | 86.3%        |
| 001015 502000 MINOR OFFICE EQUIP/F | 5,000              | 5,000             | 693.50              | .00               | 624.33           | 3,682.17            | 26.4%        |
| 001015 508000 COMPUTER SUPPLIES    | 1,500              | 1,500             | 491.95              | .00               | .00              | 1,008.05            | 32.8%        |
| 001015 510000 CLEANING/JANITORIAL  | 9,000              | 9,000             | 1,904.66            | .00               | .00              | 7,095.34            | 21.2%        |
| 001015 546000 MINOR EQUIPMENT      | 1,000              | 1,000             | 41.00               | .00               | .00              | 959.00              | 4.1%         |
| 001015 559100 OTHER OPER.MATLS-FUL | 2,875              | 17,875            | 2,538.86            | 2,384.86          | 1,009.47         | 14,326.67           | 19.9%        |
| 001015 560000 BUILDING MATERIALS & | 2,000              | 2,000             | .00                 | .00               | 1,106.09         | 893.91              | 55.3%        |
| 001015 604800 OTHER PROF.-VICTIM'S | 371,782            | 356,782           | 94,308.56           | .00               | .00              | 262,473.44          | 26.4%        |
| 001015 604900 OTHER PROFESSIONAL S | 115,000            | 71,000            | 70,722.65           | 8,336.25          | .00              | 277.35              | 99.6%        |
| 001015 604901 OTHER PROF-TECHNOLOG | 100,000            | 144,000           | 126,124.78          | .00               | 6,021.00         | 11,854.22           | 91.8%        |
| 001015 606000 TELEPHONE AND TELEGR | 12,200             | 12,200            | 4,198.78            | 468.77            | .00              | 8,001.22            | 34.4%        |
| 001015 611000 TRAVEL EXPENSE       | 4,000              | 4,000             | 1,461.42            | 1,461.42          | 1,465.00         | 1,073.58            | 73.2%        |
| 001015 611800 TRVL-HHS SAMHSA GRAN | 10,573             | 10,573            | 8,132.30            | 5,732.10          | 2,440.70         | .00                 | 100.0%       |
| 001015 620000 PRINTING             | 2,000              | 2,000             | 1,723.20            | 227.84            | .00              | 276.80              | 86.2%        |
| 001015 630000 GAS                  | 2,000              | 2,000             | 1,730.93            | 22.47             | .00              | 269.07              | 86.5%        |
| 001015 630500 ELECTRICITY          | 15,000             | 15,000            | 9,928.36            | 1,530.51          | .00              | 5,071.64            | 66.2%        |
| 001015 635000 BUILDING R&M         | 7,500              | 11,500            | 6,539.27            | 684.43            | .00              | 4,960.73            | 56.9%        |
| 001015 684000 DUES AND MEMBERSHIPS | 1,000              | 1,000             | 180.00              | .00               | .00              | 820.00              | 18.0%        |
| 001015 684500 REGISTRATION FEE/TUI | 500                | 500               | 375.00              | .00               | .00              | 125.00              | 75.0%        |
| 001015 699900 SERVICES NOT SPECIFI | 2,500              | 2,500             | 130.00              | .00               | .00              | 2,370.00            | 5.2%         |
| <b>TOTAL CITY COURT</b>            | <b>1,774,959</b>   | <b>1,883,159</b>  | <b>1,086,519.44</b> | <b>106,461.28</b> | <b>14,232.79</b> | <b>782,406.77</b>   | <b>58.5%</b> |
| <b>001020 MAYOR/ADMIN.</b>         |                    |                   |                     |                   |                  |                     |              |
| 001020 400000 REGULAR WAGES        | 504,750            | 552,395           | 373,148.48          | 41,562.61         | .00              | 179,246.52          | 67.6%        |
| 001020 460000 STATE RETIREMENT     | 87,830             | 96,120            | 64,708.40           | 7,293.27          | .00              | 31,411.60           | 67.3%        |
| 001020 470000 F.I.C.A. TAXES       | 38,620             | 42,265            | 28,109.68           | 3,119.07          | .00              | 14,155.32           | 66.5%        |
| 001020 480000 HOSPITALIZATION INS. | 50,400             | 56,700            | 34,188.71           | 4,802.50          | .00              | 22,511.29           | 60.3%        |
| 001020 500300 PAPER                | 500                | 700               | 398.86              | .00               | 300.00           | 1.14                | 99.8%        |
| 001020 501000 OTHER EXPENDABLE OFF | 3,000              | 4,000             | 2,305.20            | 981.29            | .00              | 1,694.51            | 57.6%        |
| 001020 505000 SUBSCRIPTIONS,MAGS,M | 750                | 750               | 75.52               | .00               | .00              | 674.48              | 10.1%        |
| 001020 507000 BOOKS                | 700                | 700               | 693.75              | .00               | .00              | 6.25                | 99.1%        |
| 001020 511500 FOOD                 | 1,600              | 1,600             | 782.06              | .00               | .00              | 817.84              | 48.9%        |
| 001020 525000 GAS AND OIL          | 3,000              | 3,000             | 3,015.63            | 342.32            | .00              | -15.63              | 100.5%       |
| 001020 535500 WEARING APPAREL      | 400                | 400               | 112.00              | .00               | .00              | 288.00              | 28.0%        |
| 001020 559000 OTHER OPERATING MATL | 0                  | 0                 | 287.54              | .00               | .00              | -287.54             | 100.0%       |
| 001020 570000 MTR VEHICLE REP. PTS | 2,000              | 2,000             | 90.00               | .00               | .00              | 1,910.00            | 4.5%         |
| 001020 600100 PROF SERVICES - COVI | 6,326              | 1,326             | 937.50              | .00               | .00              | 388.37              | 70.7%        |
| 001020 604900 OTHER PROFESSIONAL S | 8,675              | 13,475            | 1,419.23            | .00               | 2,903.66         | 9,151.61            | 32.1%        |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001020 606000 TELEPHONE AND TELEGR | 6,000              | 5,000             | 2,396.68     | 270.70       | .00          | 2,603.32            | 47.9%       |
| 001020 611000 TRAVEL EXPENSE       | 15,000             | 13,400            | 10,985.41    | 1,601.87     | 218.90       | 2,195.65            | 83.6%       |
| 001020 612000 FREIGHT              | 150                | 150               | 124.78       | .00          | .00          | 25.22               | 83.2%       |
| 001020 615000 ADVERTISING          | 55,700             | 52,290            | 43,334.56    | 1,415.04     | .00          | 8,955.44            | 82.9%       |
| 001020 615200 ADVERTISING-SPEC. EV | 4,000              | 5,410             | 5,410.00     | .00          | .00          | .00                 | 100.0%      |
| 001020 615300 ADVERTISING-MAYOR'S  | 10,000             | 4,250             | 871.50       | .00          | .00          | 3,378.50            | 20.5%       |
| 001020 615600 ADVERTISING-USM-ISP  | 35,000             | 35,750            | 35,721.00    | .00          | .00          | 29.00               | 99.9%       |
| 001020 615800 ADVERTISING-MS ASSC  | 15,000             | 25,000            | 25,000.00    | .00          | .00          | .00                 | 100.0%      |
| 001020 620000 PRINTING             | 1,500              | 1,500             | 289.30       | .00          | 66.49        | 1,144.21            | 23.7%       |
| 001020 638400 MOTOR VEHICLE EQ. R& | 1,500              | 2,800             | 1,270.25     | .00          | .00          | 1,529.99            | 45.4%       |
| 001020 641000 OFFICE EQUIPMENT REN | 5,000              | 5,000             | 3,158.06     | 522.47       | .00          | 1,841.94            | 63.2%       |
| 001020 684000 DUES AND MEMBERSHIPS | 14,800             | 13,000            | 9,808.00     | 230.00       | .00          | 3,192.00            | 75.4%       |
| 001020 684500 REGISTRATION FEE/TUI | 3,000              | 4,899             | 4,899.00     | .00          | .00          | .00                 | 100.0%      |
| 001020 699900 SERVICES NOT SPECIFI | 1,000              | 501               | 132.95       | .00          | .00          | 368.05              | 26.5%       |
| 001020 739900 OTHER EQUIPMENT      | 3,000              | 3,000             | 1,701.16     | 1,701.16     | .00          | 1,298.84            | 56.7%       |
| TOTAL MAYOR/ADMIN.                 | 879,201            | 947,380           | 655,375.21   | 63,842.30    | 3,489.05     | 288,515.92          | 69.5%       |
| <b>001030 ELECTIONS</b>            |                    |                   |              |              |              |                     |             |
| 001030 400000 REGULAR WAGES        | 0                  | 0                 | 9,668.75     | 1,040.00     | .00          | -9,668.75           | 100.0%      |
| 001030 470000 F.I.C.A. TAXES       | 0                  | 0                 | 739.66       | 79.56        | .00          | -739.66             | 100.0%      |
| 001030 501000 OTHER EXPENDABLE OFF | 0                  | 0                 | .00          | .00          | 120.00       | -120.00             | 100.0%      |
| TOTAL ELECTIONS                    | 0                  | 0                 | 10,408.41    | 1,119.56     | 120.00       | -10,528.41          | 100.0%      |
| <b>001040 MUNICIPAL CLERK</b>      |                    |                   |              |              |              |                     |             |
| 001040 400000 REGULAR WAGES        | 156,060            | 156,060           | 112,770.15   | 10,564.61    | .00          | 43,289.85           | 72.3%       |
| 001040 460000 STATE RETIREMENT     | 27,330             | 27,330            | 19,622.80    | 1,838.24     | .00          | 7,707.20            | 71.8%       |
| 001040 470000 F.I.C.A. TAXES       | 12,020             | 12,020            | 8,332.51     | 777.43       | .00          | 3,687.49            | 69.3%       |
| 001040 480000 HOSPITALIZATION INS. | 42,000             | 42,000            | 24,600.00    | 2,400.00     | .00          | 17,400.00           | 58.6%       |
| 001040 501000 OTHER EXPENDABLE OFF | 2,500              | 2,500             | 415.69       | 19.50        | .00          | 2,084.23            | 16.6%       |
| 001040 615000 ADVERTISING          | 22,000             | 22,000            | 15,390.69    | 316.80       | .00          | 6,609.31            | 70.0%       |
| 001040 620000 PRINTING             | 1,200              | 1,200             | 223.29       | .00          | .00          | 976.71              | 18.6%       |
| 001040 641000 OFFICE EQUIPMENT REN | 4,500              | 4,500             | 1,457.03     | .00          | .00          | 3,042.97            | 32.4%       |
| 001040 684500 REGISTRATION FEE/TUI | 1,500              | 1,500             | .00          | .00          | 200.00       | 1,300.00            | 13.3%       |
| TOTAL MUNICIPAL CLERK              | 269,110            | 269,110           | 182,812.16   | 15,916.58    | 200.00       | 86,097.76           | 68.0%       |
| <b>001042 ACCOUNTING DIV.</b>      |                    |                   |              |              |              |                     |             |
| 001042 400000 REGULAR WAGES        | 221,000            | 221,000           | 158,974.60   | 15,846.19    | .00          | 62,025.40           | 71.9%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001042 460000 STATE RETIREMENT     | 38,460             | 38,460            | 27,661.40    | 2,757.21     | .00          | 10,798.60           | 71.9%       |
| 001042 470000 F.I.C.A. TAXES       | 16,910             | 16,910            | 12,029.81    | 1,196.53     | .00          | 4,880.19            | 71.1%       |
| 001042 480000 HOSPITALIZATION INS. | 42,000             | 42,000            | 25,800.00    | 3,000.00     | .00          | 16,200.00           | 61.4%       |
| 001042 500500 PRINTED FORMS        | 1,000              | 475               | 414.88       | .00          | .00          | 60.12               | 87.3%       |
| 001042 501000 OTHER EXPENDABLE OFF | 1,450              | 2,775             | 1,861.58     | 162.28       | .00          | 913.27              | 67.1%       |
| 001042 502000 MINOR OFFICE EQUIP/F | 500                | 500               | 263.81       | .00          | .00          | 236.19              | 52.8%       |
| 001042 510000 CLEANING/JANITORIAL  | 500                | 500               | 264.00       | .00          | .00          | 236.00              | 52.8%       |
| 001042 559000 OTHER OPERATING MATL | 0                  | 40                | 40.49        | .00          | .00          | .00                 | 100.0%      |
| 001042 580000 MINOR COMPUTER EQUIP | 1,000              | 960               | 638.00       | .00          | 122.55       | 198.96              | 79.3%       |
| 001042 611000 TRAVEL EXPENSE       | 3,000              | 2,401             | 1,048.85     | .00          | .00          | 1,352.15            | 43.7%       |
| 001042 613000 MESSENGER/EXPRESS SE | 150                | 80                | 1.81         | .00          | .00          | 78.19               | 2.3%        |
| 001042 620000 PRINTING             | 500                | 389               | 389.00       | .00          | .00          | .00                 | 100.0%      |
| 001042 684500 REGISTRATION FEE/TUI | 500                | 1,099             | 1,099.00     | .00          | .00          | .00                 | 100.0%      |
| TOTAL ACCOUNTING DIV.              | 326,970            | 327,589           | 230,487.23   | 22,962.21    | 122.55       | 96,979.07           | 70.4%       |
| <b>001045 PURCHASING DIV.</b>      |                    |                   |              |              |              |                     |             |
| 001045 400000 REGULAR WAGES        | 92,000             | 92,000            | 67,230.68    | 7,076.92     | .00          | 24,769.32           | 73.1%       |
| 001045 460000 STATE RETIREMENT     | 16,010             | 16,010            | 11,698.11    | 1,231.38     | .00          | 4,311.89            | 73.1%       |
| 001045 470000 F.I.C.A. TAXES       | 7,040              | 7,040             | 4,755.27     | 498.28       | .00          | 2,284.73            | 67.5%       |
| 001045 480000 HOSPITALIZATION INS. | 16,800             | 16,800            | 10,800.00    | 1,200.00     | .00          | 6,000.00            | 64.3%       |
| 001045 500300 PAPER                | 1,100              | 1,100             | 678.80       | 243.80       | .00          | 421.20              | 61.7%       |
| 001045 501000 OTHER EXPENDABLE OFF | 1,650              | 1,650             | 154.51       | 84.37        | .00          | 1,495.49            | 9.4%        |
| 001045 611000 TRAVEL EXPENSE       | 129                | 379               | 278.79       | .00          | .00          | 100.21              | 73.6%       |
| 001045 636500 OFFICE EQUIPMENT R&M | 2,105              | 2,105             | 1,824.71     | 412.93       | .00          | 280.29              | 86.7%       |
| 001045 684000 DUES AND MEMBERSHIPS | 500                | 500               | 70.00        | .00          | .00          | 430.00              | 14.0%       |
| TOTAL PURCHASING DIV.              | 137,334            | 137,584           | 97,490.87    | 10,747.68    | .00          | 40,093.13           | 70.9%       |
| <b>001060 CITY ATTORNEY</b>        |                    |                   |              |              |              |                     |             |
| 001060 400000 REGULAR WAGES        | 70,000             | 70,000            | 51,153.89    | 5,384.62     | .00          | 18,846.11           | 73.1%       |
| 001060 460000 STATE RETIREMENT     | 12,180             | 12,180            | 8,900.74     | 936.92       | .00          | 3,279.26            | 73.1%       |
| 001060 470000 F.I.C.A. TAXES       | 5,360              | 5,360             | 3,913.28     | 411.93       | .00          | 1,446.72            | 73.0%       |
| TOTAL CITY ATTORNEY                | 87,540             | 87,540            | 63,967.91    | 6,733.47     | .00          | 23,572.09           | 73.1%       |
| <b>001080 HUMAN RESOURCES</b>      |                    |                   |              |              |              |                     |             |
| 001080 400000 REGULAR WAGES        | 173,520            | 176,020           | 72,091.47    | 8,076.93     | .00          | 103,928.53          | 41.0%       |



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001080 460000 STATE RETIREMENT     | 30,200             | 30,640            | 12,544.04    | 1,405.40     | .00          | 18,095.96           | 40.9%       |
| 001080 470000 F.I.C.A. TAXES       | 13,280             | 13,475            | 5,250.37     | 584.45       | .00          | 8,224.63            | 39.0%       |
| 001080 480000 HOSPITALIZATION INS. | 25,200             | 25,200            | 9,878.32     | 1,200.00     | .00          | 15,321.68           | 39.2%       |
| 001080 500300 PAPER                | 3,100              | 3,100             | 414.90       | .00          | .00          | 2,685.10            | 13.4%       |
| 001080 500500 PRINTED FORMS        | 1,500              | 1,500             | .00          | .00          | 495.00       | 1,005.00            | 33.0%       |
| 001080 501000 OTHER EXPENDABLE OFF | 1,500              | 1,500             | 787.17       | .00          | 214.74       | 498.09              | 66.8%       |
| 001080 508000 COMPUTER SUPPLIES    | 2,500              | 2,500             | 2,071.50     | .00          | .00          | 428.00              | 82.9%       |
| 001080 611000 TRAVEL EXPENSE       | 500                | 500               | 200.00       | .00          | .00          | 300.00              | 40.0%       |
| 001080 636500 OFFICE EQUIPMENT R&M | 5,200              | 5,200             | 3,347.66     | .00          | .00          | 1,852.34            | 64.4%       |
| TOTAL HUMAN RESOURCES              | 256,500            | 259,635           | 106,585.43   | 11,266.78    | 709.74       | 152,339.33          | 41.3%       |
| <b>001081 LOSS CONTROL</b>         |                    |                   |              |              |              |                     |             |
| 001081 400000 REGULAR WAGES        | 49,005             | 49,005            | 35,811.20    | 3,769.60     | .00          | 13,193.80           | 73.1%       |
| 001081 460000 STATE RETIREMENT     | 8,530              | 8,530             | 6,318.00     | 665.56       | .00          | 2,212.00            | 74.1%       |
| 001081 470000 F.I.C.A. TAXES       | 3,750              | 3,750             | 2,545.41     | 266.79       | .00          | 1,204.59            | 67.9%       |
| 001081 480000 HOSPITALIZATION INS. | 8,400              | 8,400             | 5,400.00     | 600.00       | .00          | 3,000.00            | 64.3%       |
| 001081 501000 OTHER EXPENDABLE OFF | 1,100              | 1,100             | 49.36        | .00          | 89.46        | 960.84              | 12.6%       |
| 001081 525000 GAS AND OIL          | 2,000              | 2,000             | 1,329.17     | 184.02       | 4.64         | 665.83              | 66.7%       |
| 001081 535500 WEARING APPAREL      | 300                | 300               | 264.20       | .00          | .00          | 35.80               | 88.1%       |
| 001081 570000 MTR VEHICLE REP. PTS | 1,000              | 1,300             | 578.91       | .00          | 654.82       | 66.62               | 94.9%       |
| 001081 606000 TELEPHONE AND TELEGR | 1,300              | 1,300             | 868.15       | 96.20        | .00          | 431.85              | 66.8%       |
| 001081 638400 MOTOR VEHICLE EQ. R& | 600                | 600               | .00          | .00          | 159.95       | 440.05              | 26.7%       |
| TOTAL LOSS CONTROL                 | 75,985             | 76,285            | 53,164.40    | 5,582.17     | 908.87       | 22,211.38           | 70.9%       |
| <b>001090 URBAN DEVELOPMT</b>      |                    |                   |              |              |              |                     |             |
| 001090 400000 REGULAR WAGES        | 396,425            | 396,425           | 236,458.38   | 19,675.41    | .00          | 159,966.62          | 59.6%       |
| 001090 460000 STATE RETIREMENT     | 69,160             | 69,160            | 40,376.90    | 3,423.52     | .00          | 28,783.10           | 58.4%       |
| 001090 470000 F.I.C.A. TAXES       | 30,410             | 30,410            | 17,194.52    | 1,415.66     | .00          | 13,215.48           | 56.5%       |
| 001090 480000 HOSPITALIZATION INS. | 75,600             | 75,600            | 32,400.00    | 3,000.00     | .00          | 43,200.00           | 42.9%       |
| 001090 500300 PAPER                | 945                | 945               | 853.30       | 646.48       | .00          | 91.70               | 90.3%       |
| 001090 501000 OTHER EXPENDABLE OFF | 2,770              | 2,770             | 1,605.91     | 435.37       | .00          | 1,164.09            | 58.0%       |
| 001090 501100 N.I.P. SUPPLIES      | 10,880             | 10,880            | 326.27       | .00          | .00          | 10,553.73           | 3.0%        |
| 001090 502000 MINOR OFFICE EQUIP/F | 1,200              | 1,200             | 320.98       | .00          | 343.85       | 535.17              | 55.4%       |
| 001090 505000 SUBSCRIPTIONS,MAGS,M | 360                | 360               | 355.29       | .00          | .00          | 4.71                | 98.7%       |
| 001090 507000 BOOKS                | 135                | 135               | 69.55        | .00          | .00          | 65.45               | 51.5%       |
| 001090 508000 COMPUTER SUPPLIES    | 1,500              | 5,500             | 707.47       | 154.61       | 1,172.43     | 3,619.69            | 34.2%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001090 511500 FOOD                 | 130                | 130               | 74.71        | .00          | .00          | 55.29               | 57.5%       |
| 001090 525000 GAS AND OIL          | 1,500              | 1,500             | 528.15       | .00          | 46.75        | 925.10              | 38.3%       |
| 001090 535500 WEARING APPAREL      | 270                | 270               | 149.99       | .00          | .00          | 120.01              | 55.6%       |
| 001090 559000 OTHER OPERATING MATL | 350                | 350               | 274.75       | .00          | .00          | 75.25               | 78.5%       |
| 001090 570000 MTR VEHICLE REP. PTS | 2,250              | 2,250             | 694.88       | .00          | 1,259.11     | 296.01              | 86.8%       |
| 001090 604900 OTHER PROFESSIONAL S | 15,000             | 102,600           | 53,580.20    | .00          | 46,652.69    | 2,367.11            | 97.7%       |
| 001090 606000 TELEPHONE AND TELEGR | 3,200              | 3,200             | 2,360.15     | 287.71       | .00          | 839.85              | 73.8%       |
| 001090 607000 POSTAGE              | 600                | 600               | 562.07       | .00          | .00          | 37.93               | 93.7%       |
| 001090 611000 TRAVEL EXPENSE       | 4,345              | 5,345             | 3,420.33     | .00          | .00          | 1,924.67            | 64.0%       |
| 001090 613000 MESSENGER/EXPRESS SE | 100                | 100               | 42.90        | .00          | .00          | 57.10               | 42.9%       |
| 001090 615000 ADVERTISING          | 350                | 350               | 59.06        | .00          | .00          | 290.94              | 16.9%       |
| 001090 620000 PRINTING             | 2,000              | 3,000             | 2,046.62     | .00          | .00          | 953.38              | 68.2%       |
| 001090 638400 MOTOR VEHICLE EQ. R& | 2,000              | 2,000             | 20.95        | .00          | .00          | 1,979.05            | 1.0%        |
| 001090 641000 OFFICE EQUIPMENT REN | 5,100              | 5,100             | 3,442.37     | .00          | .00          | 1,657.63            | 67.5%       |
| 001090 684000 DUES AND MEMBERSHIPS | 2,400              | 2,400             | 1,012.00     | 225.00       | .00          | 1,388.00            | 42.2%       |
| 001090 684500 REGISTRATION FEE/TUI | 4,200              | 2,200             | 1,076.92     | .00          | .00          | 1,123.08            | 49.0%       |
| TOTAL URBAN DEVELOPMT              | 633,180            | 724,780           | 400,014.62   | 29,263.76    | 49,474.83    | 275,290.14          | 62.0%       |
| 001091 INFO TECHNOLOGY             |                    |                   |              |              |              |                     |             |
| 001091 400000 REGULAR WAGES        | 198,000            | 198,000           | 140,351.73   | 14,879.18    | .00          | 57,648.27           | 70.9%       |
| 001091 430000 OVERTIME             | 13,500             | 13,500            | 9,098.00     | 984.00       | .00          | 4,402.00            | 67.4%       |
| 001091 460000 STATE RETIREMENT     | 39,810             | 39,810            | 26,004.17    | 2,760.17     | .00          | 13,805.83           | 65.3%       |
| 001091 470000 F.I.C.A. TAXES       | 16,180             | 16,180            | 11,017.06    | 1,156.68     | .00          | 5,162.94            | 68.1%       |
| 001091 480000 HOSPITALIZATION INS. | 25,200             | 25,200            | 16,795.00    | 1,800.00     | .00          | 8,405.00            | 66.6%       |
| 001091 500300 PAPER                | 1,200              | 1,200             | 240.41       | 3.00         | .00          | 959.59              | 20.0%       |
| 001091 508000 COMPUTER SUPPLIES    | 35,000             | 35,000            | 21,959.09    | 7,027.85     | 3,146.60     | 9,894.43            | 71.7%       |
| 001091 525000 GAS AND OIL          | 500                | 500               | 120.01       | .00          | .00          | 379.99              | 24.0%       |
| 001091 546000 MINOR EQUIPMENT      | 500                | 500               | .00          | .00          | 226.25       | 273.75              | 45.3%       |
| 001091 580000 MINOR COMPUTER EQUIP | 1,200              | 1,200             | 350.00       | .00          | .00          | 850.00              | 29.2%       |
| 001091 603500 DATA PROCESSING      | 30,000             | 30,000            | 8,235.85     | .00          | .00          | 21,764.15           | 27.5%       |
| 001091 604900 OTHER PROFESSIONAL S | 392,500            | 392,500           | 309,805.15   | 13,599.17    | .00          | 82,694.85           | 78.9%       |
| 001091 606000 TELEPHONE AND TELEGR | 2,500              | 3,500             | 3,345.03     | 382.80       | .00          | 154.97              | 95.6%       |
| 001091 606800 NETWORK              | 205,000            | 204,000           | 151,832.97   | 33,582.55    | .00          | 52,167.03           | 74.4%       |
| 001091 611000 TRAVEL EXPENSE       | 0                  | 1,900             | 1,728.28     | 82.29        | .00          | 171.72              | 91.0%       |
| 001091 636500 OFFICE EQUIPMENT R&M | 230,000            | 288,920           | 190,538.97   | 34,985.83    | 7,991.76     | 90,389.56           | 68.7%       |
| 001091 684500 REGISTRATION FEE/TUI | 0                  | 1,400             | 1,349.00     | .00          | .00          | 51.00               | 96.4%       |
| 001091 732700 DATA PROCESSING EQUI | 20,000             | 23,342            | 22,473.46    | 3,800.00     | .00          | 868.44              | 96.3%       |
| TOTAL INFO TECHNOLOGY              | 1,211,090          | 1,276,652         | 915,244.18   | 115,043.52   | 11,364.61    | 350,043.52          | 72.6%       |
| 001092 GEN.GOV'T.BLDG              |                    |                   |              |              |              |                     |             |
| 001092 510000 CLEANING/JANITORIAL  | 2,500              | 2,500             | 1,972.35     | .00          | .00          | 527.65              | 78.9%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                      | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED      | MTD EXPENDED     | ENCUMBRANCES     | AVAILABLE<br>BUDGET | PCT<br>USED  |
|--------------------------------------|--------------------|-------------------|-------------------|------------------|------------------|---------------------|--------------|
| 001092 513000 CHEMICALS              | 5,500              | 5,500             | 5,249.97          | 583.33           | .00              | 250.03              | 95.5%        |
| 001092 544000 HORT./LANDSCAPING SP   | 2,500              | 2,500             | 2,425.25          | .00              | .00              | 74.75               | 97.0%        |
| 001092 546000 MINOR EQUIPMENT        | 2,500              | 1,100             | 605.47            | 37.08            | 196.00           | 298.53              | 72.9%        |
| 001092 560000 BUILDING MATERIALS &   | 2,000              | 3,000             | 2,088.79          | .00              | .00              | 911.21              | 69.6%        |
| 001092 560500 ELECTRICAL SUPPLIES    | 1,700              | 2,100             | 2,097.95          | .00              | .00              | 2.05                | 99.9%        |
| 001092 561000 PLUMBING SUPPLIES      | 1,000              | 1,000             | 337.80            | .00              | .00              | 662.20              | 33.8%        |
| 001092 565000 PAINT AND PAINTING S   | 2,000              | 2,000             | .00               | .00              | 158.24           | 1,841.76            | 7.9%         |
| 001092 602100 BUILDING SECURITY      | 2,000              | 2,000             | 540.00            | .00              | .00              | 1,460.00            | 27.0%        |
| 001092 604900 OTHER PROFESSIONAL S   | 9,400              | 9,400             | 7,149.40          | 6,000.00         | 107.00           | 2,143.60            | 77.2%        |
| 001092 630000 GAS                    | 15,000             | 15,000            | 9,026.20          | 88.04            | .00              | 5,973.80            | 60.2%        |
| 001092 630500 ELECTRICITY            | 72,000             | 72,000            | 53,595.48         | 8,113.29         | .00              | 18,404.52           | 74.4%        |
| 001092 635000 BUILDING R&M           | 18,000             | 18,000            | 3,225.00          | .00              | 9,950.00         | 4,825.00            | 73.2%        |
| 001092 637000 HOUSEHOLD EQUIPMENT    | 5,000              | 5,000             | 305.00            | .00              | .00              | 4,695.00            | 6.1%         |
| 001092 638000 FIXED EQUIPMENT R&M    | 5,000              | 5,000             | 3,060.88          | .00              | .00              | 1,939.12            | 61.2%        |
| 001092 639400 DISINFECT./EXTERMINA   | 1,000              | 1,000             | 866.00            | .00              | .00              | 134.00              | 86.6%        |
| 001092 644900 OTHER RENT             | 13,000             | 13,000            | 9,900.00          | 1,100.00         | .00              | 3,100.00            | 76.2%        |
| <b>TOTAL GEN.GOV'T.BLDG</b>          | <b>160,100</b>     | <b>160,100</b>    | <b>102,445.54</b> | <b>15,921.74</b> | <b>10,411.24</b> | <b>47,243.22</b>    | <b>70.5%</b> |
| <b>001093 INTERMODAL FAC O&amp;M</b> |                    |                   |                   |                  |                  |                     |              |
| 001093 510000 CLEANING/JANITORIAL    | 3,200              | 3,200             | 589.35            | .00              | .00              | 2,610.65            | 18.4%        |
| 001093 544000 HORT./LANDSCAPING SP   | 800                | 800               | 473.50            | .00              | .00              | 326.50              | 59.2%        |
| 001093 546000 MINOR EQUIPMENT        | 1,500              | 1,500             | 125.95            | 110.00           | 544.66           | 829.39              | 44.7%        |
| 001093 560500 ELECTRICAL SUPPLIES    | 2,000              | 2,000             | 1,229.86          | 122.00           | .00              | 770.14              | 61.5%        |
| 001093 630500 ELECTRICITY            | 38,500             | 38,500            | 26,029.01         | 3,785.28         | .00              | 12,470.99           | 67.6%        |
| 001093 635000 BUILDING R&M           | 38,000             | 38,000            | 9,914.20          | .00              | 12,126.00        | 15,959.80           | 58.0%        |
| 001093 639400 DISINFECT./EXTERMINA   | 1,200              | 1,200             | 1,035.00          | .00              | .00              | 165.00              | 86.3%        |
| 001093 639900 OTHER REPAIRS AND MA   | 10,000             | 10,000            | 1,520.00          | 850.00           | .00              | 8,480.00            | 15.2%        |
| <b>TOTAL INTERMODAL FAC O&amp;M</b>  | <b>95,200</b>      | <b>95,200</b>     | <b>40,916.87</b>  | <b>4,867.28</b>  | <b>12,670.66</b> | <b>41,612.47</b>    | <b>56.3%</b> |
| <b>001094 METRPLTN PLANG.</b>        |                    |                   |                   |                  |                  |                     |              |
| 001094 400000 REGULAR WAGES          | 99,940             | 139,940           | 79,029.04         | 12,237.25        | .00              | 60,910.96           | 56.5%        |
| 001094 460000 STATE RETIREMENT       | 17,390             | 24,350            | 13,750.97         | 2,129.27         | .00              | 10,599.03           | 56.5%        |
| 001094 470000 F.I.C.A. TAXES         | 7,650              | 10,710            | 5,972.40          | 930.14           | .00              | 4,737.60            | 55.8%        |
| 001094 480000 HOSPITALIZATION INS.   | 25,200             | 33,600            | 15,300.00         | 1,200.00         | .00              | 18,300.00           | 45.5%        |
| 001094 501000 OTHER EXPENDABLE OFF   | 5,000              | 5,000             | 1,211.30          | .00              | 22.26            | 3,766.44            | 24.7%        |
| 001094 502000 MINOR OFFICE EQUIP/F   | 2,500              | 2,500             | 118.68            | .00              | .00              | 2,381.32            | 4.7%         |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001094 508000 COMPUTER SUPPLIES    | 3,000              | 2,000             | 1,721.02     | 488.00       | .00          | 278.51              | 86.1%       |
| 001094 511500 FOOD                 | 500                | 1,500             | 808.08       | .00          | 22.00        | 669.92              | 55.3%       |
| 001094 525000 GAS AND OIL          | 500                | 500               | 206.77       | 16.53        | .00          | 293.23              | 41.4%       |
| 001094 535500 WEARING APPAREL      | 300                | 300               | 129.85       | .00          | .00          | 170.15              | 43.3%       |
| 001094 546000 MINOR EQUIPMENT      | 500                | 500               | 270.20       | .00          | .00          | 229.80              | 54.0%       |
| 001094 570000 MTR VEHICLE REP. PTS | 1,200              | 1,200             | 475.58       | .00          | .00          | 724.42              | 39.6%       |
| 001094 604900 OTHER PROFESSIONAL S | 3,000              | 3,000             | 335.07       | 37.23        | .00          | 2,664.93            | 11.2%       |
| 001094 615000 ADVERTISING          | 2,000              | 2,000             | 567.90       | 72.72        | .00          | 1,432.10            | 28.4%       |
| 001094 620000 PRINTING             | 500                | 500               | 171.79       | .00          | .00          | 328.21              | 34.4%       |
| 001094 636500 OFFICE EQUIPMENT R&M | 5,000              | 5,000             | 1,354.65     | .00          | .00          | 3,645.35            | 27.1%       |
| 001094 638400 MOTOR VEHICLE EQ. R& | 500                | 1,000             | 694.40       | .00          | .00          | 305.60              | 69.4%       |
| 001094 684000 DUES AND MEMBERSHIPS | 1,000              | 1,000             | 500.00       | .00          | .00          | 500.00              | 50.0%       |
| TOTAL METRPLTN PLANG.              | 175,680            | 234,600           | 122,617.70   | 17,111.14    | 44.26        | 111,937.57          | 52.3%       |
| <b>001095 G/G INS.OTH SER</b>      |                    |                   |              |              |              |                     |             |
| 001095 602500 LEGAL                | 460,000            | 420,000           | 330,141.63   | 50,281.98    | .00          | 89,858.37           | 78.6%       |
| 001095 602700 MEDICAL              | 30,000             | 20,000            | 10,710.00    | .00          | .00          | 9,290.00            | 53.6%       |
| 001095 602701 MEDICAL ANALYSIS-EMP | 384,000            | 384,000           | 322,327.56   | 29,972.67    | 1,520.00     | 60,152.44           | 84.3%       |
| 001095 602900 IN-SERVICE TRAINING  | 0                  | 0                 | 8,925.00     | .00          | .00          | -8,925.00           | 100.0%      |
| 001095 604900 OTHER PROFESSIONAL S | 189,000            | 299,000           | 312,933.31   | 59,145.60    | 7,465.00     | -21,398.56          | 107.2%      |
| 001095 606000 TELEPHONE AND TELEGR | 130,000            | 130,000           | 108,903.41   | 11,993.28    | .00          | 21,096.59           | 83.8%       |
| 001095 607000 POSTAGE              | 42,000             | 27,000            | 23,225.26    | 556.00       | .00          | 3,774.74            | 86.0%       |
| 001095 615500 UNALLOCATED ADVERTIS | 12,000             | 40,000            | 40,000.00    | 5,000.00     | .00          | .00                 | 100.0%      |
| 001095 620000 PRINTING             | 3,000              | 3,000             | 400.35       | .00          | .00          | 2,599.65            | 13.3%       |
| 001095 625500 PUBLIC LIAB/PROPERTY | 520,000            | 520,000           | 500,167.96   | .00          | .00          | 19,832.04           | 96.2%       |
| 001095 626000 BOILER MACHINERY     | 8,000              | 3,000             | 1,184.00     | .00          | .00          | 1,816.00            | 39.5%       |
| 001095 627000 SURETY AND FORGERY B | 6,000              | 6,000             | 1,927.50     | .00          | .00          | 4,072.50            | 32.1%       |
| 001095 683000 PROP.TAX COLL. FEES  | 85,000             | 85,000            | 64,096.14    | 7,530.28     | .00          | 20,903.86           | 75.4%       |
| 001095 683100 PROP.TAX COLL. FEES. | 130,000            | 130,000           | 114,119.62   | 603.88       | .00          | 15,880.38           | 87.8%       |
| 001095 683200 BANK SERV/TRF FEE    | 3,000              | 3,000             | 3,625.55     | 445.42       | .00          | -625.55             | 120.9%      |
| 001095 684000 DUES AND MEMBERSHIPS | 17,000             | 17,000            | 16,119.00    | .00          | .00          | 881.00              | 94.8%       |
| 001095 699900 SERVICES NOT SPECIFI | 16,580             | 23,580            | 10,137.50    | .00          | .00          | 13,442.50           | 43.0%       |
| TOTAL G/G INS.OTH SER              | 2,035,580          | 2,110,580         | 1,868,943.79 | 165,529.11   | 8,985.00     | 232,650.96          | 89.0%       |
| <b>001096 FED PROG ADMIN</b>       |                    |                   |              |              |              |                     |             |
| 001096 400000 REGULAR WAGES        | 0                  | 131,200           | 36,387.19    | 11,308.66    | .00          | 94,812.81           | 27.7%       |



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                        |                      | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------|----------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001096 460000          | STATE RETIREMENT     | 0                  | 22,840            | 6,331.34     | 1,967.70     | .00          | 16,508.66           | 27.7%       |
| 001096 470000          | F.I.C.A. TAXES       | 0                  | 10,040            | 2,649.54     | 813.77       | .00          | 7,390.46            | 26.4%       |
| 001096 480000          | HOSPITALIZATION INS. | 0                  | 21,000            | 4,800.00     | 2,400.00     | .00          | 16,200.00           | 22.9%       |
| 001096 501000          | OTHER EXPENDABLE OFF | 0                  | 900               | 114.48       | .00          | .00          | 785.52              | 12.7%       |
| 001096 502000          | MINOR OFFICE EQUIP/F | 0                  | 2,000             | 950.00       | 950.00       | 540.59       | 509.41              | 74.5%       |
| 001096 611000          | TRAVEL EXPENSE       | 0                  | 24,686            | 2,342.06     | 1,092.66     | 881.06       | 21,462.88           | 13.1%       |
| 001096 684500          | REGISTRATION FEE/TUI | 0                  | 23,439            | 1,070.00     | 695.00       | 595.00       | 21,774.00           | 7.1%        |
| TOTAL FED PROG ADMIN   |                      | 0                  | 236,105           | 54,644.61    | 19,227.79    | 2,016.65     | 179,443.74          | 24.0%       |
| 001100 POLICE/PUB.SFTY |                      |                    |                   |              |              |              |                     |             |
| 001100 400000          | REGULAR WAGES        | 7,376,094          | 7,376,094         | 4,703,191.84 | 473,632.66   | .00          | 2,672,902.16        | 63.8%       |
| 001100 430000          | OVERTIME             | 725,000            | 725,000           | 786,673.54   | 76,303.14    | .00          | -61,673.54          | 108.5%      |
| 001100 460000          | STATE RETIREMENT     | 1,409,590          | 1,409,590         | 945,925.97   | 94,963.54    | .00          | 463,664.03          | 67.1%       |
| 001100 470000          | F.I.C.A. TAXES       | 619,734            | 619,734           | 407,615.73   | 40,764.73    | .00          | 212,118.27          | 65.8%       |
| 001100 480000          | HOSPITALIZATION INS. | 1,428,000          | 1,428,000         | 755,538.58   | 79,613.26    | .00          | 672,461.42          | 52.9%       |
| 001100 500300          | PAPER                | 3,700              | 3,700             | 3,655.80     | 328.23       | .00          | 44.16               | 98.8%       |
| 001100 501000          | OTHER EXPENDABLE OFF | 11,820             | 11,820            | 9,635.43     | 892.04       | 780.35       | 1,403.79            | 88.1%       |
| 001100 501200          | EXPENDABLE OFF.SPL-L | 1,200              | 1,200             | 603.06       | .00          | 9.98         | 586.74              | 51.1%       |
| 001100 505000          | SUBSCRIPTIONS,MAGS,M | 5,300              | 5,300             | 1,215.00     | .00          | .00          | 4,085.00            | 22.9%       |
| 001100 508000          | COMPUTER SUPPLIES    | 5,800              | 11,800            | 11,780.93    | .00          | .00          | 19.07               | 99.8%       |
| 001100 510000          | CLEANING/JANITORIAL  | 8,500              | 8,500             | 3,906.60     | 482.90       | 949.21       | 3,644.08            | 57.1%       |
| 001100 511200          | SUPPLIES-DOJ CORONA  | 44,570             | 44,570            | 3,205.16     | .00          | 378.33       | 40,986.95           | 8.0%        |
| 001100 511500          | FOOD                 | 500                | 500               | 261.96       | 261.96       | .00          | 238.04              | 52.4%       |
| 001100 515000          | FEED FOR ANIMALS     | 4,500              | 4,500             | 2,062.35     | 1,020.00     | 528.15       | 1,909.65            | 57.6%       |
| 001100 525000          | GAS AND OIL          | 287,000            | 287,000           | 235,919.57   | 26,454.20    | 5,709.00     | 45,371.68           | 84.2%       |
| 001100 525700          | DIESEL FUEL          | 2,000              | 2,000             | 1,217.69     | 218.56       | .00          | 782.31              | 60.9%       |
| 001100 535000          | UNIFORMS, BADGES, ET | 45,000             | 45,000            | 33,193.02    | .00          | 10,532.72    | 1,274.08            | 97.2%       |
| 001100 535500          | WEARING APPAREL      | 42,000             | 36,000            | 16,830.22    | 1,058.18     | 12,271.50    | 6,898.44            | 80.8%       |
| 001100 544000          | HORT./LANDSCAPING SP | 1,500              | 1,500             | .00          | .00          | 210.00       | 1,290.00            | 14.0%       |
| 001100 546000          | MINOR EQUIPMENT      | 50,000             | 70,000            | 43,593.91    | 924.79       | 22,493.44    | 3,912.87            | 94.4%       |
| 001100 559000          | OTHER OPERATING MATL | 29,000             | 29,000            | 19,815.91    | 2,606.80     | 5,412.17     | 3,771.86            | 87.0%       |
| 001100 559200          | OTHER OPER.MATLS-D.A | 300                | 300               | 266.12       | .00          | .00          | 33.88               | 88.7%       |
| 001100 559400          | OTHER OPER-VICTIM AD | 1,284              | 1,200             | 266.90       | .00          | .00          | 933.10              | 22.2%       |
| 001100 570000          | MTR VEHICLE REP. PTS | 170,000            | 190,000           | 159,121.02   | 20,183.62    | 26,210.99    | 4,667.68            | 97.5%       |
| 001100 575000          | COMMUNICATION REPAIR | 1,500              | 1,500             | 120.00       | .00          | .00          | 1,380.00            | 8.0%        |
| 001100 602700          | MEDICAL              | 10,000             | 9,200             | 6,645.00     | 300.00       | .00          | 2,555.00            | 72.2%       |
| 001100 603000          | VETERINARIAN         | 5,000              | 5,000             | 1,304.53     | .00          | .00          | 3,695.47            | 26.1%       |
| 001100 604900          | OTHER PROFESSIONAL S | 67,000             | 114,500           | 60,099.55    | 14,772.11    | 12,759.95    | 41,640.50           | 63.6%       |
| 001100 604921          | NOLA EXPENSE         | 0                  | 68,000            | 27,754.15    | .00          | 2,215.49     | 38,030.36           | 44.1%       |
| 001100 606000          | TELEPHONE AND TELEGR | 124,500            | 124,500           | 88,865.97    | 9,843.54     | .00          | 35,634.03           | 71.4%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                     | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED        | MTD EXPENDED      | ENCUMBRANCES      | AVAILABLE<br>BUDGET | PCT<br>USED  |
|-------------------------------------|--------------------|-------------------|---------------------|-------------------|-------------------|---------------------|--------------|
| 001100 606900 NETWORK WIRELESS      | 3,000              | 3,000             | 984.25              | .00               | .00               | 2,015.75            | 32.8%        |
| 001100 611000 TRAVEL EXPENSE        | 15,000             | 32,000            | 30,407.91           | 1,592.39          | .00               | 1,592.15            | 95.0%        |
| 001100 611100 TRVL EXP-TRAFFIC GRA  | 0                  | 0                 | -4.18               | .00               | .00               | 4.18                | 100.0%       |
| 001100 6112MC TRVL EXP - VICTIM'S   | 0                  | 4,518             | 1,503.88            | 1,503.88          | 2,713.10          | 301.02              | 93.3%        |
| 001100 612000 FREIGHT               | 3,000              | 3,000             | 2,313.35            | 106.07            | 325.87            | 360.78              | 88.0%        |
| 001100 626500 AUTOMOBILE INSURANCE  | 14,600             | 19,700            | 19,558.00           | .00               | .00               | 142.00              | 99.3%        |
| 001100 630000 GAS                   | 14,500             | 14,500            | 37,145.19           | 1,841.49          | .00               | -22,645.19          | 256.2%       |
| 001100 630500 ELECTRICITY           | 94,000             | 94,000            | 144,198.47          | 26,138.15         | .00               | -50,198.47          | 153.4%       |
| 001100 636500 OFFICE EQUIPMENT R&M  | 30,000             | 27,000            | 12,630.19           | .00               | .00               | 14,369.76           | 46.8%        |
| 001100 638000 FIXED EQUIPMENT R&M   | 2,500              | 2,500             | 1,758.00            | .00               | .00               | 742.00              | 70.3%        |
| 001100 638400 MOTOR VEHICLE EQ. R&M | 146,000            | 146,900           | 73,244.41           | 15,449.27         | 27,657.15         | 45,998.58           | 68.7%        |
| 001100 639000 COMMUNICATION EQ. R&M | 0                  | 0                 | 5.75                | .00               | .00               | -5.75               | 100.0%       |
| 001100 639400 DISINFECT./EXTERMINA  | 2,500              | 2,500             | 1,612.15            | 670.00            | .00               | 887.85              | 64.5%        |
| 001100 639800 TOW IN CHARGES        | 8,000              | 8,000             | 7,400.00            | 3,060.00          | .00               | 600.00              | 92.5%        |
| 001100 641000 OFFICE EQUIPMENT REN  | 11,500             | 11,500            | 5,395.55            | .00               | .00               | 6,104.45            | 46.9%        |
| 001100 641700 MOTORCYCLE RENT       | 38,000             | 260,000           | 54,000.00           | 13,500.00         | .00               | 206,000.00          | 20.8%        |
| 001100 684000 DUES AND MEMBERSHIPS  | 2,000              | 2,000             | 705.00              | 300.00            | .00               | 1,295.00            | 35.3%        |
| 001100 684500 REGISTRATION FEE/TUI  | 7,000              | 15,100            | 14,046.50           | .00               | 845.00            | 208.50              | 98.6%        |
| 001100 684700 CONTINUING EDUCATION  | 35,000             | 26,500            | 15,352.50           | .00               | .00               | 11,147.50           | 57.9%        |
| 001100 699900 SERVICES NOT SPECIFI  | 0                  | 18,500            | 18,500.00           | .00               | .00               | .00                 | 100.0%       |
| 001100 737500 EQUIP-BYRNE '20       | 8,620              | 8,620             | .00                 | .00               | 8,620.00          | .00                 | 100.0%       |
| 001100 739900 OTHER EQUIPMENT       | 0                  | 422,375           | .00                 | .00               | 210,246.60        | 212,128.40          | 49.8%        |
| 001100 740000 AUTOMOBILES           | 0                  | 105,000           | 104,589.57          | .00               | .00               | 410.13              | 99.6%        |
| <b>TOTAL POLICE/PUB.SFTY</b>        | <b>12,915,612</b>  | <b>13,862,221</b> | <b>8,875,632.00</b> | <b>908,785.51</b> | <b>350,869.00</b> | <b>4,635,719.72</b> | <b>66.6%</b> |
| <b>001131 JOINT P&amp;F TRNG.</b>   |                    |                   |                     |                   |                   |                     |              |
| 001131 400000 REGULAR WAGES         | 24,960             | 28,080            | 19,440.00           | 2,400.00          | .00               | 8,640.00            | 69.2%        |
| 001131 430000 OVERTIME              | 1,800              | 1,800             | 2,519.26            | 303.76            | .00               | -719.26             | 140.0%       |
| 001131 460000 STATE RETIREMENT      | 4,660              | 5,210             | 3,820.92            | 470.46            | .00               | 1,389.08            | 73.3%        |
| 001131 470000 F.I.C.A. TAXES        | 2,050              | 2,290             | 1,652.39            | 203.78            | .00               | 637.61              | 72.2%        |
| 001131 480000 HOSPITALIZATION INS.  | 8,400              | 8,400             | 5,400.00            | 600.00            | .00               | 3,000.00            | 64.3%        |
| 001131 500300 PAPER                 | 875                | 95                | 92.32               | .00               | .00               | 2.68                | 97.2%        |
| 001131 501000 OTHER EXPENDABLE OFF  | 4,850              | 5,650             | 3,081.78            | 528.53            | 278.03            | 2,290.19            | 59.5%        |
| 001131 502000 MINOR OFFICE EQUIP/F  | 1,875              | 1,200             | 1,199.64            | 950.00            | .00               | .36                 | 100.0%       |
| 001131 504000 PHOTO SUPPLIES        | 475                | 1,114             | 1,113.56            | 242.84            | .00               | .44                 | 100.0%       |
| 001131 505000 SUBSCRIPTIONS,MAGS,M  | 100                | 16                | 15.95               | .00               | .00               | .05                 | 99.7%        |
| 001131 507000 BOOKS                 | 1,800              | 449               | 448.85              | .00               | .00               | .15                 | 100.0%       |
| 001131 507100 BOOKS-FIRE            | 2,000              | 3,582             | 3,581.02            | .00               | .00               | .98                 | 100.0%       |
| 001131 510000 CLEANING/JANITORIAL   | 2,800              | 2,400             | 2,383.61            | .00               | .00               | 16.39               | 99.3%        |
| 001131 511500 FOOD                  | 1,200              | 1,200             | 794.48              | .00               | 365.00            | 40.52               | 96.6%        |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001131 511600 FOOD-CIT TRAINING (P | 0                  | 6,086             | 1,390.28     | .00          | .00          | 4,695.72            | 22.8%       |
| 001131 512000 MEDICAL SUPPLIES     | 600                | 1,268             | 1,247.14     | 956.63       | .00          | 20.86               | 98.4%       |
| 001131 535500 WEARING APPAREL      | 1,200              | 1,200             | 1,716.30     | .00          | .00          | -516.30             | 143.0%      |
| 001131 535600 WEARING APPAREL-FIRE | 2,450              | 4,871             | 4,124.89     | 1,359.00     | 599.35       | 146.69              | 97.0%       |
| 001131 545000 HAND TOOLS           | 1,500              | 900               | 891.71       | .00          | .00          | 8.29                | 99.1%       |
| 001131 5460PO MINOR EQUIPMENT-POLI | 5,000              | 5,000             | 4,358.43     | 299.80       | 504.52       | 137.05              | 97.3%       |
| 001131 5460RR MINOR EQUIP REGIONAL | 7,500              | 642               | 641.80       | .00          | .00          | .20                 | 100.0%      |
| 001131 5462FR MINOR EQUIPMENT-FIRE | 5,000              | 4,847             | 4,846.68     | .00          | .00          | .32                 | 100.0%      |
| 001131 546500 SWIFT WATER RESCUE S | 5,000              | 9,450             | 9,445.95     | 9,445.95     | .00          | 4.05                | 100.0%      |
| 001131 546600 HAZ.MAT SUPPLIES     | 8,000              | 2,248             | 2,247.68     | .00          | .00          | .12                 | 100.0%      |
| 001131 559000 OTHER OPERATING MATL | 15,000             | 14,800            | 7,632.93     | 5,528.17     | 1,232.88     | 5,934.19            | 59.9%       |
| 001131 559100 OTHER OPER.MATLS-FUL | 5,000              | 5,000             | 324.67       | .00          | 1,960.00     | 2,715.33            | 45.7%       |
| 001131 560000 BUILDING MATERIALS & | 6,000              | 5,807             | 5,806.22     | 81.28        | .00          | .78                 | 100.0%      |
| 001131 560500 ELECTRICAL SUPPLIES  | 800                | 700               | 220.00       | .00          | .00          | 480.00              | 31.4%       |
| 001131 561000 PLUMBING SUPPLIES    | 2,000              | 115               | 115.00       | .00          | .00          | .00                 | 100.0%      |
| 001131 570000 MTR VEHICLE REP. PTS | 1,200              | 887               | 886.08       | 886.08       | .00          | .92                 | 99.9%       |
| 001131 599000 OTHER REPAIR/MAINT.  | 2,500              | 13,434            | .00          | .00          | 12,580.00    | 854.00              | 93.6%       |
| 001131 607000 POSTAGE              | 100                | 19                | 19.00        | .00          | .00          | .00                 | 100.0%      |
| 001131 6110FR MINOR EQUIPMENT-FIRE | 7,500              | 7,500             | 6,121.58     | 3,840.75     | .00          | 1,378.25            | 81.6%       |
| 001131 6110PO TRAVEL-POLICE        | 5,000              | 4,600             | 750.00       | .00          | .00          | 3,850.00            | 16.3%       |
| 001131 612000 FREIGHT              | 700                | 700               | 345.07       | 20.00        | 232.95       | 121.98              | 82.6%       |
| 001131 630000 GAS                  | 3,700              | 3,700             | 3,279.43     | 159.99       | .00          | 420.57              | 88.6%       |
| 001131 630500 ELECTRICITY          | 16,000             | 16,000            | 12,394.36    | 3,095.64     | .00          | 3,605.64            | 77.5%       |
| 001131 635000 BUILDING R&M         | 5,000              | 9,694             | .00          | .00          | 7,600.00     | 2,094.00            | 78.4%       |
| 001131 638400 MOTOR VEHICLE EQ. R& | 500                | 63                | 62.62        | .00          | .00          | .38                 | 99.4%       |
| 001131 639400 DISINFECT./EXTERMINA | 1,300              | 1,300             | 635.00       | .00          | .00          | 665.00              | 48.8%       |
| 001131 639900 OTHER REPAIRS AND MA | 1,500              | 644               | 643.73       | .00          | .00          | .27                 | 100.0%      |
| 001131 644900 OTHER RENT           | 4,000              | 4,000             | 2,424.76     | 702.29       | .00          | 1,575.24            | 60.6%       |
| 001131 684000 DUES AND MEMBERSHIPS | 650                | 25                | 25.00        | .00          | .00          | .00                 | 100.0%      |
| 001131 6845FR REGISTRATION-FIRE    | 8,000              | 8,000             | 6,898.00     | .00          | 175.00       | 927.00              | 88.4%       |
| 001131 6845PO REGISTRATION-POLICE  | 8,000              | 8,400             | 7,390.00     | 1,790.00     | .00          | 1,010.00            | 88.0%       |
| TOTAL JOINT P&F TRNG.              | 188,545            | 203,386           | 132,428.09   | 33,864.95    | 25,527.73    | 45,429.74           | 77.7%       |

## 001160 FIRE DIVISION

|                                    |           |           |              |            |     |              |       |
|------------------------------------|-----------|-----------|--------------|------------|-----|--------------|-------|
| 001160 400000 REGULAR WAGES        | 5,660,364 | 5,664,104 | 3,873,693.60 | 406,222.37 | .00 | 1,790,410.40 | 68.4% |
| 001160 430000 OVERTIME             | 589,038   | 589,038   | 422,385.38   | 45,065.41  | .00 | 166,652.62   | 71.7% |
| 001160 460000 STATE RETIREMENT     | 1,087,396 | 1,088,056 | 747,517.43   | 78,524.09  | .00 | 340,538.57   | 68.7% |
| 001160 470000 F.I.C.A. TAXES       | 478,079   | 478,369   | 311,722.17   | 32,606.91  | .00 | 166,646.83   | 65.2% |
| 001160 480000 HOSPITALIZATION INS. | 1,125,600 | 1,125,600 | 685,529.18   | 77,400.00  | .00 | 440,070.82   | 60.9% |
| 001160 500300 PAPER                | 500       | 500       | 115.77       | .00        | .00 | 384.23       | 23.2% |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|        |        |                      | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|--------|--------|----------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001160 | 501000 | OTHER EXPENDABLE OFF | 4,400              | 4,400             | 904.33       | .00          | 802.42       | 2,693.01            | 38.8%       |
| 001160 | 502000 | MINOR OFFICE EQUIP/F | 3,500              | 3,500             | 2,832.13     | .00          | .00          | 667.87              | 80.9%       |
| 001160 | 508000 | COMPUTER SUPPLIES    | 900                | 900               | 854.46       | .00          | .00          | 45.54               | 94.9%       |
| 001160 | 510000 | CLEANING/JANITORIAL  | 13,000             | 13,000            | 7,123.94     | 373.54       | 803.64       | 5,072.42            | 61.0%       |
| 001160 | 511000 | HOUSEHOLD SUPPLIES   | 2,500              | 2,500             | 2,197.90     | .00          | 196.88       | 105.22              | 95.8%       |
| 001160 | 512000 | MEDICAL SUPPLIES     | 5,000              | 4,600             | 91.11        | .00          | .00          | 4,508.89            | 2.0%        |
| 001160 | 525000 | GAS AND OIL          | 16,000             | 16,000            | 20,245.03    | 2,417.38     | .00          | -4,245.03           | 126.5%      |
| 001160 | 525700 | DIESEL FUEL          | 45,000             | 45,000            | 41,697.90    | 5,641.73     | .00          | 3,302.10            | 92.7%       |
| 001160 | 535000 | UNIFORMS, BADGES, ET | 48,200             | 48,200            | 21,400.46    | 329.95       | 10,247.07    | 16,552.47           | 65.7%       |
| 001160 | 535500 | WEARING APPAREL      | 15,000             | 15,000            | 2,089.13     | .00          | 12,835.80    | 75.07               | 99.5%       |
| 001160 | 545000 | HAND TOOLS           | 1,450              | 3,550             | 3,382.06     | .00          | .00          | 167.94              | 95.3%       |
| 001160 | 546000 | MINOR EQUIPMENT      | 10,000             | 10,000            | 455.73       | 448.80       | 5,023.04     | 4,521.23            | 54.8%       |
| 001160 | 546200 | MINOR FIRE FIGHTING  | 10,000             | 10,000            | 8,623.20     | 82.64        | .00          | 1,376.80            | 86.2%       |
| 001160 | 547000 | FIRE HOSE            | 5,000              | 5,000             | 2,521.24     | .00          | .00          | 2,478.76            | 50.4%       |
| 001160 | 553500 | SFTY/FIRE P/MATL CON | 5,110              | 5,110             | 4,554.89     | 195.60       | .00          | 555.11              | 89.1%       |
| 001160 | 559000 | OTHER OPERATING MATL | 690                | 1,690             | 927.96       | .00          | .00          | 762.04              | 54.9%       |
| 001160 | 560000 | BUILDING MATERIALS & | 8,000              | 7,000             | 4,873.48     | 46.89        | 802.06       | 1,324.50            | 81.1%       |
| 001160 | 560500 | ELECTRICAL SUPPLIES  | 3,000              | 1,400             | 750.12       | .00          | .00          | 649.88              | 53.6%       |
| 001160 | 561000 | PLUMBING SUPPLIES    | 500                | 500               | 495.65       | .00          | .00          | 4.35                | 99.1%       |
| 001160 | 565000 | PAINT AND PAINTING S | 2,600              | 3,200             | 3,030.28     | .00          | .00          | 169.72              | 94.7%       |
| 001160 | 570000 | MTR VEHICLE REP. PTS | 64,000             | 64,000            | 56,949.60    | 951.05       | 2,663.47     | 4,386.93            | 93.1%       |
| 001160 | 575000 | COMMUNICATION REPAIR | 2,200              | 2,600             | 2,172.00     | 972.00       | .00          | 428.00              | 83.5%       |
| 001160 | 575600 | SCBA REPAIR PTS/SPL  | 5,000              | 4,400             | 187.20       | .00          | .00          | 4,212.80            | 4.3%        |
| 001160 | 599000 | OTHER REPAIR/MAINT.  | 5,000              | 4,500             | 48.95        | .00          | .00          | 4,451.05            | 1.1%        |
| 001160 | 604900 | OTHER PROFESSIONAL S | 15,400             | 11,500            | 6,251.93     | 1,267.58     | 520.00       | 4,728.07            | 58.9%       |
| 001160 | 606000 | TELEPHONE AND TELEGR | 14,000             | 14,000            | 13,911.08    | 1,409.41     | .00          | 88.92               | 99.4%       |
| 001160 | 606900 | NETWORK WIRELESS     | 500                | 4,400             | 3,842.40     | .00          | .00          | 557.60              | 87.3%       |
| 001160 | 611000 | TRAVEL EXPENSE       | 8,000              | 13,000            | 12,584.72    | 9,407.16     | .00          | 415.28              | 96.8%       |
| 001160 | 612000 | FREIGHT              | 4,300              | 4,300             | 2,603.87     | 170.81       | 700.00       | 996.13              | 76.8%       |
| 001160 | 630000 | GAS                  | 20,000             | 20,000            | 19,309.88    | 603.80       | .00          | 690.12              | 96.5%       |
| 001160 | 630500 | ELECTRICITY          | 64,500             | 64,500            | 54,228.23    | 7,732.91     | .00          | 10,271.77           | 84.1%       |
| 001160 | 631500 | WATER                | 354                | 354               | 638.13       | 54.01        | .00          | -284.13             | 180.3%      |
| 001160 | 635000 | BUILDING R&M         | 20,000             | 45,000            | 31,461.03    | 6,049.75     | 10,705.00    | 2,833.97            | 93.7%       |
| 001160 | 635700 | PLUMBING EQUIPMENT R | 5,000              | 5,000             | 4,346.44     | .00          | .00          | 653.56              | 86.9%       |
| 001160 | 636500 | OFFICE EQUIPMENT R&M | 3,000              | 3,000             | 192.00       | .00          | .00          | 2,808.00            | 6.4%        |
| 001160 | 638000 | FIXED EQUIPMENT R&M  | 6,025              | 6,025             | 3,248.43     | .00          | .00          | 2,776.57            | 53.9%       |
| 001160 | 638400 | MOTOR VEHICLE EQ. R& | 50,000             | 50,000            | 40,864.83    | 1,802.82     | 142.00       | 8,993.17            | 82.0%       |
| 001160 | 638700 | AGRICULTURAL EQ. R&M | 500                | 500               | 92.96        | .00          | .00          | 407.04              | 18.6%       |
| 001160 | 638900 | SCBA EQUIP. R&M      | 10,550             | 10,550            | 7,787.50     | 51.40        | .00          | 2,762.50            | 73.8%       |
| 001160 | 639000 | COMMUNICATION EQ. R& | 10,000             | 10,000            | 2,411.50     | .00          | 4,200.00     | 3,388.50            | 66.1%       |
| 001160 | 639400 | DISINFECT./EXTERMINA | 2,000              | 2,000             | 1,485.00     | .00          | .00          | 515.00              | 74.3%       |
| 001160 | 641000 | OFFICE EQUIPMENT REN | 5,000              | 5,000             | 3,032.03     | 254.40       | .00          | 1,967.97            | 60.6%       |
| 001160 | 642500 | CYLINDER RENT        | 4,000              | 4,000             | 2,092.06     | 267.62       | .00          | 1,907.94            | 52.3%       |
| 001160 | 643500 | MOP-MAT-RAG RENT     | 1,000              | 1,000             | 392.06       | 37.36        | .00          | 607.94              | 39.2%       |



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001160 684000 DUES AND MEMBERSHIPS | 1,330              | 1,330             | 90.00        | .00          | .00          | 1,240.00            | 6.8%        |
| 001160 684500 REGISTRATION FEE/TUI | 1,550              | 1,550             | 1,125.00     | .00          | .00          | 425.00              | 72.6%       |
| 001160 684700 CONTINUING EDUCATION | 15,000             | 15,000            | 2,274.00     | .00          | .00          | 12,726.00           | 15.2%       |
| TOTAL FIRE DIVISION                | 9,479,036          | 9,513,726         | 6,443,637.36 | 680,387.39   | 49,641.38    | 3,020,447.06        | 68.3%       |
| 001180 LAND DEVEL.ADM.             |                    |                   |              |              |              |                     |             |
| 001180 400000 REGULAR WAGES        | 452,700            | 452,700           | 293,983.09   | 27,175.41    | .00          | 158,716.91          | 64.9%       |
| 001180 430000 OVERTIME             | 0                  | 0                 | 83.20        | .00          | .00          | -83.20              | 100.0%      |
| 001180 460000 STATE RETIREMENT     | 78,770             | 78,770            | 51,312.19    | 4,733.33     | .00          | 27,457.81           | 65.1%       |
| 001180 470000 F.I.C.A. TAXES       | 34,640             | 34,640            | 21,493.18    | 1,956.88     | .00          | 13,146.82           | 62.0%       |
| 001180 480000 HOSPITALIZATION INS. | 109,200            | 109,200           | 57,938.01    | 6,600.00     | .00          | 51,261.99           | 53.1%       |
| 001180 500300 PAPER                | 1,575              | 1,575             | 245.28       | 55.53        | .00          | 1,329.72            | 15.6%       |
| 001180 501000 OTHER EXPENDABLE OFF | 2,300              | 2,300             | 1,325.90     | .00          | .00          | 974.10              | 57.6%       |
| 001180 502000 MINOR OFFICE EQUIP/F | 1,600              | 1,600             | 1,549.51     | 1,026.98     | .00          | 50.49               | 96.8%       |
| 001180 505000 SUBSCRIPTIONS,MAGS,M | 900                | 900               | .00          | .00          | 455.40       | 444.60              | 50.6%       |
| 001180 511100 SUPPLIES - COVID 19  | 200                | 200               | 29.98        | .00          | .00          | 170.02              | 15.0%       |
| 001180 525000 GAS AND OIL          | 9,500              | 9,500             | 7,727.00     | 922.74       | .00          | 1,773.00            | 81.3%       |
| 001180 535500 WEARING APPAREL      | 2,500              | 2,500             | 2,019.16     | .00          | .00          | 480.84              | 80.8%       |
| 001180 546000 MINOR EQUIPMENT      | 660                | 660               | 18.96        | .00          | .00          | 641.04              | 2.9%        |
| 001180 570000 MTR VEHICLE REP. PTS | 8,000              | 8,000             | 1,749.09     | -3,006.93    | .00          | 6,250.91            | 21.9%       |
| 001180 601300 DEMOLITION           | 80,000             | 130,000           | 61,008.70    | .00          | .00          | 68,991.30           | 46.9%       |
| 001180 601400 ASBESTOS REMOVAL     | 3,000              | 3,000             | 1,128.75     | .00          | .00          | 1,871.25            | 37.6%       |
| 001180 601600 TITLE OPINIONS       | 9,600              | 9,600             | 2,500.00     | 1,500.00     | .00          | 7,100.00            | 26.0%       |
| 001180 601800 LOT CLEARING         | 70,000             | 80,000            | 73,757.74    | 8,573.34     | .00          | 6,242.26            | 92.2%       |
| 001180 602300 ABSTRACTING & RECORD | 4,000              | 4,000             | 3,497.00     | 208.00       | .00          | 503.00              | 87.4%       |
| 001180 604900 OTHER PROFESSIONAL S | 9,000              | 8,506             | 8,263.18     | 500.00       | .00          | 242.82              | 97.1%       |
| 001180 606000 TELEPHONE AND TELEGR | 10,000             | 10,000            | 7,860.22     | 914.53       | .00          | 2,139.78            | 78.6%       |
| 001180 611000 TRAVEL EXPENSE       | 5,000              | 5,000             | 819.40       | .00          | 929.68       | 3,250.59            | 35.0%       |
| 001180 615000 ADVERTISING          | 100                | 594               | 593.40       | .00          | .00          | .60                 | 99.9%       |
| 001180 620000 PRINTING             | 3,000              | 3,000             | 172.54       | .00          | .00          | 2,827.46            | 5.8%        |
| 001180 638400 MOTOR VEHICLE EQ. R& | 4,500              | 4,500             | 874.19       | 439.95       | .00          | 3,625.81            | 19.4%       |
| 001180 639800 TOW IN CHARGES       | 200                | 1,000             | 735.00       | .00          | .00          | 265.00              | 73.5%       |
| 001180 644900 OTHER RENT           | 3,600              | 3,600             | 3,095.80     | .00          | .00          | 504.20              | 86.0%       |
| 001180 684000 DUES AND MEMBERSHIPS | 3,100              | 3,100             | 1,065.00     | 525.00       | .00          | 2,035.00            | 34.4%       |
| 001180 684500 REGISTRATION FEE/TUI | 3,000              | 3,000             | 808.46       | 600.00       | 430.00       | 1,761.54            | 41.3%       |
| TOTAL LAND DEVEL.ADM.              | 910,645            | 971,445           | 605,653.93   | 52,724.76    | 1,815.08     | 363,975.66          | 62.5%       |
| 001190 P/S CONTRAC.SER             |                    |                   |              |              |              |                     |             |
| 001190 430000 OVERTIME             | 300,000            | 300,000           | 124,642.83   | 12,642.77    | .00          | 175,357.17          | 41.5%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                       |        |                      | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|-----------------------|--------|----------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001190                | 460000 | STATE RETIREMENT     | 29,300             | 29,300            | 21,687.74    | 2,199.84     | .00          | 7,612.26            | 74.0%       |
| 001190                | 470000 | F.I.C.A. TAXES       | 14,000             | 14,000            | 9,170.41     | 931.68       | .00          | 4,829.59            | 65.5%       |
| 001190                | 480000 | HOSPITALIZATION INS. | 30,000             | 30,000            | 12,413.41    | 1,391.74     | .00          | 17,586.59           | 41.4%       |
| 001190                | 602700 | MEDICAL              | 40,000             | 40,000            | 32,093.96    | 14,333.76    | .00          | 7,906.04            | 80.2%       |
| 001190                | 681500 | JAIL EXPENSE         | 650,000            | 650,000           | 564,680.88   | 81,502.32    | .00          | 85,319.12           | 86.9%       |
| 001190                | 686500 | EMERGENCY MGMT.CONTR | 140,000            | 140,000           | 105,000.00   | .00          | .00          | 35,000.00           | 75.0%       |
| 001190                | 699900 | SERVICES NOT SPECIFI | 175,000            | 175,000           | 150,000.00   | .00          | .00          | 25,000.00           | 85.7%       |
| TOTAL P/S CONTRAC.SER |        |                      | 1,378,300          | 1,378,300         | 1,019,689.23 | 113,002.11   | .00          | 358,610.77          | 74.0%       |
| 001191 TRAFFIC MAINT. |        |                      |                    |                   |              |              |              |                     |             |
| 001191                | 400000 | REGULAR WAGES        | 152,570            | 152,570           | 108,302.45   | 11,646.04    | .00          | 44,267.55           | 71.0%       |
| 001191                | 430000 | OVERTIME             | 8,500              | 8,500             | 17,022.05    | 2,052.19     | .00          | -8,522.05           | 200.3%      |
| 001191                | 460000 | STATE RETIREMENT     | 28,030             | 28,030            | 21,893.17    | 2,393.13     | .00          | 6,136.83            | 78.1%       |
| 001191                | 470000 | F.I.C.A. TAXES       | 12,330             | 12,330            | 9,164.99     | 1,000.97     | .00          | 3,165.01            | 74.3%       |
| 001191                | 480000 | HOSPITALIZATION INS. | 42,000             | 42,000            | 27,000.00    | 3,000.00     | .00          | 15,000.00           | 64.3%       |
| 001191                | 501000 | OTHER EXPENDABLE OFF | 1,200              | 1,200             | 749.62       | .00          | .00          | 450.38              | 62.5%       |
| 001191                | 508000 | COMPUTER SUPPLIES    | 600                | 600               | 192.47       | .00          | .00          | 407.53              | 32.1%       |
| 001191                | 511000 | HOUSEHOLD SUPPLIES   | 1,500              | 1,500             | 363.19       | .00          | .00          | 1,136.81            | 24.2%       |
| 001191                | 525000 | GAS AND OIL          | 11,000             | 11,000            | 8,428.34     | 939.75       | .00          | 2,571.66            | 76.6%       |
| 001191                | 525700 | DIESEL FUEL          | 2,000              | 2,000             | 736.33       | 120.23       | .00          | 1,263.67            | 36.8%       |
| 001191                | 535500 | WEARING APPAREL      | 700                | 700               | 451.06       | .00          | .00          | 248.94              | 64.4%       |
| 001191                | 545000 | HAND TOOLS           | 1,500              | 2,600             | 2,518.67     | .00          | 79.99        | 1.34                | 99.9%       |
| 001191                | 546000 | MINOR EQUIPMENT      | 1,000              | 3,100             | 2,987.13     | .00          | 2,333.50     | -2,220.63           | 171.6%      |
| 001191                | 554000 | TRAFFIC CONTROL EQ.  | 59,900             | 94,500            | 32,691.88    | 6,046.83     | 33,847.69    | 27,960.43           | 70.4%       |
| 001191                | 554500 | TRAFFIC SIGNS        | 35,000             | 34,500            | 12,217.88    | 104.50       | 3,951.50     | 18,330.62           | 46.9%       |
| 001191                | 555000 | STREET MARKING SUPPL | 6,000              | 6,000             | 72.00        | .00          | .00          | 5,928.00            | 1.2%        |
| 001191                | 559000 | OTHER OPERATING MATL | 1,000              | 1,900             | 939.79       | 654.00       | .00          | 960.21              | 49.5%       |
| 001191                | 560000 | BUILDING MATERIALS & | 2,000              | 2,000             | 987.00       | .00          | .00          | 1,013.00            | 49.4%       |
| 001191                | 565000 | PAINT AND PAINTING S | 8,000              | 8,000             | 175.68       | .00          | .00          | 7,824.50            | 2.2%        |
| 001191                | 570000 | MTR VEHICLE REP. PTS | 14,000             | 11,900            | 3,662.84     | 1,544.39     | 177.90       | 8,059.26            | 32.3%       |
| 001191                | 599000 | OTHER REPAIR/MAINT.  | 500                | 500               | 72.63        | .00          | .00          | 427.37              | 14.5%       |
| 001191                | 606000 | TELEPHONE AND TELEGR | 1,500              | 1,500             | 642.07       | 70.97        | .00          | 857.93              | 42.8%       |
| 001191                | 611000 | TRAVEL EXPENSE       | 700                | 700               | 248.94       | .00          | .00          | 451.06              | 35.6%       |
| 001191                | 612000 | FREIGHT              | 2,000              | 2,000             | 88.19        | .00          | .00          | 1,911.81            | 4.4%        |
| 001191                | 630000 | GAS                  | 2,000              | 2,000             | 1,197.24     | 42.27        | .00          | 802.76              | 59.9%       |
| 001191                | 630500 | ELECTRICITY          | 16,500             | 16,500            | 11,550.04    | 1,706.97     | .00          | 4,949.96            | 70.0%       |
| 001191                | 636500 | OFFICE EQUIPMENT R&M | 800                | 800               | 725.00       | 725.00       | .00          | 75.00               | 90.6%       |
| 001191                | 637500 | TRAFFIC CONTROL EQ.  | 57,000             | 57,000            | 22,600.00    | .00          | 1,520.00     | 32,880.00           | 42.3%       |
| 001191                | 638400 | MOTOR VEHICLE EQ. R& | 10,000             | 10,000            | 109.95       | .00          | 6,821.00     | 3,069.05            | 69.3%       |
| 001191                | 639400 | DISINFECT./EXTERMINA | 700                | 700               | 480.00       | .00          | .00          | 220.00              | 68.6%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                       | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|---------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001191 639800 TOW IN CHARGES          | 600                | 600               | 85.00        | .00          | .00          | 515.00              | 14.2%       |
| 001191 643000 UNIFORM RENT            | 3,000              | 3,000             | 936.18       | 100.00       | .00          | 2,063.82            | 31.2%       |
| 001191 643500 MOP-MAT-RAG RENT        | 800                | 800               | 425.12       | 63.50        | .00          | 374.88              | 53.1%       |
| 001191 684500 REGISTRATION FEE/TUI    | 1,000              | 1,400             | 1,367.72     | .00          | .00          | 32.28               | 97.7%       |
| 001191 687000 CUSTODIAL SERVICE       | 7,000              | 7,000             | 2,925.00     | .00          | 2,775.00     | 1,300.00            | 81.4%       |
| TOTAL TRAFFIC MAINT.                  | 492,930            | 529,430           | 294,009.62   | 32,210.74    | 51,506.58    | 183,913.98          | 65.3%       |
| 001201 STREET DIV.                    |                    |                   |              |              |              |                     |             |
| 001201 400000 REGULAR WAGES           | 625,900            | 625,900           | 415,915.67   | 43,116.01    | .00          | 209,984.33          | 66.5%       |
| 001201 430000 OVERTIME                | 15,000             | 15,000            | 5,831.50     | 787.58       | .00          | 9,168.50            | 38.9%       |
| 001201 460000 STATE RETIREMENT        | 111,520            | 111,520           | 73,557.53    | 7,658.49     | .00          | 37,962.47           | 66.0%       |
| 001201 470000 F.I.C.A. TAXES          | 49,030             | 49,030            | 31,485.74    | 3,274.38     | .00          | 17,544.26           | 64.2%       |
| 001201 480000 HOSPITALIZATION INS.    | 151,200            | 151,200           | 85,500.00    | 10,200.00    | .00          | 65,700.00           | 56.5%       |
| 001201 501000 OTHER EXPENDABLE OFF    | 500                | 500               | 387.24       | .00          | .00          | 112.76              | 77.4%       |
| 001201 502000 MINOR OFFICE EQUIP/F    | 2,500              | 2,500             | 945.55       | .00          | .00          | 1,554.45            | 37.8%       |
| 001201 510000 CLEANING/JANITORIAL     | 3,000              | 5,000             | 3,493.99     | .00          | 843.20       | 662.31              | 86.8%       |
| 001201 511000 HOUSEHOLD SUPPLIES      | 1,000              | 1,000             | 855.19       | .00          | 25.00        | 120.06              | 88.0%       |
| 001201 511100 SUPPLIES - COVID 19     | 0                  | 2,000             | 1,120.03     | .00          | .00          | 880.00              | 56.0%       |
| 001201 513000 CHEMICALS               | 8,000              | 6,000             | 4,839.95     | 2,860.00     | .00          | 1,160.05            | 80.7%       |
| 001201 525000 GAS AND OIL             | 23,000             | 23,000            | 23,012.24    | 4,498.31     | .00          | -12.24              | 100.1%      |
| 001201 525500 LUBRICANTS              | 2,500              | 2,500             | 132.40       | 132.40       | .00          | 2,367.60            | 5.3%        |
| 001201 525700 DIESEL FUEL             | 25,000             | 25,000            | 27,193.26    | 3,210.90     | .00          | -2,193.26           | 108.8%      |
| 001201 535500 WEARING APPAREL         | 3,800              | 3,800             | 1,243.12     | .00          | .00          | 2,556.58            | 32.7%       |
| 001201 540000 ASPHALT & ASPHALT PR    | 40,000             | 64,000            | 37,903.99    | 6,328.58     | 24,812.75    | 1,283.74            | 98.0%       |
| 001201 540500 CONCRETE, CEMENT, ET    | 25,000             | 24,400            | 8,225.18     | 959.00       | 2,520.00     | 13,654.67           | 44.0%       |
| 001201 541000 BRICK, STONE, MORTAR, E | 25,000             | 16,000            | 9,923.08     | 1,984.50     | 360.00       | 5,716.92            | 64.3%       |
| 001201 541500 SAND, CLAY, GRVL, FILL  | 9,000              | 9,000             | 7,517.54     | .00          | 80.00        | 1,402.46            | 84.4%       |
| 001201 542000 DRAINAGE PIPE & CULV    | 8,000              | 8,000             | 6,772.12     | .00          | .00          | 1,227.88            | 84.7%       |
| 001201 545000 HAND TOOLS              | 5,000              | 5,000             | 929.52       | .00          | .00          | 4,070.48            | 18.6%       |
| 001201 546000 MINOR EQUIPMENT         | 5,500              | 5,500             | 3,449.54     | .00          | .00          | 2,050.46            | 62.7%       |
| 001201 559000 OTHER OPERATING MATL    | 20,000             | 25,600            | 20,568.71    | 11,488.60    | .00          | 5,031.09            | 80.3%       |
| 001201 560000 BUILDING MATERIALS &    | 5,000              | 5,000             | 3,015.87     | .00          | .00          | 1,983.63            | 60.3%       |
| 001201 560500 ELECTRICAL SUPPLIES     | 1,800              | 1,800             | 1,561.90     | .00          | .00          | 238.10              | 86.8%       |
| 001201 561000 PLUMBING SUPPLIES       | 400                | 400               | 138.89       | .00          | .00          | 261.11              | 34.7%       |
| 001201 565000 PAINT AND PAINTING S    | 1,200              | 1,200             | 383.58       | .00          | .00          | 816.54              | 32.0%       |
| 001201 570000 MTR VEHICLE REP. PTS    | 88,000             | 91,000            | 81,452.75    | 1,993.08     | 9,401.03     | 146.26              | 99.8%       |
| 001201 575500 AGRICLTR REPAIR PTS     | 15,000             | 15,000            | 8,295.32     | 459.90       | 1,335.60     | 5,369.47            | 64.2%       |
| 001201 604900 OTHER PROFESSIONAL S    | 115,800            | 120,900           | 81,387.18    | 17,772.74    | 38,515.00    | 997.32              | 99.2%       |
| 001201 611000 TRAVEL EXPENSE          | 2,000              | 2,000             | 664.70       | .00          | .00          | 1,335.30            | 33.2%       |
| 001201 612000 FREIGHT                 | 3,000              | 2,000             | 443.96       | 120.00       | 629.94       | 926.10              | 53.7%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001201 636099 LONG RANGE PAVING PL | 1,120,254          | 1,448,254         | 1,173,370.97 | 400,916.04   | 119,113.00   | 155,770.17          | 89.2%       |
| 001201 638400 MOTOR VEHICLE EQ. R& | 30,000             | 36,000            | 27,939.92    | 2,974.69     | 1,125.16     | 6,934.92            | 80.7%       |
| 001201 638700 AGRICULTURAL EQ. R&M | 20,000             | 41,000            | 39,343.30    | 1,247.83     | 1,564.47     | 92.45               | 99.8%       |
| 001201 639800 TOW IN CHARGES       | 1,500              | 2,900             | 2,025.00     | 650.00       | 75.00        | 800.00              | 72.4%       |
| 001201 639900 OTHER REPAIRS AND MA | 10,000             | 4,000             | 3,900.00     | .00          | .00          | 100.00              | 97.5%       |
| 001201 643000 UNIFORM RENT         | 14,000             | 14,000            | 13,205.19    | 1,645.13     | .00          | 794.81              | 94.3%       |
| 001201 684000 DUES AND MEMBERSHIPS | 600                | 600               | 70.00        | .00          | .00          | 530.00              | 11.7%       |
| 001201 684500 REGISTRATION FEE/TUI | 2,600              | 600               | 175.00       | .00          | .00          | 425.00              | 29.2%       |
| TOTAL STREET DIV.                  | 2,590,604          | 2,968,104         | 2,208,176.62 | 524,278.16   | 200,400.15   | 559,526.75          | 81.1%       |
| <b>001202 STREET LIGHTS</b>        |                    |                   |              |              |              |                     |             |
| 001202 630500 ELECTRICITY          | 1,340,000          | 1,340,000         | 1,017,442.41 | 123,041.58   | .00          | 322,557.59          | 75.9%       |
| TOTAL STREET LIGHTS                | 1,340,000          | 1,340,000         | 1,017,442.41 | 123,041.58   | .00          | 322,557.59          | 75.9%       |
| <b>001203 ENGR/PUBLIC SER</b>      |                    |                   |              |              |              |                     |             |
| 001203 400000 REGULAR WAGES        | 392,870            | 397,120           | 277,852.14   | 30,812.80    | .00          | 119,267.86          | 70.0%       |
| 001203 430000 OVERTIME             | 800                | 800               | 457.94       | 39.39        | .00          | 342.06              | 57.2%       |
| 001203 460000 STATE RETIREMENT     | 68,500             | 69,240            | 48,512.60    | 5,377.91     | .00          | 20,727.40           | 70.1%       |
| 001203 470000 F.I.C.A. TAXES       | 30,120             | 30,450            | 20,438.06    | 2,265.47     | .00          | 10,011.94           | 67.1%       |
| 001203 480000 HOSPITALIZATION INS. | 67,200             | 67,200            | 38,400.00    | 4,800.00     | .00          | 28,800.00           | 57.1%       |
| 001203 500300 PAPER                | 400                | 400               | 179.45       | .00          | 78.44        | 142.54              | 64.4%       |
| 001203 501000 OTHER EXPENDABLE OFF | 2,700              | 2,700             | 1,816.21     | .00          | 326.44       | 557.37              | 79.4%       |
| 001203 502000 MINOR OFFICE EQUIP/F | 1,000              | 1,000             | 605.48       | .00          | .00          | 394.13              | 60.6%       |
| 001203 505000 SUBSCRIPTIONS,MAGS,M | 450                | 450               | 455.40       | .00          | .00          | -5.40               | 101.2%      |
| 001203 508000 COMPUTER SUPPLIES    | 5,000              | 5,000             | 1,111.75     | .00          | .00          | 3,887.91            | 22.2%       |
| 001203 525000 GAS AND OIL          | 2,200              | 2,200             | 899.25       | 244.25       | .00          | 1,300.75            | 40.9%       |
| 001203 546000 MINOR EQUIPMENT      | 250                | 240               | 226.08       | .00          | .00          | 13.92               | 94.2%       |
| 001203 559000 OTHER OPERATING MATL | 200                | 210               | 89.39        | .00          | .00          | 121.00              | 42.5%       |
| 001203 560000 BUILDING MATERIALS & | 300                | 300               | 124.50       | .00          | 9.95         | 165.55              | 44.8%       |
| 001203 570000 MTR VEHICLE REP. PTS | 1,100              | 1,100             | 144.91       | .00          | 155.00       | 800.09              | 27.3%       |
| 001203 599000 OTHER REPAIR/MAINT.  | 100                | 100               | 18.95        | 18.95        | 7.00         | 74.05               | 26.0%       |
| 001203 601500 ENGINEERING          | 186,672            | 181,507           | 83,676.57    | 9,638.33     | .00          | 97,830.43           | 46.1%       |
| 001203 602300 ABSTRACTING & RECORD | 500                | 500               | 313.00       | 26.00        | .00          | 187.00              | 62.6%       |
| 001203 604900 OTHER PROFESSIONAL S | 86,500             | 86,500            | 29,315.10    | 2,465.10     | 38,500.00    | 18,684.90           | 78.4%       |
| 001203 606000 TELEPHONE AND TELEGR | 3,300              | 3,300             | 2,393.56     | 265.34       | .00          | 906.44              | 72.5%       |
| 001203 607000 POSTAGE              | 1,250              | 1,250             | 761.34       | 100.59       | .00          | 488.66              | 60.9%       |



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001203 611000 TRAVEL EXPENSE       | 1,900              | 6,900             | 1,153.25     | .00          | 2,044.00     | 3,702.75            | 46.3%       |
| 001203 613000 MESSENGER/EXPRESS SE | 400                | 400               | 29.28        | .00          | .00          | 370.72              | 7.3%        |
| 001203 615000 ADVERTISING          | 700                | 765               | 762.38       | .00          | .00          | 2.62                | 99.7%       |
| 001203 620000 PRINTING             | 300                | 400               | 351.35       | .00          | .00          | 48.65               | 87.8%       |
| 001203 630000 GAS                  | 1,200              | 1,200             | 1,068.43     | 55.87        | .00          | 131.57              | 89.0%       |
| 001203 630500 ELECTRICITY          | 6,500              | 6,500             | 3,775.37     | 657.02       | .00          | 2,724.63            | 58.1%       |
| 001203 635000 BUILDING R&M         | 1,400              | 1,400             | 259.00       | .00          | .00          | 1,141.00            | 18.5%       |
| 001203 638200 MINOR EQUIPMENT R&M  | 1,000              | 1,000             | 49.62        | .00          | .00          | 950.38              | 5.0%        |
| 001203 638400 MOTOR VEHICLE EQ. R& | 1,000              | 1,000             | 388.55       | .00          | .00          | 611.45              | 38.9%       |
| 001203 639400 DISINFECT./EXTERMINA | 750                | 750               | 465.00       | .00          | .00          | 285.00              | 62.0%       |
| 001203 641000 OFFICE EQUIPMENT REN | 4,000              | 4,000             | 2,167.21     | .00          | .00          | 1,832.79            | 54.2%       |
| 001203 684000 DUES AND MEMBERSHIPS | 500                | 500               | 170.00       | .00          | .00          | 330.00              | 34.0%       |
| 001203 684500 REGISTRATION FEE/TUI | 2,450              | 2,450             | 1,169.00     | .00          | 275.00       | 1,006.00            | 58.9%       |
| 001203 687000 CUSTODIAL SERVICE    | 5,940              | 6,965             | 3,825.00     | .00          | 3,075.00     | 65.00               | 99.1%       |
| TOTAL ENGR/PUBLIC SER              | 879,452            | 885,797           | 523,425.12   | 56,767.02    | 44,470.83    | 317,901.16          | 64.1%       |
| <b>001204 SHOP DIVISION</b>        |                    |                   |              |              |              |                     |             |
| 001204 400000 REGULAR WAGES        | 301,620            | 301,620           | 181,952.16   | 18,141.54    | .00          | 119,667.84          | 60.3%       |
| 001204 430000 OVERTIME             | 16,000             | 16,000            | 5,359.90     | 1,807.98     | .00          | 10,640.10           | 33.5%       |
| 001204 460000 STATE RETIREMENT     | 55,266             | 55,266            | 32,679.05    | 3,480.86     | .00          | 22,586.95           | 59.1%       |
| 001204 470000 F.I.C.A. TAXES       | 24,300             | 24,300            | 13,599.94    | 1,449.57     | .00          | 10,700.06           | 56.0%       |
| 001204 480000 HOSPITALIZATION INS. | 67,200             | 67,200            | 33,849.35    | 3,600.00     | .00          | 33,350.65           | 50.4%       |
| 001204 502000 MINOR OFFICE EQUIP/F | 800                | 1,300             | 950.00       | .00          | .00          | 350.00              | 73.1%       |
| 001204 512000 MEDICAL SUPPLIES     | 350                | 350               | 215.14       | .00          | .00          | 134.86              | 61.5%       |
| 001204 513000 CHEMICALS            | 8,000              | 7,500             | 1,821.12     | 51.48        | .00          | 5,678.88            | 24.3%       |
| 001204 525000 GAS AND OIL          | 2,500              | 2,500             | 476.12       | .00          | .00          | 2,023.88            | 19.0%       |
| 001204 525500 LUBRICANTS           | 4,600              | 4,100             | 3,436.00     | .00          | .00          | 664.00              | 83.8%       |
| 001204 525700 DIESEL FUEL          | 2,500              | 2,500             | 307.54       | 69.00        | .00          | 2,192.46            | 12.3%       |
| 001204 545000 HAND TOOLS           | 2,000              | 1,080             | 540.11       | 137.34       | .00          | 539.89              | 50.0%       |
| 001204 546000 MINOR EQUIPMENT      | 1,500              | 1,920             | 1,375.00     | .00          | 419.99       | 125.01              | 93.5%       |
| 001204 559000 OTHER OPERATING MATL | 4,000              | 5,300             | 4,230.25     | 267.67       | 421.58       | 648.17              | 87.8%       |
| 001204 560000 BUILDING MATERIALS & | 1,000              | 700               | 175.31       | .00          | .00          | 524.69              | 25.0%       |
| 001204 560500 ELECTRICAL SUPPLIES  | 1,000              | 1,000             | 809.54       | 145.50       | .00          | 190.46              | 81.0%       |
| 001204 561000 PLUMBING SUPPLIES    | 300                | 300               | 187.28       | .00          | .00          | 112.72              | 62.4%       |
| 001204 570000 MTR VEHICLE REP. PTS | 3,000              | 3,500             | 2,603.37     | 68.84        | 365.57       | 531.06              | 84.8%       |
| 001204 577000 EXPENDABLE WELDING S | 2,300              | 1,800             | 486.86       | .00          | .00          | 1,313.14            | 27.0%       |
| 001204 599000 OTHER REPAIR/MAINT.  | 1,000              | 1,000             | 331.00       | .00          | .00          | 669.00              | 33.1%       |
| 001204 630000 GAS                  | 11,000             | 11,000            | 9,696.47     | 108.13       | .00          | 1,303.53            | 88.1%       |
| 001204 630500 ELECTRICITY          | 20,000             | 20,000            | 22,085.44    | 3,291.72     | .00          | -2,085.44           | 110.4%      |
| 001204 635500 ELECTRICAL R&M       | 0                  | 1,200             | .00          | .00          | 1,160.00     | 40.00               | 96.7%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001204 638400 MOTOR VEHICLE EQ. R& | 0                  | 1,000             | 251.95       | .00          | .00          | 748.05              | 25.2%       |
| 001204 639400 DISINFECT./EXTERMINA | 0                  | 0                 | 921.65       | 75.00        | .00          | -921.65             | 100.0%      |
| 001204 642500 CYLINDER RENT        | 5,000              | 5,000             | 2,658.74     | .00          | .00          | 2,341.26            | 53.2%       |
| 001204 643000 UNIFORM RENT         | 5,000              | 5,000             | 3,135.84     | 236.44       | .00          | 1,864.16            | 62.7%       |
| TOTAL SHOP DIVISION                | 540,236            | 542,436           | 324,135.13   | 32,931.07    | 2,367.14     | 215,933.73          | 60.2%       |
| 001205 G O & F S DIV.              |                    |                   |              |              |              |                     |             |
| 001205 501000 OTHER EXPENDABLE OFF | 800                | 800               | 233.30       | .00          | .00          | 566.70              | 29.2%       |
| 001205 510000 CLEANING/JANITORIAL  | 600                | 600               | 570.82       | .00          | .00          | 29.18               | 95.1%       |
| 001205 525000 GAS AND OIL          | 0                  | 0                 | 50.00        | .00          | .00          | -50.00              | 100.0%      |
| 001205 604900 OTHER PROFESSIONAL S | 14,000             | 14,000            | 4,918.64     | 835.21       | .00          | 9,081.36            | 35.1%       |
| 001205 606000 TELEPHONE AND TELEGR | 8,500              | 8,500             | 8,338.59     | .00          | .00          | 161.41              | 98.1%       |
| 001205 630500 ELECTRICITY          | 500                | 500               | 639.76       | 76.11        | .00          | -139.76             | 128.0%      |
| 001205 639400 DISINFECT./EXTERMINA | 1,500              | 1,500             | 940.00       | .00          | .00          | 560.00              | 62.7%       |
| TOTAL G O & F S DIV.               | 25,900             | 25,900            | 15,691.11    | 911.32       | .00          | 10,208.89           | 60.6%       |
| 001206 DRAINAGE DIV.               |                    |                   |              |              |              |                     |             |
| 001206 525000 GAS AND OIL          | 5,000              | 5,000             | 4,007.78     | 598.29       | .00          | 992.22              | 80.2%       |
| 001206 525700 DIESEL FUEL          | 500                | 500               | 711.81       | 27.72        | .00          | -211.81             | 142.4%      |
| 001206 606000 TELEPHONE AND TELEGR | 18,000             | 18,000            | 9,945.34     | 1,999.36     | .00          | 8,054.66            | 55.3%       |
| 001206 721501 FACILITIES IMPROVEME | 150,000            | 150,000           | 8,428.21     | .00          | .00          | 141,571.79          | 5.6%        |
| 001206 729500 OTHER IMPROVEMENTS   | 400,000            | 400,000           | 170,882.43   | 32,242.78    | 77,237.22    | 151,880.67          | 62.0%       |
| TOTAL DRAINAGE DIV.                | 573,500            | 573,500           | 193,975.57   | 34,868.15    | 77,237.22    | 302,287.53          | 47.3%       |
| 001207 CONSTRUCTION                |                    |                   |              |              |              |                     |             |
| 001207 400000 REGULAR WAGES        | 373,640            | 413,640           | 278,060.59   | 30,438.22    | .00          | 135,579.41          | 67.2%       |
| 001207 430000 OVERTIME             | 12,000             | 12,000            | 8,016.32     | 872.87       | .00          | 3,983.68            | 66.8%       |
| 001207 460000 STATE RETIREMENT     | 67,110             | 74,070            | 49,950.90    | 5,467.42     | .00          | 24,119.10           | 67.4%       |
| 001207 470000 F.I.C.A. TAXES       | 29,510             | 32,570            | 20,913.82    | 2,253.53     | .00          | 11,656.18           | 64.2%       |
| 001207 480000 HOSPITALIZATION INS. | 84,000             | 92,400            | 53,400.00    | 7,200.00     | .00          | 39,000.00           | 57.8%       |
| 001207 502000 MINOR OFFICE EQUIP/F | 1,000              | 2,000             | 1,820.26     | .00          | .00          | 179.74              | 91.0%       |
| 001207 525000 GAS AND OIL          | 14,000             | 14,000            | 16,992.38    | 2,099.44     | .00          | -2,992.38           | 121.4%      |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED      | MTD EXPENDED     | ENCUMBRANCES     | AVAILABLE<br>BUDGET | PCT<br>USED  |
|------------------------------------|--------------------|-------------------|-------------------|------------------|------------------|---------------------|--------------|
| 001207 525700 DIESEL FUEL          | 1,300              | 1,300             | 250.65            | .00              | .00              | 1,049.35            | 19.3%        |
| 001207 535500 WEARING APPAREL      | 800                | 800               | 160.00            | .00              | .00              | 640.00              | 20.0%        |
| 001207 545000 HAND TOOLS           | 2,500              | 2,500             | 227.34            | 45.54            | .00              | 2,272.66            | 9.1%         |
| 001207 546000 MINOR EQUIPMENT      | 6,000              | 10,500            | 1,624.96          | .00              | 8,560.41         | 314.63              | 97.0%        |
| 001207 559000 OTHER OPERATING MATL | 7,100              | 7,100             | 5,532.30          | 226.36           | 357.43           | 1,210.27            | 83.0%        |
| 001207 560000 BUILDING MATERIALS & | 12,000             | 4,500             | 1,460.95          | .00              | 13.00            | 3,026.41            | 32.8%        |
| 001207 560500 ELECTRICAL SUPPLIES  | 27,000             | 30,000            | 29,542.49         | .00              | 430.05           | 27.46               | 99.9%        |
| 001207 561000 PLUMBING SUPPLIES    | 3,000              | 2,000             | 765.85            | .00              | .00              | 1,234.15            | 38.3%        |
| 001207 565000 PAINT AND PAINTING S | 3,000              | 3,000             | 1,717.95          | .00              | 169.02           | 1,113.03            | 62.9%        |
| 001207 570000 MTR VEHICLE REP. PTS | 8,000              | 8,000             | 5,359.01          | 408.98           | 128.52           | 2,512.47            | 68.6%        |
| 001207 575000 COMMUNICATION REPAIR | 2,000              | 6,500             | 4,929.95          | 4,929.95         | .00              | 1,570.05            | 75.8%        |
| 001207 599000 OTHER REPAIR/MAINT.  | 1,000              | 1,000             | 350.00            | .00              | .00              | 650.00              | 35.0%        |
| 001207 599102 REPR/MAINT SPL-DOWNT | 8,000              | 17,000            | 5,300.00          | .00              | 9,000.00         | 2,700.00            | 84.1%        |
| 001207 604900 OTHER PROFESSIONAL S | 1,000              | 2,000             | 1,386.55          | 46.99            | .00              | 613.45              | 69.3%        |
| 001207 606000 TELEPHONE AND TELEGR | 2,200              | 2,200             | 1,102.16          | 121.94           | .00              | 1,097.84            | 50.1%        |
| 001207 612000 FREIGHT              | 500                | 500               | 150.00            | .00              | .00              | 350.00              | 30.0%        |
| 001207 638300 GENERATOR R&M        | 70,000             | 70,000            | 712.50            | .00              | 4,990.00         | 64,297.50           | 8.1%         |
| 001207 638400 MOTOR VEHICLE EQ. R& | 10,000             | 11,100            | 10,823.85         | 798.90           | .00              | 276.15              | 97.5%        |
| 001207 639000 COMMUNICATION EQ. R& | 0                  | 2,500             | 2,237.50          | .00              | .00              | 262.50              | 89.5%        |
| 001207 639100 DOWNTOWN LIGHTS R&M  | 50,000             | 46,500            | 11,571.41         | 2,777.94         | 4,990.00         | 29,938.59           | 35.6%        |
| 001207 639800 TOW IN CHARGES       | 300                | 500               | 357.50            | 65.00            | .00              | 142.50              | 71.5%        |
| 001207 639900 OTHER REPAIRS AND MA | 2,000              | 3,100             | 2,580.40          | .00              | .00              | 520.00              | 83.2%        |
| 001207 642500 CYLINDER RENT        | 3,000              | 3,000             | 1,906.32          | 186.35           | .00              | 1,093.68            | 63.5%        |
| 001207 643000 UNIFORM RENT         | 3,500              | 3,500             | 2,604.64          | 278.49           | .00              | 895.36              | 74.4%        |
| <b>TOTAL CONSTRUCTION</b>          | <b>805,460</b>     | <b>879,781</b>    | <b>521,808.55</b> | <b>58,217.92</b> | <b>28,638.43</b> | <b>329,333.78</b>   | <b>62.6%</b> |
| <b>001220 SANITATION DIV.</b>      |                    |                   |                   |                  |                  |                     |              |
| 001220 400000 REGULAR WAGES        | 1,015,978          | 1,053,868         | 653,506.98        | 73,424.21        | .00              | 400,361.02          | 62.0%        |
| 001220 430000 OVERTIME             | 42,000             | 42,000            | 35,619.90         | 5,752.90         | .00              | 6,380.10            | 84.8%        |
| 001220 460000 STATE RETIREMENT     | 184,090            | 190,690           | 120,081.82        | 13,796.12        | .00              | 70,608.18           | 63.0%        |
| 001220 470000 F.I.C.A. TAXES       | 80,940             | 83,840            | 51,212.19         | 5,918.65         | .00              | 32,627.81           | 61.1%        |
| 001220 480000 HOSPITALIZATION INS. | 268,800            | 277,200           | 145,476.28        | 15,300.00        | .00              | 131,723.72          | 52.5%        |
| 001220 501000 OTHER EXPENDABLE OFF | 2,500              | 2,500             | 386.30            | 202.70           | 350.97           | 1,762.73            | 29.5%        |
| 001220 510000 CLEANING/JANITORIAL  | 1,700              | 1,700             | 493.35            | .00              | 186.74           | 1,019.91            | 40.0%        |
| 001220 511000 HOUSEHOLD SUPPLIES   | 1,400              | 1,400             | 689.00            | .00              | 109.96           | 601.04              | 57.1%        |
| 001220 513000 CHEMICALS            | 15,000             | 15,000            | 13,115.20         | 5,600.00         | .00              | 1,884.80            | 87.4%        |
| 001220 525000 GAS AND OIL          | 10,000             | 10,000            | 8,930.28          | 1,129.42         | .00              | 1,069.72            | 89.3%        |
| 001220 525700 DIESEL FUEL          | 145,000            | 145,000           | 113,975.76        | 15,016.85        | .00              | 31,024.24           | 78.6%        |
| 001220 535500 WEARING APPAREL      | 1,000              | 1,000             | 74.99             | .00              | .00              | 925.01              | 7.5%         |
| 001220 545000 HAND TOOLS           | 1,000              | 1,000             | 245.30            | .00              | .00              | 754.70              | 24.5%        |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001220 546000 MINOR EQUIPMENT      | 6,000              | 15,000            | 13,393.70    | .00          | .00          | 1,606.30            | 89.3%       |
| 001220 559000 OTHER OPERATING MATL | 30,000             | 30,000            | 27,005.80    | .00          | .00          | 2,994.03            | 90.0%       |
| 001220 559001 OTHER OPERATING SPLY | 15,000             | 15,000            | 9,725.45     | 150.00       | .00          | 5,274.54            | 64.8%       |
| 001220 559100 OTHER OPER.MATLS-FUL | 9,100              | 9,100             | 5,828.13     | .00          | 2,108.50     | 1,163.52            | 87.2%       |
| 001220 560000 BUILDING MATERIALS & | 1,000              | 1,000             | 625.07       | .00          | .00          | 374.93              | 62.5%       |
| 001220 560500 ELECTRICAL SUPPLIES  | 1,000              | 1,000             | 790.00       | .00          | .00          | 210.00              | 79.0%       |
| 001220 570000 MTR VEHICLE REP. PTS | 120,000            | 120,000           | 119,990.51   | 1,399.62     | .00          | 9.47                | 100.0%      |
| 001220 575000 COMMUNICATION REPAIR | 500                | 500               | 238.50       | 102.00       | .00          | 261.50              | 47.7%       |
| 001220 604900 OTHER PROFESSIONAL S | 16,000             | 39,000            | 4,634.14     | 2,178.66     | 26,707.26    | 7,658.60            | 80.4%       |
| 001220 612000 FREIGHT              | 3,700              | 5,700             | 2,822.88     | 147.53       | 2,553.19     | 323.93              | 94.3%       |
| 001220 615001 ADVERTISING-RECYCLIN | 4,000              | 4,000             | 3,168.71     | .00          | .00          | 831.29              | 79.2%       |
| 001220 630500 ELECTRICITY          | 0                  | 0                 | 5,527.17     | 1,271.03     | .00          | -5,527.17           | 100.0%      |
| 001220 638200 MINOR EQUIPMENT R&M  | 3,200              | 3,200             | 1,998.31     | 657.35       | .00          | 1,201.69            | 62.4%       |
| 001220 638400 MOTOR VEHICLE EQ. R& | 165,000            | 196,000           | 144,802.83   | 25,869.52    | 40,183.63    | 11,013.80           | 94.4%       |
| 001220 639400 DISINFECT./EXTERMINA | 0                  | 0                 | 5.54         | .00          | .00          | -5.54               | 100.0%      |
| 001220 639800 TOW IN CHARGES       | 5,000              | 6,000             | 4,050.00     | .00          | .00          | 1,950.00            | 67.5%       |
| 001220 639900 OTHER REPAIRS AND MA | 2,300              | 2,300             | 2,082.12     | 213.66       | .00          | 217.88              | 90.5%       |
| 001220 643000 UNIFORM RENT         | 14,000             | 14,000            | 10,553.25    | 1,459.47     | .00          | 3,446.75            | 75.4%       |
| 001220 643500 MOP-MAT-RAG RENT     | 1,500              | 1,500             | 1,466.24     | .00          | .00          | 33.76               | 97.7%       |
| 001220 688000 TIPPING FEES         | 1,000,000          | 1,000,000         | 679,507.05   | 89,070.45    | .00          | 320,492.95          | 68.0%       |
| 001220 688600 HAZARDOUS WASTE GRAN | 75,000             | 93,000            | 90,752.45    | 89,508.55    | .00          | 2,247.55            | 97.6%       |
| 001220 689000 RECYCLING FEES       | 150,000            | 185,000           | 133,823.62   | 10,457.01    | 47,006.28    | 4,169.60            | 97.7%       |
| 001220 699900 SERVICES NOT SPECIFI | 2,300              | 2,300             | 520.43       | .00          | .00          | 1,779.57            | 22.6%       |
| 001220 743000 HEAVY TRUCKS         | 0                  | 109,000           | .00          | .00          | 108,877.00   | 123.00              | 99.9%       |
| TOTAL SANITATION DIV.              | 3,394,008          | 3,677,798         | 2,407,119.25 | 358,625.70   | 228,083.53   | 1,042,594.93        | 71.7%       |
| 001221 STREET CLEANING             |                    |                   |              |              |              |                     |             |
| 001221 525700 DIESEL FUEL          | 0                  | 0                 | 72.08        | .00          | .00          | -72.08              | 100.0%      |
| TOTAL STREET CLEANING              | 0                  | 0                 | 72.08        | .00          | .00          | -72.08              | 100.0%      |
| 001250 HEALTH DIVISION             |                    |                   |              |              |              |                     |             |
| 001250 400000 REGULAR WAGES        | 874,742            | 874,742           | 546,832.99   | 57,758.31    | .00          | 327,909.01          | 62.5%       |
| 001250 430000 OVERTIME             | 28,000             | 28,000            | 24,140.53    | 5,765.79     | .00          | 3,859.47            | 86.2%       |
| 001250 460000 STATE RETIREMENT     | 157,080            | 157,080           | 99,754.09    | 11,257.62    | .00          | 57,325.91           | 63.5%       |
| 001250 470000 F.I.C.A. TAXES       | 69,060             | 69,060            | 42,652.08    | 4,820.14     | .00          | 26,407.92           | 61.8%       |
| 001250 480000 HOSPITALIZATION INS. | 240,000            | 240,000           | 133,250.65   | 13,500.00    | .00          | 106,749.35          | 55.5%       |



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001250 490000 UNEMPLOYMENT BENEFIT | 6,000              | 6,000             | 1,767.29     | 1,174.88     | .00          | 4,232.71            | 29.5%       |
| 001250 513000 CHEMICALS            | 45,000             | 45,000            | 19,107.50    | 9,312.50     | 3,003.75     | 22,888.75           | 49.1%       |
| 001250 525000 GAS AND OIL          | 26,000             | 26,000            | 30,132.29    | 2,707.27     | .00          | -4,132.29           | 115.9%      |
| 001250 525700 DIESEL FUEL          | 7,000              | 7,000             | 7,969.30     | 390.15       | .00          | -969.30             | 113.8%      |
| 001250 535500 WEARING APPAREL      | 500                | 500               | 116.97       | .00          | .00          | 383.00              | 23.4%       |
| 001250 546000 MINOR EQUIPMENT      | 1,600              | 1,600             | 598.39       | .00          | .00          | 1,001.61            | 37.4%       |
| 001250 559000 OTHER OPERATING MATL | 1,800              | 1,800             | 391.36       | .00          | 171.84       | 1,236.80            | 31.3%       |
| 001250 570000 MTR VEHICLE REP. PTS | 9,000              | 9,000             | 7,747.34     | 1,482.59     | 1,218.00     | 34.66               | 99.6%       |
| 001250 575500 AGRICLTRL REPAIR PTS | 38,000             | 38,000            | 27,011.74    | 2,870.96     | 5,649.56     | 5,339.03            | 86.0%       |
| 001250 612000 FREIGHT              | 200                | 200               | 157.69       | .00          | .00          | 42.31               | 78.8%       |
| 001250 638700 AGRICULTURAL EQ. R&M | 1,000              | 1,000             | 762.16       | 126.97       | .00          | 237.84              | 76.2%       |
| TOTAL HEALTH DIVISION              | 1,504,982          | 1,504,982         | 942,392.37   | 111,167.18   | 10,043.15    | 552,546.78          | 63.3%       |
| <b>001260 ANIMAL CONTROL</b>       |                    |                   |              |              |              |                     |             |
| 001260 525000 GAS AND OIL          | 6,000              | 6,000             | 4,632.46     | 528.77       | .00          | 1,367.54            | 77.2%       |
| 001260 535500 WEARING APPAREL      | 2,000              | 2,000             | .00          | .00          | 1,440.39     | 560.10              | 72.0%       |
| 001260 546000 MINOR EQUIPMENT      | 1,300              | 1,300             | .00          | .00          | 127.80       | 1,172.20            | 9.8%        |
| 001260 570000 MTR VEHICLE REP. PTS | 3,000              | 3,000             | 196.63       | 196.63       | 310.94       | 2,492.43            | 16.9%       |
| 001260 603000 VETERINARIAN         | 1,000              | 1,000             | 36.75        | .00          | .00          | 963.25              | 3.7%        |
| 001260 684000 DUES AND MEMBERSHIPS | 150                | 150               | 150.00       | .00          | .00          | .00                 | 100.0%      |
| 001260 684500 REGISTRATION FEE/TUI | 1,500              | 1,500             | 1,100.00     | 1,100.00     | .00          | 400.00              | 73.3%       |
| 001260 699900 SERVICES NOT SPECIFI | 180,000            | 180,000           | 135,000.00   | 15,000.00    | .00          | 45,000.00           | 75.0%       |
| TOTAL ANIMAL CONTROL               | 194,950            | 194,950           | 141,115.84   | 16,825.40    | 1,879.13     | 51,955.52           | 73.3%       |
| <b>001280 HUMAN/SOC.ASST</b>       |                    |                   |              |              |              |                     |             |
| 001280 682022 RAILS TO TRAILS      | 116,000            | 116,000           | 115,000.00   | .00          | .00          | 1,000.00            | 99.1%       |
| 001280 682038 USM CONTRIBUTIONS -  | 0                  | 50,000            | 50,000.00    | .00          | .00          | .00                 | 100.0%      |
| TOTAL HUMAN/SOC.ASST               | 116,000            | 166,000           | 165,000.00   | .00          | .00          | 1,000.00            | 99.4%       |
| <b>001402 ECONOMIC DEV.</b>        |                    |                   |              |              |              |                     |             |
| 001402 604900 OTHER PROFESSIONAL S | 0                  | 3,838,000         | 583,495.52   | 144,646.63   | 81,164.00    | 3,173,340.48        | 17.3%       |
| 001402 682001 FCIPC/AREA DEV. PRTN | 235,000            | 235,000           | 176,250.00   | .00          | .00          | 58,750.00           | 75.0%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                     | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|-------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001402 682037 H'BURG DOWNTOWN ASSN  | 70,000             | 70,000            | 70,000.00    | .00          | .00          | .00                 | 100.0%      |
| 001402 715007 PUBLIC SAFETY COMPLE  | 0                  | 140,350           | 84,994.38    | .00          | 54,984.34    | 371.12              | 99.7%       |
| 001402 7150CS CSI LAB EQUIPMENT     | 37,504             | 49,047            | 46,834.50    | .00          | 2,212.00     | .00                 | 100.0%      |
| 001402 7150LP LIGHTING PROTECTION   | 0                  | 29,994            | 9,998.00     | 9,998.00     | .00          | 19,996.00           | 33.3%       |
| 001402 7150MC MECHANICAL SYSTEM CO  | 25,000             | 33,005            | 14,606.25    | .00          | 18,398.75    | .00                 | 100.0%      |
| 001402 7150MS MECHANICAL SHELVING   | 0                  | 29,022            | 29,021.98    | .00          | .00          | .00                 | 100.0%      |
| 001402 7150PL PARKING LOT CONSTRUCT | 798,530            | 798,530           | 798,530.00   | .00          | .00          | .00                 | 100.0%      |
| 001402 7150SE SERVICE ELEVATOR      | 0                  | 15,340            | 15,340.00    | .00          | .00          | .00                 | 100.0%      |
| 001402 7150SS SMOKE EVACUATION SYS  | 29,000             | 34,443            | 28,692.38    | .00          | .00          | 5,750.62            | 83.3%       |
| 001402 7150ST QUINN ST SPEED TABLE  | 187,800            | 149,778           | 144,147.91   | .00          | .00          | 5,630.11            | 96.2%       |
| TOTAL ECONOMIC DEV.                 | 1,382,834          | 5,422,508         | 2,001,910.92 | 154,644.63   | 156,759.09   | 3,263,838.33        | 39.8%       |
| <b>001460 CAPITAL LEASES</b>        |                    |                   |              |              |              |                     |             |
| 001460 822306 MDB-CHURCH PROJ       | 22,000             | 22,000            | 14,375.44    | .00          | .00          | 7,624.56            | 65.3%       |
| 001460 833306 MDB-CHURCH PROJ       | 3,000              | 3,000             | 1,220.61     | .00          | .00          | 1,779.39            | 40.7%       |
| 001460 840100 LEASE ISSUES          | 3,000              | 3,000             | 3,000.00     | .00          | .00          | .00                 | 100.0%      |
| 001460 851500 BUILDING LEASE        | 96,000             | 96,000            | 96,000.00    | .00          | .00          | .00                 | 100.0%      |
| 001460 851600 PUBLIC SAFETY COMPLE  | 205,000            | 205,000           | 204,693.54   | .00          | .00          | 306.46              | 99.9%       |
| 001460 851900 ENERGY PERFORMANCE I  | 430,122            | 430,122           | 213,685.44   | .00          | .00          | 216,436.56          | 49.7%       |
| 001460 861500 BUILDING LEASE        | 6,100              | 6,100             | 6,095.20     | .00          | .00          | 4.80                | 99.9%       |
| 001460 861600 PUBLIC SAFETY COMPLE  | 192,000            | 192,000           | 191,824.87   | .00          | .00          | 175.13              | 99.9%       |
| 001460 861900 ENERGY PERFORMANCE I  | 155,765            | 155,765           | 79,258.06    | .00          | .00          | 76,506.94           | 50.9%       |
| TOTAL CAPITAL LEASES                | 1,112,987          | 1,112,987         | 810,153.16   | .00          | .00          | 302,833.84          | 72.8%       |
| <b>001500 TRANSFERS</b>             |                    |                   |              |              |              |                     |             |
| 001500 900002 T/T PARKS & RECREATI  | 1,455,000          | 1,745,000         | 1,745,000.00 | .00          | .00          | .00                 | 100.0%      |
| 001500 900039 T/T AIRPORT IMPROVEM  | 250,000            | 250,000           | 250,000.00   | .00          | .00          | .00                 | 100.0%      |
| 001500 900052 T/T 2019 TIF B&I-ELA  | 66,526             | 66,407            | 66,407.00    | .00          | .00          | .00                 | 100.0%      |
| 001500 900073 T/T MASS TRANSIT OPE  | 300,000            | 400,000           | 400,000.00   | .00          | .00          | .00                 | 100.0%      |
| 001500 900077 T/T COMMUNITY CENTER  | 650,000            | 850,000           | 850,000.00   | .00          | .00          | .00                 | 100.0%      |
| 001500 900082 T/T COMMUNITY DEVELO  | 35,795             | 35,795            | 35,795.00    | .00          | .00          | .00                 | 100.0%      |
| TOTAL TRANSFERS                     | 2,757,321          | 3,347,202         | 3,347,202.00 | .00          | .00          | .00                 | 100.0%      |
| <b>001551 AIRPORT DIV.</b>          |                    |                   |              |              |              |                     |             |
| 001551 525000 GAS AND OIL           | 5,500              | 5,500             | 1,683.45     | 234.01       | .00          | 3,816.55            | 30.6%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                     |                      | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|---------------------|----------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 001551 525700       | DIESEL FUEL          | 800                | 800               | 241.00       | .00          | .00          | 559.00              | 30.1%       |
| 001551 560500       | ELECTRICAL SUPPLIES  | 4,000              | 3,975             | 223.57       | .00          | 844.75       | 2,906.68            | 26.9%       |
| 001551 565000       | PAINT AND PAINTING S | 0                  | 1,357             | 1,356.86     | .00          | .00          | .14                 | 100.0%      |
| 001551 604900       | OTHER PROFESSIONAL S | 9,500              | 9,500             | 4,930.00     | .00          | .00          | 4,570.00            | 51.9%       |
| 001551 630000       | GAS                  | 2,500              | 2,500             | 270.04       | 31.13        | .00          | 2,229.96            | 10.8%       |
| 001551 630500       | ELECTRICITY          | 17,000             | 17,000            | 14,060.25    | 2,938.57     | .00          | 2,939.75            | 82.7%       |
| 001551 639400       | DISINFECT./EXTERMINA | 800                | 800               | 480.00       | .00          | .00          | 320.00              | 60.0%       |
| TOTAL AIRPORT DIV.  |                      | 40,100             | 41,432            | 23,245.17    | 3,203.71     | 844.75       | 17,342.08           | 58.1%       |
| 001553 CEMETERY DIV |                      |                    |                   |              |              |              |                     |             |
| 001553 400000       | REGULAR WAGES        | 519,988            | 519,988           | 316,518.76   | 29,095.97    | .00          | 203,469.24          | 60.9%       |
| 001553 430000       | OVERTIME             | 31,000             | 31,000            | 29,014.95    | 3,336.55     | .00          | 1,985.05            | 93.6%       |
| 001553 460000       | STATE RETIREMENT     | 95,900             | 95,900            | 60,296.34    | 5,662.54     | .00          | 35,603.66           | 62.9%       |
| 001553 470000       | F.I.C.A. TAXES       | 42,200             | 42,200            | 25,737.05    | 2,403.89     | .00          | 16,462.95           | 61.0%       |
| 001553 480000       | HOSPITALIZATION INS. | 134,400            | 134,400           | 64,500.00    | 7,200.00     | .00          | 69,900.00           | 48.0%       |
| 001553 500300       | PAPER                | 100                | 100               | 3.00         | .00          | .00          | 97.00               | 3.0%        |
| 001553 500500       | PRINTED FORMS        | 300                | 200               | 164.20       | 140.00       | .00          | 35.80               | 82.1%       |
| 001553 501000       | OTHER EXPENDABLE OFF | 1,300              | 1,600             | 1,472.85     | 193.00       | 30.04        | 97.08               | 93.9%       |
| 001553 502000       | MINOR OFFICE EQUIP/F | 900                | 700               | 555.28       | .00          | .00          | 144.72              | 79.3%       |
| 001553 510000       | CLEANING/JANITORIAL  | 2,000              | 2,000             | 1,074.03     | .00          | .00          | 925.97              | 53.7%       |
| 001553 513000       | CHEMICALS            | 1,500              | 1,510             | 1,193.00     | .00          | .00          | 317.00              | 79.0%       |
| 001553 525000       | GAS AND OIL          | 16,000             | 16,000            | 11,298.07    | 1,463.36     | .00          | 4,701.93            | 70.6%       |
| 001553 525700       | DIESEL FUEL          | 12,000             | 12,000            | 9,738.07     | 875.96       | .00          | 2,261.93            | 81.2%       |
| 001553 535500       | WEARING APPAREL      | 2,000              | 2,000             | 1,222.17     | 292.60       | .00          | 777.63              | 61.1%       |
| 001553 540500       | CONCRETE, CEMENT, ET | 400                | 650               | 606.00       | 606.00       | .00          | 44.00               | 93.2%       |
| 001553 541500       | SAND,CLAY,GRVL,FILL  | 4,000              | 4,000             | 2,405.00     | .00          | .00          | 1,595.00            | 60.1%       |
| 001553 544000       | HORT./LANDSCAPING SP | 5,000              | 4,750             | 3,133.34     | 281.98       | 240.00       | 1,376.66            | 71.0%       |
| 001553 545000       | HAND TOOLS           | 800                | 800               | 410.43       | 225.59       | .00          | 389.57              | 51.3%       |
| 001553 546000       | MINOR EQUIPMENT      | 4,300              | 3,990             | 3,074.71     | 2,387.00     | .00          | 915.29              | 77.1%       |
| 001553 559000       | OTHER OPERATING MATL | 500                | 800               | 622.72       | 192.00       | .00          | 177.28              | 77.8%       |
| 001553 560000       | BUILDING MATERIALS & | 800                | 1,300             | 981.50       | 333.60       | .00          | 318.50              | 75.5%       |
| 001553 561000       | PLUMBING SUPPLIES    | 500                | 500               | 23.36        | 16.94        | .00          | 476.64              | 4.7%        |
| 001553 570000       | MTR VEHICLE REP. PTS | 16,000             | 16,000            | 4,596.97     | 711.65       | 165.07       | 11,238.32           | 29.8%       |
| 001553 575500       | AGRICLTR REPAIR PTS  | 10,000             | 10,000            | 4,657.22     | .00          | 2,931.39     | 2,411.55            | 75.9%       |
| 001553 604900       | OTHER PROFESSIONAL S | 3,800              | 3,800             | 3,509.52     | 506.85       | .00          | 290.48              | 92.4%       |
| 001553 606000       | TELEPHONE AND TELEGR | 1,500              | 1,500             | 1,359.68     | .00          | .00          | 140.32              | 90.6%       |
| 001553 612000       | FREIGHT              | 575                | 575               | 340.15       | 14.54        | .00          | 234.85              | 59.2%       |
| 001553 630000       | GAS                  | 1,000              | 1,000             | 846.97       | 21.24        | .00          | 153.03              | 84.7%       |
| 001553 630500       | ELECTRICITY          | 7,126              | 7,126             | 5,444.60     | 745.88       | .00          | 1,681.40            | 76.4%       |
| 001553 638400       | MOTOR VEHICLE EQ. R& | 19,000             | 19,000            | 10,757.10    | .00          | .00          | 8,242.90            | 56.6%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                       | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED  | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|---------------------------------------|--------------------|-------------------|---------------|--------------|--------------|---------------------|-------------|
| 001553 638600 CONSTRUCTION EQUIP R    | 9,500              | 9,500             | 4,972.26      | .00          | .00          | 4,527.74            | 52.3%       |
| 001553 638700 AGRICULTURAL EQ. R&M    | 700                | 700               | 240.85        | .00          | .00          | 459.15              | 34.4%       |
| 001553 639400 DISINFECT./EXTERMINA    | 1,000              | 1,000             | 560.00        | .00          | .00          | 440.00              | 56.0%       |
| 001553 639800 TOW IN CHARGES          | 750                | 550               | 125.00        | .00          | .00          | 425.00              | 22.7%       |
| 001553 639900 OTHER REPAIRS AND MA    | 1,500              | 1,500             | 187.25        | .00          | .00          | 1,313.00            | 12.5%       |
| 001553 643000 UNIFORM RENT            | 3,500              | 3,500             | 3,077.32      | 216.84       | .00          | 422.68              | 87.9%       |
| 001553 643500 MOP-MAT-RAG RENT        | 1,350              | 1,350             | 998.37        | 105.08       | .00          | 351.63              | 74.0%       |
| 001553 684000 DUES AND MEMBERSHIPS    | 240                | 240               | 165.00        | .00          | .00          | 75.00               | 68.8%       |
| 001553 684500 REGISTRATION FEE/TUI    | 350                | 550               | 375.00        | .00          | .00          | 175.00              | 68.2%       |
| 001553 700000 LAND                    | 5,000              | 5,000             | 2,800.00      | 1,750.00     | .00          | 2,200.00            | 56.0%       |
| 001553 704500 SITE IMPROVEMENT        | 5,000              | 5,000             | 699.75        | 699.75       | .00          | 4,300.25            | 14.0%       |
| 001553 721200 FENCES/RAILINGS         | 10,000             | 10,000            | 2,630.00      | .00          | 2,934.00     | 4,436.00            | 55.6%       |
| 001553 723000 STREETS & ROADWAYS      | 15,000             | 15,000            | .00           | .00          | 4,900.00     | 10,100.00           | 32.7%       |
| 001553 725000 LANDSCAPING             | 4,000              | 4,000             | 2,100.00      | .00          | .00          | 1,900.00            | 52.5%       |
| 001553 733500 AGRICULTURAL EQUIPME    | 18,200             | 18,200            | 17,023.59     | 287.99       | .00          | 1,176.41            | 93.5%       |
| TOTAL CEMETERY DIV                    | 1,010,979          | 1,011,480         | 601,511.43    | 59,766.80    | 11,200.50    | 398,767.61          | 60.6%       |
| 001560 PARKING OPER.                  |                    |                   |               |              |              |                     |             |
| 001560 400000 REGULAR WAGES           | 44,210             | 44,210            | 25,541.86     | 1,987.30     | .00          | 18,668.14           | 57.8%       |
| 001560 460000 STATE RETIREMENT        | 7,870              | 7,870             | 634.87        | .00          | .00          | 7,235.13            | 8.1%        |
| 001560 470000 F.I.C.A. TAXES          | 3,460              | 3,460             | 1,953.97      | 152.03       | .00          | 1,506.03            | 56.5%       |
| 001560 502000 MINOR OFFICE EQUIP/F    | 400                | 400               | 352.45        | .00          | .00          | 47.55               | 88.1%       |
| 001560 525000 GAS AND OIL             | 250                | 250               | 164.52        | 29.52        | .00          | 85.48               | 65.8%       |
| 001560 565000 PAINT AND PAINTING S    | 1,000              | 1,000             | 32.10         | .00          | .00          | 967.90              | 3.2%        |
| 001560 630500 ELECTRICITY             | 15,000             | 15,000            | 10,248.42     | 1,115.62     | .00          | 4,751.58            | 68.3%       |
| 001560 638000 FIXED EQUIPMENT R&M     | 7,000              | 7,000             | 4,835.00      | .00          | .00          | 2,165.00            | 69.1%       |
| 001560 640200 PARKING GARAGE/LOT R    | 25,000             | 25,000            | 20,039.44     | 2,291.90     | .00          | 4,960.56            | 80.2%       |
| TOTAL PARKING OPER.                   | 104,190            | 104,190           | 63,802.63     | 5,576.37     | .00          | 40,387.37           | 61.2%       |
| TOTAL General Fund                    | 52,483,260         | 59,712,241        | 39,139,433.22 | 4,036,379.68 | 1,356,618.81 | 19,216,189.01       | 67.8%       |
| TOTAL EXPENSES                        | 52,483,260         | 59,712,241        | 39,139,433.22 | 4,036,379.68 | 1,356,618.81 | 19,216,189.01       |             |
| 002 PARKS & RECREATION FUND           |                    |                   |               |              |              |                     |             |
| 002300 PKS/REC-RECREATION MAINT. DIV. |                    |                   |               |              |              |                     |             |
| 002300 400000 REGULAR WAGES           | 954,872            | 958,352           | 608,650.01    | 63,978.74    | .00          | 349,701.99          | 63.5%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

| 002    | PARKS & RECREATION FUND |                      | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|--------|-------------------------|----------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 002300 | 430000                  | OVERTIME             | 40,000             | 40,000            | 42,285.67    | 3,113.05     | .00          | -2,285.67           | 105.7%      |
| 002300 | 460000                  | STATE RETIREMENT     | 173,110            | 173,720           | 113,378.93   | 11,645.33    | .00          | 60,341.07           | 65.3%       |
| 002300 | 470000                  | F.I.C.A. TAXES       | 76,110             | 76,410            | 48,267.86    | 4,947.93     | .00          | 28,142.14           | 63.2%       |
| 002300 | 480000                  | HOSPITALIZATION INS. | 268,800            | 268,800           | 153,602.50   | 16,802.50    | .00          | 115,197.50          | 57.1%       |
| 002300 | 501000                  | OTHER EXPENDABLE OFF | 2,300              | 3,300             | 2,330.06     | 170.60       | 310.11       | 659.83              | 80.0%       |
| 002300 | 502000                  | MINOR OFFICE EQUIP/F | 3,000              | 2,000             | 950.00       | 950.00       | .00          | 1,050.00            | 47.5%       |
| 002300 | 510000                  | CLEANING/JANITORIAL  | 16,000             | 16,000            | 12,487.25    | 550.30       | 2,941.40     | 570.99              | 96.4%       |
| 002300 | 511100                  | SUPPLIES - COVID 19  | 5,000              | 5,000             | 3,806.06     | .00          | .00          | 1,193.94            | 76.1%       |
| 002300 | 513000                  | CHEMICALS            | 18,000             | 28,000            | 21,883.02    | 7,359.39     | 5,954.50     | 162.48              | 99.4%       |
| 002300 | 525000                  | GAS AND OIL          | 56,000             | 56,000            | 65,813.03    | 8,169.55     | .00          | -9,813.03           | 117.5%      |
| 002300 | 525500                  | LUBRICANTS           | 6,000              | 6,000             | 3,698.38     | 843.62       | 799.31       | 1,502.27            | 75.0%       |
| 002300 | 525700                  | DIESEL FUEL          | 1,000              | 1,000             | 689.74       | 301.38       | .00          | 310.26              | 69.0%       |
| 002300 | 535500                  | WEARING APPAREL      | 3,000              | 3,500             | 2,678.16     | .00          | 506.80       | 315.04              | 91.0%       |
| 002300 | 540500                  | CONCRETE, CEMENT, ET | 1,000              | 500               | 56.00        | .00          | 342.00       | 102.00              | 79.6%       |
| 002300 | 541500                  | SAND,CLAY,GRVL,FILL  | 13,000             | 7,000             | 5,525.00     | .00          | .00          | 1,475.00            | 78.9%       |
| 002300 | 544000                  | HORT./LANDSCAPING SP | 47,000             | 40,400            | 35,785.88    | 1,905.24     | 3,970.00     | 644.08              | 98.4%       |
| 002300 | 546000                  | MINOR EQUIPMENT      | 5,300              | 5,300             | 3,619.74     | 250.71       | 613.92       | 1,066.34            | 79.9%       |
| 002300 | 551000                  | RECREATIONAL SUPPLIE | 30,000             | 39,000            | 34,361.76    | 29.20        | 3,086.56     | 1,551.93            | 96.0%       |
| 002300 | 559000                  | OTHER OPERATING MATL | 6,000              | 11,826            | 299.75       | .00          | 10,701.12    | 825.13              | 93.0%       |
| 002300 | 560000                  | BUILDING MATERIALS & | 16,000             | 13,000            | 7,653.98     | .00          | 5,222.35     | 123.67              | 99.0%       |
| 002300 | 560500                  | ELECTRICAL SUPPLIES  | 21,000             | 21,500            | 15,035.31    | 461.00       | 5,925.45     | 539.24              | 97.5%       |
| 002300 | 561000                  | PLUMBING SUPPLIES    | 7,000              | 7,000             | 4,525.16     | 293.89       | 182.63       | 2,291.91            | 67.3%       |
| 002300 | 565000                  | PAINT AND PAINTING S | 20,000             | 26,000            | 19,449.77    | 737.34       | 5,225.80     | 1,323.93            | 94.9%       |
| 002300 | 570000                  | MTR VEHICLE REP. PTS | 21,000             | 30,000            | 18,168.89    | 3,106.69     | 9,087.75     | 2,743.81            | 90.9%       |
| 002300 | 575000                  | COMMUNICATION REPAIR | 1,700              | 1,700             | 194.45       | .00          | 1,475.00     | 30.55               | 98.2%       |
| 002300 | 575500                  | AGRICLTR REPAIR PTS  | 38,000             | 29,000            | 22,141.24    | 3,747.07     | 5,962.09     | 896.93              | 96.9%       |
| 002300 | 602000                  | CONSULTANT SERV/SURV | 21,904             | 21,904            | 9,977.48     | .00          | 7,243.97     | 4,682.52            | 78.6%       |
| 002300 | 604900                  | OTHER PROFESSIONAL S | 26,947             | 26,947            | 22,205.00    | 1,680.00     | .00          | 4,742.00            | 82.4%       |
| 002300 | 606000                  | TELEPHONE AND TELEGR | 5,000              | 5,000             | 2,525.52     | 504.25       | .00          | 2,474.48            | 50.5%       |
| 002300 | 611000                  | TRAVEL EXPENSE       | 450                | 450               | 396.00       | .00          | .00          | 54.00               | 88.0%       |
| 002300 | 612000                  | FREIGHT              | 7,778              | 7,778             | 5,486.74     | 269.76       | 683.40       | 1,607.86            | 79.3%       |
| 002300 | 630500                  | ELECTRICITY          | 13,800             | 13,800            | 9,403.10     | 825.71       | .00          | 4,396.90            | 68.1%       |
| 002300 | 635500                  | ELECTRICAL R&M       | 25,000             | 40,000            | 33,440.94    | 4,381.98     | 4,489.95     | 2,069.11            | 94.8%       |
| 002300 | 635700                  | PLUMBING EQUIPMENT R | 12,000             | 12,000            | 11,768.22    | 2,059.64     | .00          | 231.78              | 98.1%       |
| 002300 | 636000                  | STREETS & STRUCTURES | 20,000             | 45,000            | 43,950.00    | 43,950.00    | .00          | 1,050.00            | 97.7%       |
| 002300 | 638000                  | FIXED EQUIPMENT R&M  | 21,000             | 16,000            | 10,580.68    | .00          | .00          | 5,419.32            | 66.1%       |
| 002300 | 638400                  | MOTOR VEHICLE EQ. R& | 9,000              | 16,000            | 9,643.29     | 1,361.72     | 2,922.30     | 3,434.41            | 78.5%       |
| 002300 | 638700                  | AGRICULTURAL EQ. R&M | 18,500             | 23,500            | 18,980.13    | 3,583.44     | 2,885.83     | 1,634.24            | 93.0%       |
| 002300 | 639000                  | COMMUNICATION EQ. R& | 1,500              | 1,500             | 122.50       | 44.50        | 174.00       | 1,203.50            | 19.8%       |
| 002300 | 639400                  | DISINFECT./EXTERMINA | 1,800              | 1,800             | 287.04       | .00          | .00          | 1,512.96            | 15.9%       |
| 002300 | 639600                  | SIGN PAINTING        | 9,500              | 9,500             | 1,362.00     | .00          | 80.00        | 8,058.00            | 15.2%       |
| 002300 | 639800                  | TOW IN CHARGES       | 1,250              | 1,250             | 680.00       | 85.00        | .00          | 570.00              | 54.4%       |
| 002300 | 639900                  | OTHER REPAIRS AND MA | 1,500              | 1,500             | 450.00       | 450.00       | .00          | 1,050.00            | 30.0%       |
| 002300 | 643000                  | UNIFORM RENT         | 8,000              | 8,000             | 7,681.32     | 1,310.54     | .00          | 318.68              | 96.0%       |



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

| 002                               | PARKS & RECREATION FUND |                      | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|-----------------------------------|-------------------------|----------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 002300                            | 644900                  | OTHER RENT           | 28,000             | 39,850            | 28,399.91    | 3,071.10     | 10,348.00    | 1,102.54            | 97.2%       |
| 002300                            | 687000                  | CUSTODIAL SERVICE    | 3,000              | 4,560             | 3,040.00     | .00          | 1,520.00     | .00                 | 100.0%      |
| 002300                            | 699900                  | SERVICES NOT SPECIFI | 225,000            | 182,240           | 125,550.96   | 10,519.92    | 15,860.59    | 40,828.45           | 77.6%       |
| 002300                            | 733500                  | AGRICULTURAL EQUIPME | 10,000             | 71,000            | 69,471.14    | .00          | 1,250.00     | 278.84              | 99.6%       |
| 002300                            | 735500                  | COMMUNICATION EQUIPM | 0                  | 2,800             | 2,800.00     | .00          | .00          | .00                 | 100.0%      |
| 002300                            | 739900                  | OTHER EQUIPMENT      | 0                  | 10,000            | 5,000.00     | .00          | .00          | 5,000.00            | 50.0%       |
| TOTAL PKS/REC-RECREATION MAINT. D |                         |                      | 2,321,121          | 2,432,687         | 1,670,539.57 | 203,461.09   | 109,764.83   | 652,382.92          | 73.2%       |
| 002315 PKS/REC-REC.ADMIN/COM.REL. |                         |                      |                    |                   |              |              |              |                     |             |
| 002315                            | 400000                  | REGULAR WAGES        | 389,433            | 389,433           | 165,206.94   | 22,146.39    | .00          | 224,226.06          | 42.4%       |
| 002315                            | 460000                  | STATE RETIREMENT     | 38,810             | 38,810            | 28,281.35    | 3,088.62     | .00          | 10,528.65           | 72.9%       |
| 002315                            | 470000                  | F.I.C.A. TAXES       | 30,260             | 30,260            | 12,495.43    | 1,668.45     | .00          | 17,764.57           | 41.3%       |
| 002315                            | 480000                  | HOSPITALIZATION INS. | 50,400             | 50,400            | 24,892.50    | 3,000.00     | .00          | 25,507.50           | 49.4%       |
| 002315                            | 500300                  | PAPER                | 500                | 500               | 63.46        | .00          | .00          | 436.54              | 12.7%       |
| 002315                            | 501000                  | OTHER EXPENDABLE OFF | 1,250              | 2,750             | 1,418.41     | .00          | 950.00       | 382.02              | 86.1%       |
| 002315                            | 513000                  | CHEMICALS            | 12,500             | 12,600            | 12,575.00    | .00          | .00          | 25.00               | 99.8%       |
| 002315                            | 525000                  | GAS AND OIL          | 3,000              | 2,500             | 756.62       | 194.06       | .00          | 1,743.38            | 30.3%       |
| 002315                            | 535500                  | WEARING APPAREL      | 900                | 900               | 789.34       | 645.40       | .00          | 110.66              | 87.7%       |
| 002315                            | 546000                  | MINOR EQUIPMENT      | 700                | 700               | 64.88        | 64.88        | 256.00       | 379.12              | 45.8%       |
| 002315                            | 551000                  | RECREATIONAL SUPPLIE | 50,000             | 65,000            | 25,851.02    | 2,498.00     | 26,535.09    | 12,614.21           | 80.6%       |
| 002315                            | 551001                  | RECREATIONAL SUPP-AR | 5,000              | 5,000             | 4,119.39     | .00          | .00          | 880.61              | 82.4%       |
| 002315                            | 560001                  | BLDG MATERIALS & SPL | 6,660              | 6,660             | 1,070.03     | .00          | 50.00        | 5,540.45            | 16.8%       |
| 002315                            | 560500                  | ELECTRICAL SUPPLIES  | 0                  | 2,000             | .00          | .00          | 1,074.03     | 925.97              | 53.7%       |
| 002315                            | 570000                  | MTR VEHICLE REP. PTS | 3,000              | 3,000             | 1,525.22     | .00          | .00          | 1,474.54            | 50.8%       |
| 002315                            | 603400                  | OFFICIALS            | 54,519             | 33,519            | 23,500.00    | 4,700.00     | .00          | 10,019.00           | 70.1%       |
| 002315                            | 604900                  | OTHER PROFESSIONAL S | 166,748            | 186,748           | 157,253.36   | 8,140.00     | .00          | 29,494.64           | 84.2%       |
| 002315                            | 604919                  | OTH PROF SERV-ART CE | 10,000             | 10,000            | 5,450.00     | 1,125.00     | .00          | 4,550.00            | 54.5%       |
| 002315                            | 604920                  | OTH PROF SERV-HHS TH | 10,000             | 10,000            | 10,000.00    | 10,000.00    | .00          | .00                 | 100.0%      |
| 002315                            | 606000                  | TELEPHONE AND TELEGR | 2,000              | 2,000             | 1,524.39     | .00          | .00          | 475.61              | 76.2%       |
| 002315                            | 611000                  | TRAVEL EXPENSE       | 2,000              | 3,700             | 2,435.55     | .00          | .00          | 1,264.45            | 65.8%       |
| 002315                            | 612000                  | FREIGHT              | 500                | 1,500             | 953.87       | 125.00       | .00          | 546.13              | 63.6%       |
| 002315                            | 615200                  | ADVERTISING-SPEC. EV | 1,000              | 1,000             | .00          | .00          | 450.00       | 550.00              | 45.0%       |
| 002315                            | 630000                  | GAS                  | 4,000              | 4,000             | 3,333.78     | 20.00        | .00          | 666.22              | 83.3%       |
| 002315                            | 630500                  | ELECTRICITY          | 175,000            | 175,000           | 160,040.49   | 23,991.26    | .00          | 14,959.51           | 91.5%       |
| 002315                            | 638400                  | MOTOR VEHICLE EQ. R& | 0                  | 500               | 91.72        | .00          | .00          | 408.28              | 18.3%       |
| 002315                            | 639400                  | DISINFECT./EXTERMINA | 2,000              | 2,000             | 1,948.01     | .00          | .00          | 51.99               | 97.4%       |
| 002315                            | 639600                  | SIGN PAINTING        | 400                | 400               | 295.00       | 295.00       | .00          | 105.00              | 73.8%       |
| 002315                            | 683000                  | PROP.TAX COLL. FEES  | 7,000              | 7,000             | 3,126.84     | 368.43       | .00          | 3,873.16            | 44.7%       |
| 002315                            | 683100                  | PROP.TAX COLL. FEES. | 8,000              | 8,000             | 5,583.96     | 29.54        | .00          | 2,416.04            | 69.8%       |
| 002315                            | 684000                  | DUES AND MEMBERSHIPS | 2,000              | 1,600             | 425.00       | .00          | .00          | 1,175.00            | 26.6%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                     | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|-------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 002315 684500 REGISTRATION FEE/TUI  | 1,500              | 1,200             | 690.00       | .00          | .00          | 510.00              | 57.5%       |
| TOTAL PKS/REC-REC.ADMIN/COM.REL.    | 1,039,080          | 1,058,681         | 655,761.56   | 82,100.03    | 29,315.12    | 373,604.31          | 64.7%       |
| 002341 PKS/REC-KAMPER PARK ZOO DIV. |                    |                   |              |              |              |                     |             |
| 002341 630500 ELECTRICITY           | 0                  | 0                 | 250.91       | .00          | .00          | -250.91             | 100.0%      |
| TOTAL PKS/REC-KAMPER PARK ZOO DIV   | 0                  | 0                 | 250.91       | .00          | .00          | -250.91             | 100.0%      |
| TOTAL PARKS & RECREATION FUND       | 3,360,201          | 3,491,368         | 2,326,552.04 | 285,561.12   | 139,079.95   | 1,025,736.32        | 70.6%       |
| TOTAL EXPENSES                      | 3,360,201          | 3,491,368         | 2,326,552.04 | 285,561.12   | 139,079.95   | 1,025,736.32        |             |
| 004 LIBRARY FUND                    |                    |                   |              |              |              |                     |             |
| 004369 LIBRARY FUND EXPENDITURES    |                    |                   |              |              |              |                     |             |
| 004369 683000 PROP.TAX COLL. FEES   | 0                  | 0                 | 3,052.03     | 359.61       | .00          | -3,052.03           | 100.0%      |
| 004369 683100 PROP.TAX COLL. FEES.  | 0                  | 0                 | 5,450.31     | 28.84        | .00          | -5,450.31           | 100.0%      |
| TOTAL LIBRARY FUND EXPENDITURES     | 0                  | 0                 | 8,502.34     | 388.45       | .00          | -8,502.34           | 100.0%      |
| TOTAL LIBRARY FUND                  | 0                  | 0                 | 8,502.34     | 388.45       | .00          | -8,502.34           | 100.0%      |
| TOTAL EXPENSES                      | 0                  | 0                 | 8,502.34     | 388.45       | .00          | -8,502.34           |             |
| 005 HATT.MUNICIPAL FIRE PROTECTION  |                    |                   |              |              |              |                     |             |
| 005160 H.M.F.P.FUND-FIRE DIVISION   |                    |                   |              |              |              |                     |             |
| 005160 535500 WEARING APPAREL       | 55,000             | 55,000            | 36,368.84    | .00          | 13,345.00    | 5,286.16            | 90.4%       |
| 005160 731500 FIRE FIGHTING         | 50,000             | 50,000            | .00          | .00          | 49,091.68    | 908.32              | 98.2%       |
| 005160 735500 COMMUNICATION EQUIPM  | 15,000             | 15,000            | 10,190.00    | .00          | .00          | 4,810.00            | 67.9%       |
| TOTAL H.M.F.P.FUND-FIRE DIVISION    | 120,000            | 120,000           | 46,558.84    | .00          | 62,436.68    | 11,004.48           | 90.8%       |
| 005460 H.M.F.P.FUND-CAPITAL LEASES  |                    |                   |              |              |              |                     |             |
| 005460 852800 FIRE TRUCKS LEASE-'1  | 64,120             | 64,120            | 53,181.28    | 10,736.71    | .00          | 10,938.72           | 82.9%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 005460 862800 FIRE TRUCKS LEASE-'1 | 5,919              | 5,919             | 5,184.42     | 936.43       | .00          | 734.58              | 87.6%       |
| TOTAL H.M.F.P.FUND-CAPITAL LEASES  | 70,039             | 70,039            | 58,365.70    | 11,673.14    | .00          | 11,673.30           | 83.3%       |
| TOTAL HATT.MUNICIPAL FIRE PROTECT  | 190,039            | 190,039           | 104,924.54   | 11,673.14    | 62,436.68    | 22,677.78           | 88.1%       |
| TOTAL EXPENSES                     | 190,039            | 190,039           | 104,924.54   | 11,673.14    | 62,436.68    | 22,677.78           |             |
| 009 WATER & SEWER OPERATION/MAINT. |                    |                   |              |              |              |                     |             |
| 009660 W&S O&M-CUSTOMER ACCT. DIV. |                    |                   |              |              |              |                     |             |
| 009660 400000 REGULAR WAGES        | 541,000            | 541,000           | 357,132.93   | 36,292.22    | .00          | 183,867.07          | 66.0%       |
| 009660 430000 OVERTIME             | 6,000              | 6,000             | 4,452.56     | 233.16       | .00          | 1,547.44            | 74.2%       |
| 009660 460000 STATE RETIREMENT     | 95,180             | 95,180            | 63,002.69    | 6,365.07     | .00          | 32,177.31           | 66.2%       |
| 009660 470000 F.I.C.A. TAXES       | 41,850             | 41,850            | 26,909.34    | 2,716.83     | .00          | 14,940.66           | 64.3%       |
| 009660 480000 HOSPITALIZATION INS. | 126,000            | 126,000           | 73,553.79    | 8,400.00     | .00          | 52,446.21           | 58.4%       |
| 009660 500300 PAPER                | 3,000              | 3,000             | 1,291.16     | .00          | .00          | 1,708.84            | 43.0%       |
| 009660 501000 OTHER EXPENDABLE OFF | 6,000              | 6,000             | 2,898.28     | 366.17       | 155.22       | 2,946.86            | 50.9%       |
| 009660 502000 MINOR OFFICE EQUIP/F | 35,000             | 35,000            | 2,310.98     | .00          | 7,609.87     | 25,079.03           | 28.3%       |
| 009660 510000 CLEANING/JANITORIAL  | 1,500              | 1,500             | 606.44       | 197.85       | .00          | 893.56              | 40.4%       |
| 009660 525000 GAS AND OIL          | 18,000             | 18,000            | 9,899.22     | 1,051.98     | .00          | 8,100.78            | 55.0%       |
| 009660 545000 HAND TOOLS           | 3,000              | 3,000             | 1,063.77     | 151.44       | 65.79        | 1,869.99            | 37.7%       |
| 009660 546000 MINOR EQUIPMENT      | 4,000              | 4,000             | 2,900.07     | 808.90       | 128.78       | 971.15              | 75.7%       |
| 009660 546700 METER LOCKS          | 5,000              | 5,000             | 2,765.00     | .00          | .00          | 2,235.00            | 55.3%       |
| 009660 559000 OTHER OPERATING MATL | 1,500              | 1,500             | 1,453.19     | .00          | .00          | 47.06               | 96.9%       |
| 009660 570000 MTR VEHICLE REP. PTS | 5,000              | 5,000             | 4,997.25     | .00          | .00          | 2.75                | 99.9%       |
| 009660 604900 OTHER PROFESSIONAL S | 295,000            | 295,000           | 176,338.78   | 5,311.91     | 4,042.50     | 114,618.72          | 61.1%       |
| 009660 606000 TELEPHONE AND TELEGR | 12,000             | 12,000            | 5,373.86     | 589.54       | .00          | 6,626.14            | 44.8%       |
| 009660 607000 POSTAGE              | 94,000             | 94,000            | 53,763.51    | 6,891.13     | .00          | 40,236.49           | 57.2%       |
| 009660 612000 FREIGHT              | 500                | 500               | 333.40       | 65.00        | .00          | 166.60              | 66.7%       |
| 009660 620000 PRINTING             | 30,000             | 30,000            | 25,511.87    | 2,799.67     | .00          | 4,488.13            | 85.0%       |
| 009660 630000 GAS                  | 1,200              | 1,200             | 969.97       | 21.24        | .00          | 230.03              | 80.8%       |
| 009660 630500 ELECTRICITY          | 6,000              | 6,000             | 5,185.69     | 1,183.22     | .00          | 814.31              | 86.4%       |
| 009660 635000 BUILDING R&M         | 2,000              | 2,000             | 32.95        | .00          | .00          | 1,967.05            | 1.6%        |
| 009660 638400 MOTOR VEHICLE EQ. R& | 11,000             | 11,150            | 11,085.58    | .00          | .00          | 64.42               | 99.4%       |
| 009660 639400 DISINFECT./EXTERMINA | 900                | 900               | 301.62       | .00          | .00          | 598.38              | 33.5%       |
| 009660 643000 UNIFORM RENT         | 3,000              | 3,700             | 3,286.66     | 350.00       | .00          | 413.34              | 88.8%       |
| 009660 687000 CUSTODIAL SERVICE    | 6,600              | 7,850             | 4,950.00     | .00          | 2,850.00     | 50.00               | 99.4%       |
| 009660 699900 SERVICES NOT SPECIFI | 5,000              | 3,750             | 3,503.11     | .00          | .00          | 246.89              | 93.4%       |
| 009660 742000 PICK UP TRUCKS       | 25,000             | 48,500            | 22,120.00    | .00          | 19,184.00    | 7,196.35            | 85.2%       |
| TOTAL W&S O&M-CUSTOMER ACCT. DIV.  | 1,384,230          | 1,408,580         | 867,993.67   | 73,795.33    | 34,036.16    | 506,550.56          | 64.0%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                                      |                        | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------------------------|------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| <b>009672 W&amp;S O&amp;M-WATER TRANSMISSION DIV</b> |                        |                    |                   |              |              |              |                     |             |
| 009672 400000                                        | REGULAR WAGES          | 656,000            | 656,000           | 466,608.77   | 45,070.31    | .00          | 189,391.23          | 71.1%       |
| 009672 430000                                        | OVERTIME               | 45,000             | 45,000            | 21,318.37    | 3,292.01     | .00          | 23,681.63           | 47.4%       |
| 009672 460000                                        | STATE RETIREMENT       | 121,980            | 121,980           | 85,328.48    | 8,463.27     | .00          | 36,651.52           | 70.0%       |
| 009672 470000                                        | F.I.C.A. TAXES         | 53,630             | 53,630            | 37,284.71    | 3,689.85     | .00          | 16,345.29           | 69.5%       |
| 009672 480000                                        | HOSPITALIZATION INS.   | 142,800            | 142,800           | 84,594.48    | 9,000.00     | .00          | 58,205.52           | 59.2%       |
| 009672 525000                                        | GAS AND OIL            | 45,000             | 45,000            | 43,263.04    | 5,010.30     | .00          | 1,736.96            | 96.1%       |
| 009672 525700                                        | DIESEL FUEL            | 4,000              | 4,000             | 787.46       | 202.39       | .00          | 3,212.54            | 19.7%       |
| 009672 535500                                        | WEARING APPAREL        | 5,000              | 5,000             | 990.70       | .00          | .00          | 4,009.30            | 19.8%       |
| 009672 540000                                        | ASPHALT & ASPHALT PR   | 20,000             | 20,000            | 7,742.56     | .00          | 3,761.71     | 8,495.98            | 57.5%       |
| 009672 540500                                        | CONCRETE, CEMENT, ET   | 2,000              | 2,000             | 1,867.50     | 1,867.50     | .00          | 132.50              | 93.4%       |
| 009672 541500                                        | SAND, CLAY, GRVL, FILL | 10,000             | 10,000            | .00          | .00          | 203.30       | 9,797.00            | 2.0%        |
| 009672 545000                                        | HAND TOOLS             | 7,000              | 7,000             | 2,187.62     | .00          | .00          | 4,812.38            | 31.3%       |
| 009672 546000                                        | MINOR EQUIPMENT        | 3,000              | 3,000             | 2,540.66     | .00          | .00          | 459.34              | 84.7%       |
| 009672 561000                                        | PLUMBING SUPPLIES      | 180,000            | 680,000           | 201,173.69   | 4,967.97     | 18,623.97    | 460,201.94          | 32.3%       |
| 009672 570000                                        | MTR VEHICLE REP. PTS   | 30,000             | 30,000            | 20,194.04    | 1,916.87     | 2,928.30     | 6,877.66            | 77.1%       |
| 009672 599000                                        | OTHER REPAIR/MAINT.    | 8,000              | 8,000             | 4,292.96     | .00          | .00          | 3,706.64            | 53.7%       |
| 009672 604900                                        | OTHER PROFESSIONAL S   | 50,000             | 50,000            | 3,225.00     | .00          | .00          | 46,775.00           | 6.5%        |
| 009672 636000                                        | STREETS & STRUCTURES   | 1,800,000          | 1,800,000         | 1,617,032.15 | .00          | .00          | 182,967.85          | 89.8%       |
| 009672 638400                                        | MOTOR VEHICLE EQ. R&   | 15,000             | 15,000            | 11,903.33    | 1,804.85     | 1,344.50     | 1,752.17            | 88.3%       |
| 009672 638600                                        | CONSTRUCTION EQUIP R   | 10,000             | 10,000            | 9,006.34     | .00          | 968.93       | 24.73               | 99.8%       |
| 009672 639800                                        | TOW IN CHARGES         | 1,000              | 1,000             | 505.00       | .00          | .00          | 495.00              | 50.5%       |
| 009672 643000                                        | UNIFORM RENT           | 5,000              | 5,000             | 4,783.76     | .00          | .00          | 216.24              | 95.7%       |
| 009672 742000                                        | PICK UP TRUCKS         | 160,000            | 217,312           | 58,289.00    | .00          | .00          | 159,023.00          | 26.8%       |
| TOTAL W&S O&M-WATER TRANSMISSION                     |                        | 3,374,410          | 3,931,722         | 2,684,919.62 | 85,285.32    | 27,830.71    | 1,218,971.42        | 69.0%       |
| <b>009673 W&amp;S O&amp;M-WATER PLANT DIVISION</b>   |                        |                    |                   |              |              |              |                     |             |
| 009673 400000                                        | REGULAR WAGES          | 366,600            | 366,600           | 233,938.09   | 23,200.01    | .00          | 132,661.91          | 63.8%       |
| 009673 430000                                        | OVERTIME               | 35,000             | 35,000            | 36,272.99    | 4,299.24     | .00          | -1,272.99           | 103.6%      |
| 009673 460000                                        | STATE RETIREMENT       | 69,900             | 69,900            | 47,016.77    | 4,784.87     | .00          | 22,883.23           | 67.3%       |
| 009673 470000                                        | F.I.C.A. TAXES         | 30,730             | 30,730            | 20,302.49    | 2,063.29     | .00          | 10,427.51           | 66.1%       |
| 009673 480000                                        | HOSPITALIZATION INS.   | 92,400             | 92,400            | 49,800.00    | 5,400.00     | .00          | 42,600.00           | 53.9%       |
| 009673 500500                                        | PRINTED FORMS          | 2,500              | 2,500             | 179.40       | .00          | .00          | 2,320.60            | 7.2%        |
| 009673 501000                                        | OTHER EXPENDABLE OFF   | 3,000              | 3,000             | 2,005.43     | 440.49       | 529.99       | 464.57              | 84.5%       |
| 009673 513000                                        | CHEMICALS              | 50,000             | 50,000            | 49,909.74    | .00          | .00          | 90.34               | 99.8%       |
| 009673 525000                                        | GAS AND OIL            | 7,000              | 7,000             | 5,897.40     | 664.00       | .00          | 1,102.60            | 84.2%       |
| 009673 525700                                        | DIESEL FUEL            | 7,000              | 7,000             | 1,983.26     | .00          | .00          | 5,016.74            | 28.3%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                   |        |                      | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|-----------------------------------|--------|----------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 009673                            | 526000 | OTHER FUEL           | 500                | 500               | 120.00       | .00          | .00          | 380.00              | 24.0%       |
| 009673                            | 545000 | HAND TOOLS           | 500                | 500               | 23.99        | .00          | .00          | 476.01              | 4.8%        |
| 009673                            | 546000 | MINOR EQUIPMENT      | 2,000              | 2,000             | 1,902.73     | .00          | .00          | 97.27               | 95.1%       |
| 009673                            | 549500 | PUMPING EQUIPMENT PA | 15,000             | 15,000            | 11,344.00    | 9,194.00     | .00          | 3,656.00            | 75.6%       |
| 009673                            | 559000 | OTHER OPERATING MATL | 5,000              | 5,000             | 2,360.58     | 2,360.58     | 388.90       | 2,250.52            | 55.0%       |
| 009673                            | 560000 | BUILDING MATERIALS & | 5,000              | 5,000             | .00          | .00          | 2,830.00     | 2,170.00            | 56.6%       |
| 009673                            | 560500 | ELECTRICAL SUPPLIES  | 7,000              | 7,000             | 4,597.00     | 4,597.00     | .00          | 2,403.00            | 65.7%       |
| 009673                            | 565000 | PAINT AND PAINTING S | 2,000              | 2,000             | 1,219.26     | 1,219.26     | .00          | 780.74              | 61.0%       |
| 009673                            | 570000 | MTR VEHICLE REP. PTS | 10,000             | 10,000            | 5,301.67     | 87.52        | 1,124.48     | 3,574.12            | 64.3%       |
| 009673                            | 599000 | OTHER REPAIR/MAINT.  | 8,000              | 8,000             | .00          | .00          | 564.00       | 7,436.00            | 7.1%        |
| 009673                            | 604900 | OTHER PROFESSIONAL S | 485,000            | 485,000           | 470,095.21   | 13,612.93    | 7,767.18     | 7,137.61            | 98.5%       |
| 009673                            | 612000 | FREIGHT              | 1,000              | 1,000             | 809.55       | 560.00       | 144.95       | 45.53               | 95.4%       |
| 009673                            | 630000 | GAS                  | 4,000              | 4,000             | 606.92       | 43.20        | .00          | 3,393.08            | 15.2%       |
| 009673                            | 630500 | ELECTRICITY          | 710,000            | 710,000           | 613,085.36   | 95,992.90    | .00          | 96,914.64           | 86.4%       |
| 009673                            | 635000 | BUILDING R&M         | 80,000             | 80,000            | 43,246.40    | 40,896.40    | .00          | 36,753.60           | 54.1%       |
| 009673                            | 635700 | PLUMBING EQUIPMENT R | 1,000              | 1,000             | 300.00       | .00          | .00          | 700.00              | 30.0%       |
| 009673                            | 638200 | MINOR EQUIPMENT R&M  | 4,000              | 4,000             | 2,777.35     | .00          | .00          | 1,222.65            | 69.4%       |
| 009673                            | 638300 | GENERATOR R&M        | 75,000             | 75,000            | 28,457.16    | .00          | 3,695.00     | 42,847.84           | 42.9%       |
| 009673                            | 638400 | MOTOR VEHICLE EQ. R& | 5,000              | 5,000             | 545.69       | .00          | 434.45       | 4,020.31            | 19.6%       |
| 009673                            | 638700 | AGRICULTURAL EQ. R&M | 1,000              | 9,240             | 8,239.38     | .00          | .00          | 1,001.00            | 89.2%       |
| 009673                            | 639400 | DISINFECT./EXTERMINA | 1,000              | 1,000             | 444.00       | .00          | .00          | 556.00              | 44.4%       |
| 009673                            | 639900 | OTHER REPAIRS AND MA | 11,000             | 11,000            | 4,960.00     | .00          | .00          | 6,040.00            | 45.1%       |
| 009673                            | 643000 | UNIFORM RENT         | 3,000              | 3,000             | 2,829.19     | .00          | .00          | 170.81              | 94.3%       |
| 009673                            | 643500 | MOP-MAT-RAG RENT     | 1,000              | 1,000             | 877.58       | 88.01        | .00          | 122.42              | 87.8%       |
| 009673                            | 687000 | CUSTODIAL SERVICE    | 5,500              | 5,500             | 3,040.00     | .00          | 1,520.00     | 940.00              | 82.9%       |
| 009673                            | 739900 | OTHER EQUIPMENT      | 150,000            | 150,000           | 34,405.00    | 34,405.00    | 36,246.00    | 79,349.00           | 47.1%       |
| 009673                            | 742000 | PICK UP TRUCKS       | 0                  | 23,500            | .00          | .00          | 23,472.35    | 28.00               | 99.9%       |
| TOTAL W&S O&M-WATER PLANT DIVISIO |        |                      | 2,256,630          | 2,288,372         | 1,688,893.59 | 243,908.70   | 78,717.30    | 520,760.66          | 77.2%       |

## 009676 W&amp;S O&amp;M-SEWER DIVISION

|        |        |                      |         |         |            |           |     |           |       |
|--------|--------|----------------------|---------|---------|------------|-----------|-----|-----------|-------|
| 009676 | 400000 | REGULAR WAGES        | 259,880 | 259,880 | 163,503.30 | 17,430.40 | .00 | 96,376.70 | 62.9% |
| 009676 | 430000 | OVERTIME             | 30,000  | 30,000  | 19,726.88  | 1,307.79  | .00 | 10,273.12 | 65.8% |
| 009676 | 460000 | STATE RETIREMENT     | 50,440  | 50,440  | 31,882.06  | 3,260.44  | .00 | 18,557.94 | 63.2% |
| 009676 | 470000 | F.I.C.A. TAXES       | 22,180  | 22,180  | 13,894.24  | 1,414.78  | .00 | 8,285.76  | 62.6% |
| 009676 | 480000 | HOSPITALIZATION INS. | 67,200  | 67,200  | 38,087.50  | 4,200.00  | .00 | 29,112.50 | 56.7% |
| 009676 | 513000 | CHEMICALS            | 165,000 | 165,000 | 161,176.64 | .00       | .00 | 3,823.36  | 97.7% |
| 009676 | 525000 | GAS AND OIL          | 10,000  | 10,000  | 6,679.87   | 445.29    | .00 | 3,320.13  | 66.8% |
| 009676 | 525700 | DIESEL FUEL          | 15,000  | 15,000  | 4,039.62   | 537.73    | .00 | 10,960.38 | 26.9% |
| 009676 | 535500 | WEARING APPAREL      | 3,000   | 3,000   | 453.00     | .00       | .00 | 2,547.00  | 15.1% |
| 009676 | 544000 | HORT./LANDSCAPING SP | 500     | 500     | 130.00     | .00       | .00 | 370.00    | 26.0% |



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 009676 545000 HAND TOOLS           | 6,500              | 6,500             | 516.29       | .00          | 1,268.00     | 4,715.71            | 27.5%       |
| 009676 546000 MINOR EQUIPMENT      | 5,000              | 5,000             | 4,468.64     | .00          | 519.98       | 11.36               | 99.8%       |
| 009676 559000 OTHER OPERATING MATL | 7,000              | 7,000             | 5,163.39     | 4,390.68     | 987.20       | 849.41              | 87.9%       |
| 009676 561000 PLUMBING SUPPLIES    | 30,000             | 65,000            | 48,092.10    | 3,987.54     | 2,966.14     | 13,941.36           | 78.6%       |
| 009676 570000 MTR VEHICLE REP. PTS | 25,000             | 25,000            | 15,104.54    | 3,502.12     | 538.08       | 9,357.05            | 62.6%       |
| 009676 599000 OTHER REPAIR/MAINT.  | 2,000              | 2,000             | 958.25       | 919.25       | 861.58       | 180.17              | 91.0%       |
| 009676 604900 OTHER PROFESSIONAL S | 32,000             | 32,000            | 28,108.99    | 8,886.16     | 3,941.92     | -50.91              | 100.2%      |
| 009676 612000 FREIGHT              | 600                | 600               | 533.26       | 305.00       | 50.00        | 16.88               | 97.2%       |
| 009676 630000 GAS                  | 200                | 200               | 2,016.08     | .00          | .00          | -1,816.08           | 1008.0%     |
| 009676 630500 ELECTRICITY          | 100,000            | 100,000           | 98,993.09    | 14,947.24    | .00          | 1,006.91            | 99.0%       |
| 009676 636000 STREETS & STRUCTURES | 2,345,000          | 2,345,000         | 1,851,302.90 | 174,040.73   | .00          | 493,697.10          | 78.9%       |
| 009676 638200 MINOR EQUIPMENT R&M  | 2,500              | 2,500             | 1,506.35     | .00          | .00          | 993.65              | 60.3%       |
| 009676 638400 MOTOR VEHICLE EQ. R& | 35,000             | 35,000            | 10,946.81    | 175.00       | 185.00       | 23,868.67           | 31.8%       |
| 009676 638600 CONSTRUCTION EQUIP R | 20,000             | 20,000            | 8,235.21     | 512.22       | 820.72       | 10,944.08           | 45.3%       |
| 009676 639800 TOW IN CHARGES       | 2,000              | 2,000             | 55.00        | .00          | .00          | 1,945.00            | 2.8%        |
| 009676 643000 UNIFORM RENT         | 3,500              | 3,500             | 2,714.21     | 1,346.31     | .00          | 785.79              | 77.5%       |
| 009676 739900 OTHER EQUIPMENT      | 70,000             | 70,000            | .00          | .00          | 68,400.00    | 1,600.00            | 97.7%       |
| TOTAL W&S O&M-SEWER DIVISION       | 3,309,500          | 3,344,500         | 2,518,288.22 | 241,608.68   | 80,538.62    | 745,673.04          | 77.7%       |
| 009677 W&S O&M-SEWER LAGOON DIV.   |                    |                   |              |              |              |                     |             |
| 009677 400000 REGULAR WAGES        | 199,910            | 199,910           | 145,994.06   | 15,337.61    | .00          | 53,915.94           | 73.0%       |
| 009677 430000 OVERTIME             | 25,000             | 25,000            | 16,546.59    | 2,185.33     | .00          | 8,453.41            | 66.2%       |
| 009677 460000 STATE RETIREMENT     | 39,140             | 39,140            | 28,282.08    | 3,048.98     | .00          | 10,857.92           | 72.3%       |
| 009677 470000 F.I.C.A. TAXES       | 17,210             | 17,210            | 12,082.51    | 1,301.41     | .00          | 5,127.49            | 70.2%       |
| 009677 480000 HOSPITALIZATION INS. | 50,400             | 50,400            | 32,400.00    | 3,600.00     | .00          | 18,000.00           | 64.3%       |
| 009677 513000 CHEMICALS            | 160,000            | 160,000           | 130,811.30   | 55,043.05    | 7,242.90     | 21,945.80           | 86.3%       |
| 009677 525000 GAS AND OIL          | 10,000             | 10,000            | 3,254.68     | 715.80       | .00          | 6,745.32            | 32.5%       |
| 009677 525700 DIESEL FUEL          | 5,000              | 5,000             | 4,601.39     | 524.51       | .00          | 398.61              | 92.0%       |
| 009677 546000 MINOR EQUIPMENT      | 65,000             | 65,000            | 1,992.00     | .00          | .00          | 63,008.00           | 3.1%        |
| 009677 570000 MTR VEHICLE REP. PTS | 6,000              | 6,000             | 715.08       | .00          | 183.00       | 5,101.92            | 15.0%       |
| 009677 602500 LEGAL                | 187,000            | 175,000           | 10,099.60    | 1,462.00     | .00          | 164,900.40          | 5.8%        |
| 009677 604900 OTHER PROFESSIONAL S | 85,000             | 97,000            | 95,683.32    | .00          | .00          | 1,316.68            | 98.6%       |
| 009677 612000 FREIGHT              | 500                | 500               | 34.28        | .00          | .00          | 465.72              | 6.9%        |
| 009677 630500 ELECTRICITY          | 770,000            | 770,000           | 592,358.98   | 108,159.84   | .00          | 177,641.02          | 76.9%       |
| 009677 638000 FIXED EQUIPMENT R&M  | 1,270,000          | 1,270,000         | 835,514.31   | 39,778.01    | .00          | 434,485.69          | 65.8%       |
| 009677 639400 DISINFECT./EXTERMINA | 600                | 600               | 360.00       | .00          | .00          | 240.00              | 60.0%       |
| TOTAL W&S O&M-SEWER LAGOON DIV.    | 2,890,760          | 2,890,760         | 1,910,730.18 | 231,156.54   | 7,425.90     | 972,603.92          | 66.4%       |
| TOTAL WATER & SEWER OPERATION/MAI  | 13,215,530         | 13,863,934        | 9,670,825.28 | 875,754.57   | 228,548.69   | 3,964,559.60        | 71.4%       |
| TOTAL EXPENSES                     | 13,215,530         | 13,863,934        | 9,670,825.28 | 875,754.57   | 228,548.69   | 3,964,559.60        |             |

## YEAR-TO-DATE BUDGET REPORT

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| 010                                               | WATER & SEWER B & I   | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED  | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|---------------------------------------------------|-----------------------|--------------------|-------------------|---------------|--------------|--------------|---------------------|-------------|
| <b>010 WATER &amp; SEWER B &amp; I</b>            |                       |                    |                   |               |              |              |                     |             |
| <b>010451 W&amp;S B&amp;I-REVENUE OBLIGATIONS</b> |                       |                    |                   |               |              |              |                     |             |
| 010451 800000                                     | GENERAL ISSUES-PRINC  | 815,000            | 815,000           | 654,975.00    | .00          | .00          | 160,025.00          | 80.4%       |
| 010451 801000                                     | REVENUE ISSUES-PRINC  | 10,095,000         | 10,095,000        | 570,000.00    | .00          | .00          | 9,525,000.00        | 5.6%        |
| 010451 810000                                     | GENERAL ISSUES-INTER  | 101,360            | 101,360           | 45,954.38     | .00          | .00          | 55,405.62           | 45.3%       |
| 010451 811000                                     | REVENUE ISSUES-INTER  | 2,116,986          | 2,116,986         | 769,232.13    | .00          | .00          | 1,347,753.87        | 36.3%       |
| 010451 840000                                     | GENERAL ISSUES        | 9,000              | 9,000             | 2,790.00      | .00          | .00          | 6,210.00            | 31.0%       |
| 010451 841000                                     | REVENUE ISSUES        | 6,000              | 6,000             | 5,500.00      | 4,500.00     | .00          | 500.00              | 91.7%       |
| TOTAL W&S B&I-REVENUE OBLIGATIONS                 |                       | 13,143,346         | 13,143,346        | 2,048,451.51  | 4,500.00     | .00          | 11,094,894.49       | 15.6%       |
| TOTAL WATER & SEWER B & I                         |                       | 13,143,346         | 13,143,346        | 2,048,451.51  | 4,500.00     | .00          | 11,094,894.49       | 15.6%       |
| TOTAL EXPENSES                                    |                       | 13,143,346         | 13,143,346        | 2,048,451.51  | 4,500.00     | .00          | 11,094,894.49       |             |
| <b>011 WATER &amp; SEWER FUND</b>                 |                       |                    |                   |               |              |              |                     |             |
| <b>011451 WATER &amp; SEWER-REV.OBLIGATN</b>      |                       |                    |                   |               |              |              |                     |             |
| 011451 841000                                     | REVENUE ISSUES        | 10,000             | 10,000            | 8,900.00      | 2,800.00     | .00          | 1,100.00            | 89.0%       |
| TOTAL WATER & SEWER-REV.OBLIGATN                  |                       | 10,000             | 10,000            | 8,900.00      | 2,800.00     | .00          | 1,100.00            | 89.0%       |
| <b>011500 WATER &amp; SEWER-TRANSFERS</b>         |                       |                    |                   |               |              |              |                     |             |
| 011500 900001                                     | T/T GENERAL FUND      | 824,000            | 824,000           | 225,000.00    | 225,000.00   | .00          | 599,000.00          | 27.3%       |
| 011500 900009                                     | T/T WATER & SEWER O&  | 13,000,000         | 13,700,000        | 10,149,997.00 | 1,183,333.00 | .00          | 3,550,003.00        | 74.1%       |
| 011500 900017                                     | T/T WATER & SEWER CO  | 50,000             | 50,000            | 50,000.00     | .00          | .00          | .00                 | 100.0%      |
| 011500 900021                                     | T/T 21 REFUNDING      | 2,050,000          | 2,050,000         | 1,366,664.00  | .00          | .00          | 683,336.00          | 66.7%       |
| 011500 900075                                     | T/T W & S CONSTRUCTI  | 2,276,470          | 1,576,470         | 1,734,927.43  | 33,149.17    | .00          | -158,457.43         | 110.1%      |
| 011500 9000GO                                     | T/T 2010 W&S GO BOND  | 300,000            | 300,000           | 225,000.00    | 25,000.00    | .00          | 75,000.00           | 75.0%       |
| 011500 9000M                                      | T/T W&SB&I (METER GO) | 700,000            | 700,000           | 524,997.33    | 58,333.33    | .00          | 175,002.67          | 75.0%       |
| TOTAL WATER & SEWER-TRANSFERS                     |                       | 19,200,470         | 19,200,470        | 14,276,585.76 | 1,524,815.50 | .00          | 4,923,884.24        | 74.4%       |
| <b>011660 WATER &amp; SEWER-CUST.ACCT.DIV.</b>    |                       |                    |                   |               |              |              |                     |             |
| 011660 683200                                     | BANK SERV/TRF FEE     | 3,000              | 3,000             | 2,756.07      | 302.34       | .00          | 243.93              | 91.9%       |

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|                                      | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED  | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|--------------------------------------|--------------------|-------------------|---------------|--------------|--------------|---------------------|-------------|
| 011660 6835WT WATER RELATED REFUND   | 60,000             | 60,000            | 30,622.55     | 2,982.43     | .00          | 29,377.45           | 51.0%       |
| TOTAL WATER & SEWER-CUST.ACCT.DIV    | 63,000             | 63,000            | 33,378.62     | 3,284.77     | .00          | 29,621.38           | 53.0%       |
| TOTAL WATER & SEWER FUND             | 19,273,470         | 19,273,470        | 14,318,864.38 | 1,530,900.27 | .00          | 4,954,605.62        | 74.3%       |
| TOTAL EXPENSES                       | 19,273,470         | 19,273,470        | 14,318,864.38 | 1,530,900.27 | .00          | 4,954,605.62        |             |
| 012 2019 TIF B&I-PLANET FITNESS      |                    |                   |               |              |              |                     |             |
| 012452 TIF B&I-PLANET FIT-GEN OBLIGA |                    |                   |               |              |              |                     |             |
| 012452 802000 IND/ECON DEV ISSUES-   | 19,000             | 19,000            | 38,684.58     | .00          | .00          | -19,684.58          | 203.6%      |
| 012452 812000 IND/ECON DEV ISSUES-   | 44,000             | 44,000            | 19,928.42     | .00          | .00          | 24,071.58           | 45.3%       |
| TOTAL TIF B&I-PLANET FIT-GEN OBLI    | 63,000             | 63,000            | 58,613.00     | .00          | .00          | 4,387.00            | 93.0%       |
| TOTAL 2019 TIF B&I-PLANET FITNESS    | 63,000             | 63,000            | 58,613.00     | .00          | .00          | 4,387.00            | 93.0%       |
| TOTAL EXPENSES                       | 63,000             | 63,000            | 58,613.00     | .00          | .00          | 4,387.00            |             |
| 013 CITY B & I                       |                    |                   |               |              |              |                     |             |
| 013450 CITY B&I-GENERAL OBLIGATIONS  |                    |                   |               |              |              |                     |             |
| 013450 683000 PROP.TAX COLL. FEES    | 14,000             | 14,000            | 7,627.93      | 920.13       | .00          | 6,372.07            | 54.5%       |
| 013450 683100 PROP.TAX COLL. FEES.   | 18,000             | 18,000            | 13,956.08     | 73.67        | .00          | 4,043.92            | 77.5%       |
| 013450 800000 GENERAL ISSUES-PRINC   | 845,000            | 845,000           | 845,000.00    | .00          | .00          | .00                 | 100.0%      |
| 013450 802100 5 YEAR NOTE PRINCIPA   | 795,420            | 795,420           | 795,420.00    | .00          | .00          | .00                 | 100.0%      |
| 013450 810000 GENERAL ISSUES-INTER   | 1,993,056          | 1,993,056         | 1,000,265.54  | .00          | .00          | 992,790.46          | 50.2%       |
| 013450 812100 5 YEAR NOTE INTEREST   | 53,327             | 53,327            | 53,227.50     | .00          | .00          | 99.50               | 99.8%       |
| 013450 840000 GENERAL ISSUES         | 20,000             | 20,000            | 7,050.00      | .00          | .00          | 12,950.00           | 35.3%       |
| TOTAL CITY B&I-GENERAL OBLIGATION    | 3,738,803          | 3,738,803         | 2,722,547.05  | 993.80       | .00          | 1,016,255.95        | 72.8%       |
| TOTAL CITY B & I                     | 3,738,803          | 3,738,803         | 2,722,547.05  | 993.80       | .00          | 1,016,255.95        | 72.8%       |
| TOTAL EXPENSES                       | 3,738,803          | 3,738,803         | 2,722,547.05  | 993.80       | .00          | 1,016,255.95        |             |

## 014 SCHOOL FUND

## 014599 SCHOOL FUND-MISC.CHARGES

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| 014                                               | SCHOOL FUND                       | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|---------------------------------------------------|-----------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 014599 683000                                     | PROP.TAX COLL. FEES               | 0                  | 0                 | 90,569.08    | 8,665.69     | .00          | -90,569.08          | 100.0%      |
| 014599 683100                                     | PROP.TAX COLL. FEES.              | 0                  | 0                 | 83,333.59    | 632.15       | .00          | -83,333.59          | 100.0%      |
|                                                   | TOTAL SCHOOL FUND-MISC.CHARGES    | 0                  | 0                 | 173,902.67   | 9,297.84     | .00          | -173,902.67         | 100.0%      |
|                                                   | TOTAL SCHOOL FUND                 | 0                  | 0                 | 173,902.67   | 9,297.84     | .00          | -173,902.67         | 100.0%      |
|                                                   | TOTAL EXPENSES                    | 0                  | 0                 | 173,902.67   | 9,297.84     | .00          | -173,902.67         |             |
| <b>018 POLICE &amp; FIREMAN DIS. &amp; RELIEF</b> |                                   |                    |                   |              |              |              |                     |             |
| <b>018701 P&amp;FD&amp;R-TRUST AND AGENCY</b>     |                                   |                    |                   |              |              |              |                     |             |
| 018701 682500                                     | PENSION EXPENSE                   | 0                  | 0                 | 25,176.32    | -9,009.72    | .00          | -25,176.32          | 100.0%      |
| 018701 683000                                     | PROP.TAX COLL. FEES               | 0                  | 0                 | 4,469.31     | 527.06       | .00          | -4,469.31           | 100.0%      |
| 018701 683100                                     | PROP.TAX COLL. FEES.              | 0                  | 0                 | 6,246.05     | 42.25        | .00          | -6,246.05           | 100.0%      |
|                                                   | TOTAL P&FD&R-TRUST AND AGENCY     | 0                  | 0                 | 35,891.68    | -8,440.41    | .00          | -35,891.68          | 100.0%      |
|                                                   | TOTAL POLICE & FIREMAN DIS. & REL | 0                  | 0                 | 35,891.68    | -8,440.41    | .00          | -35,891.68          | 100.0%      |
|                                                   | TOTAL EXPENSES                    | 0                  | 0                 | 35,891.68    | -8,440.41    | .00          | -35,891.68          |             |
| <b>019 POLICE FORFEITURES FUND</b>                |                                   |                    |                   |              |              |              |                     |             |
| <b>019100 POL.FORFEITURES-POLICE DIV.</b>         |                                   |                    |                   |              |              |              |                     |             |
| 019100 535000                                     | UNIFORMS, BADGES, ET              | 0                  | 2,020             | 2,016.00     | .00          | .00          | 4.00                | 99.8%       |
| 019100 559100                                     | OTHER OPER.MATLS-FUL              | 0                  | 700               | 450.00       | .00          | .00          | 249.99              | 64.3%       |
| 019100 559200                                     | OTHER OPER.MATLS-D.A              | 0                  | 18,985            | 4,995.71     | 1,997.30     | .00          | 13,989.29           | 26.3%       |
| 019100 604900                                     | OTHER PROFESSIONAL S              | 0                  | 4,000             | 1,479.65     | 1,479.65     | .00          | 2,520.35            | 37.0%       |
| 019100 684000                                     | DUES AND MEMBERSHIPS              | 0                  | 2,500             | 2,500.00     | .00          | .00          | .00                 | 100.0%      |
| 019100 739900                                     | OTHER EQUIPMENT                   | 0                  | 26,000            | 25,438.85    | 358.85       | .00          | 561.15              | 97.8%       |
| 019100 740001                                     | D.A.R.E. AUTOMOBILES              | 0                  | 11,685            | 11,040.00    | .00          | .00          | 645.00              | 94.5%       |
|                                                   | TOTAL POL.FORFEITURES-POLICE DIV. | 0                  | 65,890            | 47,920.21    | 3,835.80     | .00          | 17,969.78           | 72.7%       |
|                                                   | TOTAL POLICE FORFEITURES FUND     | 0                  | 65,890            | 47,920.21    | 3,835.80     | .00          | 17,969.78           | 72.7%       |
|                                                   | TOTAL EXPENSES                    | 0                  | 65,890            | 47,920.21    | 3,835.80     | .00          | 17,969.78           |             |
| <b>020 2002 TIF B&amp;I-SOUTHERN POINTE</b>       |                                   |                    |                   |              |              |              |                     |             |

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| 020                                           | 2002 TIF B&I-SOUTHERN POINTE      | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|-----------------------------------------------|-----------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| <b>020452 2002 TIF B&amp;I-S/P GEN OBLIGA</b> |                                   |                    |                   |              |              |              |                     |             |
| 020452 802000                                 | IND/ECON DEV ISSUES-              | 170,000            | 170,000           | 170,000.00   |              | .00          | .00                 | 100.0%      |
| 020452 812000                                 | IND/ECON DEV ISSUES-              | 73,963             | 73,963            | 39,042.50    |              | .00          | 34,920.50           | 52.8%       |
| 020452 842000                                 | IND/ECON DEV ISSUES               | 2,000              | 2,000             | 1,250.00     |              | .00          | 750.00              | 62.5%       |
|                                               | TOTAL 2002 TIF B&I-S/P GEN OBLIGA | 245,963            | 245,963           | 210,292.50   |              | .00          | 35,670.50           | 85.5%       |
|                                               | TOTAL 2002 TIF B&I-SOUTHERN POINT | 245,963            | 245,963           | 210,292.50   |              | .00          | 35,670.50           | 85.5%       |
|                                               | TOTAL EXPENSES                    | 245,963            | 245,963           | 210,292.50   |              | .00          | 35,670.50           |             |
| <b>022 2003 TIF B&amp;I-CHAUVET SQUARE</b>    |                                   |                    |                   |              |              |              |                     |             |
| <b>022452 2003 TIF B&amp;I-C/S GEN OBLIGA</b> |                                   |                    |                   |              |              |              |                     |             |
| 022452 802000                                 | IND/ECON DEV ISSUES-              | 145,000            | 145,000           | 145,000.00   | 85,000.00    | .00          | .00                 | 100.0%      |
| 022452 812000                                 | IND/ECON DEV ISSUES-              | 45,995             | 45,995            | 45,995.00    | 9,320.00     | .00          | .00                 | 100.0%      |
| 022452 842000                                 | IND/ECON DEV ISSUES               | 2,500              | 2,500             | 2,000.00     |              | .00          | 500.00              | 80.0%       |
|                                               | TOTAL 2003 TIF B&I-C/S GEN OBLIGA | 193,495            | 193,495           | 192,995.00   | 94,320.00    | .00          | 500.00              | 99.7%       |
|                                               | TOTAL 2003 TIF B&I-CHAUVET SQUARE | 193,495            | 193,495           | 192,995.00   | 94,320.00    | .00          | 500.00              | 99.7%       |
|                                               | TOTAL EXPENSES                    | 193,495            | 193,495           | 192,995.00   | 94,320.00    | .00          | 500.00              |             |
| <b>023 2006 TIF B&amp;I-TURTLE CROSSING</b>   |                                   |                    |                   |              |              |              |                     |             |
| <b>023452 2007 TIF B&amp;I-T/C GEN OBLIGA</b> |                                   |                    |                   |              |              |              |                     |             |
| 023452 802000                                 | IND/ECON DEV ISSUES-              | 100,000            | 100,000           | 100,000.00   |              | .00          | .00                 | 100.0%      |
| 023452 812000                                 | IND/ECON DEV ISSUES-              | 39,230             | 39,230            | 39,230.00    |              | .00          | .00                 | 100.0%      |
| 023452 842000                                 | IND/ECON DEV ISSUES               | 4,000              | 4,000             | 2,250.00     | 1,000.00     | .00          | 1,750.00            | 56.3%       |
|                                               | TOTAL 2007 TIF B&I-T/C GEN OBLIGA | 143,230            | 143,230           | 141,480.00   | 1,000.00     | .00          | 1,750.00            | 98.8%       |
|                                               | TOTAL 2006 TIF B&I-TURTLE CROSSIN | 143,230            | 143,230           | 141,480.00   | 1,000.00     | .00          | 1,750.00            | 98.8%       |
|                                               | TOTAL EXPENSES                    | 143,230            | 143,230           | 141,480.00   | 1,000.00     | .00          | 1,750.00            |             |
| <b>024 2008 TIF B&amp;I-LINCOLN CENTER</b>    |                                   |                    |                   |              |              |              |                     |             |
| <b>024452 2008 TIF B&amp;I-L/C GEN OBLIGA</b> |                                   |                    |                   |              |              |              |                     |             |



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| 024                                   | 2008 TIF B&I-LINCOLN CENTER        | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED  | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|---------------------------------------|------------------------------------|--------------------|-------------------|---------------|--------------|--------------|---------------------|-------------|
| 024452 802000                         | IND/ECON DEV ISSUES-               | 50,000             | 50,000            | 50,000.00     | .00          | .00          | .00                 | 100.0%      |
| 024452 812000                         | IND/ECON DEV ISSUES-               | 4,000              | 4,000             | 4,000.00      | .00          | .00          | .00                 | 100.0%      |
| 024452 842000                         | IND/ECON DEV ISSUES                | 1,000              | 1,000             | 850.00        | .00          | .00          | 150.00              | 85.0%       |
|                                       | TOTAL 2008 TIF B&I-L/C GEN OBLIGA  | 55,000             | 55,000            | 54,850.00     | .00          | .00          | 150.00              | 99.7%       |
|                                       | TOTAL 2008 TIF B&I-LINCOLN CENTER  | 55,000             | 55,000            | 54,850.00     | .00          | .00          | 150.00              | 99.7%       |
|                                       | TOTAL EXPENSES                     | 55,000             | 55,000            | 54,850.00     | .00          | .00          | 150.00              |             |
| 025 2011 TIF B&I-KOHL'S               |                                    |                    |                   |               |              |              |                     |             |
| 025452 2011 TIF B&I-KOHL'S GEN OBLIGA |                                    |                    |                   |               |              |              |                     |             |
| 025452 842000                         | IND/ECON DEV ISSUES                | 0                  | 0                 | 1,740.00      | .00          | .00          | -1,740.00           | 100.0%      |
|                                       | TOTAL 2011 TIF B&I-KOHL'S GEN OBLI | 0                  | 0                 | 1,740.00      | .00          | .00          | -1,740.00           | 100.0%      |
|                                       | TOTAL 2011 TIF B&I-KOHL'S          | 0                  | 0                 | 1,740.00      | .00          | .00          | -1,740.00           | 100.0%      |
|                                       | TOTAL EXPENSES                     | 0                  | 0                 | 1,740.00      | .00          | .00          | -1,740.00           |             |
| 026 2016 TIF B&I-WHISPERING PINES     |                                    |                    |                   |               |              |              |                     |             |
| 026452 2016 TIF B&I-WHISP PINES EXPEN |                                    |                    |                   |               |              |              |                     |             |
| 026452 802000                         | IND/ECON DEV ISSUES-               | 182,000            | 182,000           | 182,000.00    | 182,000.00   | .00          | .00                 | 100.0%      |
| 026452 812000                         | IND/ECON DEV ISSUES-               | 97,383             | 97,383            | 97,382.50     | 48,691.25    | .00          | .50                 | 100.0%      |
| 026452 842000                         | IND/ECON DEV ISSUES                | 2,000              | 2,000             | 1,940.00      | .00          | .00          | 60.00               | 97.0%       |
|                                       | TOTAL 2016 TIF B&I-WHISP PINES EX  | 281,383            | 281,383           | 281,322.50    | 230,691.25   | .00          | 60.50               | 100.0%      |
|                                       | TOTAL 2016 TIF B&I-WHISPERING PIN  | 281,383            | 281,383           | 281,322.50    | 230,691.25   | .00          | 60.50               | 100.0%      |
|                                       | TOTAL EXPENSES                     | 281,383            | 281,383           | 281,322.50    | 230,691.25   | .00          | 60.50               |             |
| 027 TAX COLLECTOR'S FUND              |                                    |                    |                   |               |              |              |                     |             |
| 027500 TAX COLLECTOR'S-TRANSFERS      |                                    |                    |                   |               |              |              |                     |             |
| 027500 900001                         | T/T GENERAL FUND                   | 0                  | 0                 | 17,715,489.99 | 256,906.02   | .00          | -17,715,489.99      | 100.0%      |

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| 027                                   | TAX COLLECTOR'S FUND        | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED  | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|---------------------------------------|-----------------------------|--------------------|-------------------|---------------|--------------|--------------|---------------------|-------------|
| 027500                                | 900002 T/T PARKS & RECREATI | 0                  | 0                 | 907,694.42    | 12,568.22    | .00          | -907,694.42         | 100.0%      |
| 027500                                | 900004 T/T LIBRARY          | 0                  | 0                 | 885,967.76    | 12,267.40    | .00          | -885,967.76         | 100.0%      |
| 027500                                | 900012 T/T PLANET FITNESS T | 0                  | 0                 | 27,667.00     | .00          | .00          | -27,667.00          | 100.0%      |
| 027500                                | 900013 T/T CITY B & I       | 0                  | 0                 | 2,264,915.81  | 31,366.42    | .00          | -2,264,915.81       | 100.0%      |
| 027500                                | 900014 T/T SCHOOL FUND      | 0                  | 0                 | 18,160,768.57 | 261,970.98   | .00          | -18,160,768.57      | 100.0%      |
| 027500                                | 900018 T/T POL/FIRE DIS./RE | 0                  | 0                 | 1,298,543.51  | 17,978.59    | .00          | -1,298,543.51       | 100.0%      |
| 027500                                | 900020 T/T 2002 TIF B&I-S/P | 0                  | 0                 | 138,876.00    | .00          | .00          | -138,876.00         | 100.0%      |
| 027500                                | 900022 T/T 2003 TIF B&I-CHA | 0                  | 0                 | 200,000.00    | .00          | .00          | -200,000.00         | 100.0%      |
| 027500                                | 900023 T/T 2007 TIF B&I-T/C | 0                  | 0                 | 115,000.00    | .00          | .00          | -115,000.00         | 100.0%      |
| 027500                                | 900024 T/T 2008 TIF B&I-LIN | 0                  | 0                 | 98,000.00     | .00          | .00          | -98,000.00          | 100.0%      |
| 027500                                | 900026 T/T '16 TIF B&I-WHIS | 0                  | 0                 | 167,296.00    | .00          | .00          | -167,296.00         | 100.0%      |
| 027500                                | 900028 T/T 2016 TIF B&I-HBU | 0                  | 0                 | 34,040.00     | .00          | .00          | -34,040.00          | 100.0%      |
| 027500                                | 900050 T/T RIDGE AT TURTLE  | 0                  | 0                 | 89,571.00     | .00          | .00          | -89,571.00          | 100.0%      |
| 027500                                | 900051 T/T MIDTOWN MARKET   | 0                  | 0                 | 10,707.00     | .00          | .00          | -10,707.00          | 100.0%      |
| 027500                                | 900052 T/T 2019 TIF B&I-ELA | 0                  | 0                 | 133,642.00    | .00          | .00          | -133,642.00         | 100.0%      |
| 027500                                | 900073 T/T MASS TRANSIT OPE | 0                  | 0                 | 229,259.28    | 3,174.55     | .00          | -229,259.28         | 100.0%      |
| 027500                                | 9000EB T/T GENERAL FD-EXCES | 0                  | 0                 | 174,404.94    | .00          | .00          | -174,404.94         | 100.0%      |
| 027500                                | 9000IP T/T GENERAL FD-INT/P | 0                  | 0                 | 136,426.02    | 13,314.12    | .00          | -136,426.02         | 100.0%      |
| 027500                                | 9000SB T/T SCHOOL-1988 SCH. | 0                  | 0                 | 2,474,102.43  | 35,167.78    | .00          | -2,474,102.43       | 100.0%      |
| TOTAL TAX COLLECTOR'S-TRANSFERS       |                             | 0                  | 0                 | 45,262,371.73 | 644,714.08   | .00          | -45,262,371.73      | 100.0%      |
| TOTAL TAX COLLECTOR'S FUND            |                             | 0                  | 0                 | 45,262,371.73 | 644,714.08   | .00          | -45,262,371.73      | 100.0%      |
| TOTAL EXPENSES                        |                             | 0                  | 0                 | 45,262,371.73 | 644,714.08   | .00          | -45,262,371.73      |             |
| 028 2016 TIF B&I-HBRG CLINIC MIDTN    |                             |                    |                   |               |              |              |                     |             |
| 028452 2016 TIF B&I-HBRG CLINIC MIDTN |                             |                    |                   |               |              |              |                     |             |
| 028452                                | 802000 IND/ECON DEV ISSUES- | 51,000             | 51,000            | 53,000.00     | .00          | .00          | -2,000.00           | 103.9%      |
| 028452                                | 812000 IND/ECON DEV ISSUES- | 24,645             | 24,645            | 22,605.12     | .00          | .00          | 2,039.88            | 91.7%       |
| TOTAL 2016 TIF B&I-HBRG CLINIC MI     |                             | 75,645             | 75,645            | 75,605.12     | .00          | .00          | 39.88               | 99.9%       |
| TOTAL 2016 TIF B&I-HBRG CLINIC MI     |                             | 75,645             | 75,645            | 75,605.12     | .00          | .00          | 39.88               | 99.9%       |
| TOTAL EXPENSES                        |                             | 75,645             | 75,645            | 75,605.12     | .00          | .00          | 39.88               |             |
| 039 AIRPORT IMPROVEMENT FUND          |                             |                    |                   |               |              |              |                     |             |
| 039551 AIRPORT IMPR.-AIRPORT DIV      |                             |                    |                   |               |              |              |                     |             |
| 039551                                | 601500 ENGINEERING          | 50,000             | 50,000            | 15,615.00     | 11,240.00    | .00          | 34,385.00           | 31.2%       |

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| 039                                   | AIRPORT IMPROVEMENT FUND          | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|---------------------------------------|-----------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 039551 729502                         | AIRPORT IMP-FAA                   | 1,348,179          | 1,469,578         | 1,112,401.66 | 25,570.24    | .00          | 357,176.34          | 75.7%       |
|                                       | TOTAL AIRPORT IMPR.-AIRPORT DIV   | 1,398,179          | 1,519,578         | 1,128,016.66 | 36,810.24    | .00          | 391,561.34          | 74.2%       |
|                                       | TOTAL AIRPORT IMPROVEMENT FUND    | 1,398,179          | 1,519,578         | 1,128,016.66 | 36,810.24    | .00          | 391,561.34          | 74.2%       |
|                                       | TOTAL EXPENSES                    | 1,398,179          | 1,519,578         | 1,128,016.66 | 36,810.24    | .00          | 391,561.34          |             |
| 050 2015A TIF B&I-RIDGE/TURTLE CRK    |                                   |                    |                   |              |              |              |                     |             |
| 050452 2015A TIF B&I-RIDGE/TURTLE CRK |                                   |                    |                   |              |              |              |                     |             |
| 050452 802000                         | IND/ECON DEV ISSUES-              | 71,000             | 71,000            | 71,000.00    | .00          | .00          | .00                 | 100.0%      |
| 050452 812000                         | IND/ECON DEV ISSUES-              | 48,430             | 48,430            | 48,427.50    | .00          | .00          | 2.50                | 100.0%      |
| 050452 842000                         | IND/ECON DEV ISSUES               | 2,000              | 2,000             | 1,940.00     | .00          | .00          | 60.00               | 97.0%       |
|                                       | TOTAL 2015A TIF B&I-RIDGE/TURTLE  | 121,430            | 121,430           | 121,367.50   | .00          | .00          | 62.50               | 99.9%       |
|                                       | TOTAL 2015A TIF B&I-RIDGE/TURTLE  | 121,430            | 121,430           | 121,367.50   | .00          | .00          | 62.50               | 99.9%       |
|                                       | TOTAL EXPENSES                    | 121,430            | 121,430           | 121,367.50   | .00          | .00          | 62.50               |             |
| 051 2015B TIF B&I-MIDTOWN MARKET      |                                   |                    |                   |              |              |              |                     |             |
| 051452 2015B TIF B&I-MIDTOWN MARKET   |                                   |                    |                   |              |              |              |                     |             |
| 051452 802000                         | IND/ECON DEV ISSUES-              | 12,000             | 12,000            | 12,000.00    | .00          | .00          | .00                 | 100.0%      |
| 051452 812000                         | IND/ECON DEV ISSUES-              | 8,360              | 8,360             | 8,360.00     | .00          | .00          | .00                 | 100.0%      |
| 051452 842000                         | IND/ECON DEV ISSUES               | 2,000              | 2,000             | 1,940.00     | .00          | .00          | 60.00               | 97.0%       |
|                                       | TOTAL 2015B TIF B&I-MIDTOWN MARKE | 22,360             | 22,360            | 22,300.00    | .00          | .00          | 60.00               | 99.7%       |
|                                       | TOTAL 2015B TIF B&I-MIDTOWN MARKE | 22,360             | 22,360            | 22,300.00    | .00          | .00          | 60.00               | 99.7%       |
|                                       | TOTAL EXPENSES                    | 22,360             | 22,360            | 22,300.00    | .00          | .00          | 60.00               |             |
| 052 2019 TIF B&I-ELAM ARMS MIDTOWN    |                                   |                    |                   |              |              |              |                     |             |
| 052452 2019 TIF B&I ELAM ARMS MIDTOWN |                                   |                    |                   |              |              |              |                     |             |
| 052452 802000                         | IND/ECON DEV ISSUES-              | 166,000            | 166,000           | 166,000.00   | .00          | .00          | .00                 | 100.0%      |

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| 052                               | 2019   | TIF B&I-ELAM ARMS MIDTOWN | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-----------------------------------|--------|---------------------------|-----------------|----------------|--------------|--------------|--------------|------------------|----------|
| 052452                            | 812000 | IND/ECON DEV ISSUES-      | 126,824         | 126,824        | 126,824.00   |              | .00          | .00              | 100.0%   |
| 052452                            | 842000 | IND/ECON DEV ISSUES       | 2,500           | 2,500          | 2,000.00     |              | .00          | 500.00           | 80.0%    |
| TOTAL 2019 TIF B&I ELAM ARMS MIDT |        |                           | 295,324         | 295,324        | 294,824.00   |              | .00          | 500.00           | 99.8%    |
| TOTAL 2019 TIF B&I-ELAM ARMS MIDT |        |                           | 295,324         | 295,324        | 294,824.00   |              | .00          | 500.00           | 99.8%    |
| TOTAL EXPENSES                    |        |                           | 295,324         | 295,324        | 294,824.00   |              | .00          | 500.00           |          |

## 072 MUNICIPAL ROAD &amp; BRIDGE

## 072201 MUN.ROAD&amp;BRIDGE-STREET DIV

|                                  |        |                      |           |           |              |            |            |              |        |
|----------------------------------|--------|----------------------|-----------|-----------|--------------|------------|------------|--------------|--------|
| 072201                           | 601500 | ENGINEERING          | 400,000   | 383,377   | 280,316.58   | 52,686.60  | .00        | 103,060.42   | 73.1%  |
| 072201                           | 601501 | ENGINEERING-I&I STUD | 136,288   | 136,288   | 52,818.67    | 3,756.50   | .00        | 83,469.33    | 38.8%  |
| 072201                           | 601700 | APPRAISAL            | 0         | 6,350     | 6,200.00     | 850.00     | .00        | 150.00       | 97.6%  |
| 072201                           | 602500 | LEGAL                | 0         | 5,373     | 5,372.99     | 1,252.99   | .00        | .01          | 100.0% |
| 072201                           | 604900 | OTHER PROFESSIONAL S | 0         | 4,900     | 4,900.00     | 4,900.00   | .00        | .00          | 100.0% |
| 072201                           | 636000 | STREETS & STRUCTURES | 1,240,000 | 912,000   | 164,316.78   | 114,350.01 | 534,955.00 | 212,727.87   | 76.7%  |
| 072201                           | 700000 | LAND                 | 0         | 1,200     | 1,200.00     | 1,200.00   | .00        | .00          | 100.0% |
| 072201                           | 722501 | SIDEWALKS-NON SPECIF | 0         | 1,642     | 952.00       | .00        | .00        | 690.21       | 58.0%  |
| 072201                           | 722510 | CAMP ST WALKING TRAI | 0         | 0         | 31,640.00    | .00        | .00        | -31,640.00   | 100.0% |
| 072201                           | 722517 | CONCART ST/ZOO ENTRA | 10,000    | 19,500    | 19,326.29    | .00        | .00        | 173.71       | 99.1%  |
| 072201                           | 722518 | LAMAR BLVD/REGIONS   | 300,000   | 290,500   | 28,900.06    | .00        | .00        | 261,599.94   | 9.9%   |
| 072201                           | 723002 | INDUSTRIAL PARK ROAD | 0         | 0         | .00          | .00        | 12,532.30  | -12,532.00   | *****% |
| 072201                           | 723014 | LAMAR BLVD-REGIONS   | 2,157,672 | 2,143,933 | 828,233.12   | 3,675.00   | .00        | 1,315,700.24 | 38.6%  |
| 072201                           | 723025 | CTRY.CLUB RD. INTERS | 1,715,656 | 1,715,656 | 682,945.49   | 24,614.65  | .00        | 1,032,710.51 | 39.8%  |
| 072201                           | 723029 | HARDY ST ROUNDABOUT  | 840,505   | 840,505   | 840,505.00   | .00        | .00        | .00          | 100.0% |
| 072201                           | 723043 | MDOT-MARTIN LUTHER K | 100,000   | 100,000   | 16,052.13    | 2,209.63   | .00        | 83,947.87    | 16.1%  |
| 072201                           | 723056 | GORDON'S CREEK COMMO | 0         | 0         | 14,200.00    | .00        | .00        | -14,200.00   | 100.0% |
| 072201                           | 723099 | OTHER STREET IMPR.   | 0         | 0         | 49,059.49    | .00        | 46,924.51  | -95,984.00   | 100.0% |
| 072201                           | 729576 | ST ANNE'S CULVERT RE | 225,974   | 236,870   | 236,870.10   | .00        | .00        | .00          | 100.0% |
| TOTAL MUN.ROAD&BRIDGE-STREET DIV |        |                      | 7,126,095 | 6,798,095 | 3,263,808.70 | 209,495.38 | 594,411.81 | 2,939,874.11 | 56.8%  |
| TOTAL MUNICIPAL ROAD & BRIDGE    |        |                      | 7,126,095 | 6,798,095 | 3,263,808.70 | 209,495.38 | 594,411.81 | 2,939,874.11 | 56.8%  |
| TOTAL EXPENSES                   |        |                      | 7,126,095 | 6,798,095 | 3,263,808.70 | 209,495.38 | 594,411.81 | 2,939,874.11 |        |

## 073 MASS TRANSIT FUND

## 073570 MASS TRANSIT-TRANSPORTATION

|        |        |               |         |         |            |           |     |            |       |
|--------|--------|---------------|---------|---------|------------|-----------|-----|------------|-------|
| 073570 | 400000 | REGULAR WAGES | 794,221 | 851,421 | 452,852.26 | 59,587.69 | .00 | 398,568.74 | 53.2% |
|--------|--------|---------------|---------|---------|------------|-----------|-----|------------|-------|

## YEAR-TO-DATE BUDGET REPORT

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| 073    | MASS   | TRANSIT FUND         | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|--------|--------|----------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 073570 | 430000 | OVERTIME             | 65,000             | 65,000            | 66,991.35    | 6,929.94     | .00          | -1,991.35           | 103.1%      |
| 073570 | 460000 | STATE RETIREMENT     | 149,600            | 159,600           | 90,957.41    | 11,775.93    | .00          | 68,642.59           | 57.0%       |
| 073570 | 470000 | F.I.C.A. TAXES       | 65,800             | 70,200            | 38,620.78    | 4,956.94     | .00          | 31,579.22           | 55.0%       |
| 073570 | 480000 | HOSPITALIZATION INS. | 201,600            | 201,600           | 86,424.24    | 12,600.00    | .00          | 115,175.76          | 42.9%       |
| 073570 | 500300 | PAPER                | 500                | 500               | 365.33       | -97.44       | .00          | 134.44              | 73.1%       |
| 073570 | 501000 | OTHER EXPENDABLE OFF | 1,500              | 1,500             | 1,147.19     | .00          | .00          | 353.05              | 76.5%       |
| 073570 | 502000 | MINOR OFFICE EQUIP/F | 5,000              | 5,000             | 740.73       | 447.06       | .00          | 4,258.99            | 14.8%       |
| 073570 | 505000 | SUBSCRIPTIONS,MAGS,M | 200                | 200               | 55.97        | .00          | .00          | 144.03              | 28.0%       |
| 073570 | 508000 | COMPUTER SUPPLIES    | 2,500              | 2,500             | 366.94       | .00          | 659.97       | 1,472.96            | 41.1%       |
| 073570 | 510000 | CLEANING/JANITORIAL  | 3,000              | 3,000             | 124.68       | .00          | 1,819.00     | 1,056.00            | 64.8%       |
| 073570 | 513000 | CHEMICALS            | 100                | 100               | 35.88        | .00          | .00          | 64.00               | 35.9%       |
| 073570 | 525000 | GAS AND OIL          | 13,000             | 13,000            | 11,320.42    | 2,401.21     | 998.88       | 680.46              | 94.8%       |
| 073570 | 525500 | LUBRICANTS           | 1,000              | 1,000             | .00          | .00          | 129.36       | 870.64              | 12.9%       |
| 073570 | 525700 | DIESEL FUEL          | 114,000            | 114,000           | 80,650.94    | 9,728.71     | .00          | 33,349.06           | 70.7%       |
| 073570 | 559000 | OTHER OPERATING MATL | 700                | 700               | 290.00       | .00          | .00          | 410.00              | 41.4%       |
| 073570 | 560000 | BUILDING MATERIALS & | 1,000              | 1,000             | 43.90        | 43.90        | .00          | 956.00              | 4.4%        |
| 073570 | 570000 | MTR VEHICLE REP. PTS | 2,500              | 2,500             | 847.71       | 633.44       | 980.89       | 671.40              | 73.1%       |
| 073570 | 571001 | REPAIR PARTS - FIXED | 60,000             | 60,000            | 33,017.58    | .00          | 13,554.87    | 13,427.69           | 77.6%       |
| 073570 | 571002 | REPAIR PARTS - PARAT | 15,000             | 15,000            | 2,075.56     | .00          | 265.46       | 12,659.03           | 15.6%       |
| 073570 | 575000 | COMMUNICATION REPAIR | 1,500              | 1,500             | 99.00        | .00          | .00          | 1,401.00            | 6.6%        |
| 073570 | 599000 | OTHER REPAIR/MAINT.  | 3,000              | 3,000             | 276.22       | 178.24       | 861.99       | 1,861.77            | 37.9%       |
| 073570 | 602000 | CONSULTANT SERV/SURV | 45,375             | 137,375           | 92,937.50    | .00          | .00          | 44,437.00           | 67.7%       |
| 073570 | 602100 | BUILDING SECURITY    | 1,000              | 1,000             | 359.40       | .00          | .00          | 640.60              | 35.9%       |
| 073570 | 604900 | OTHER PROFESSIONAL S | 5,000              | 5,000             | 506.00       | 506.00       | 2,612.95     | 1,881.05            | 62.4%       |
| 073570 | 606000 | TELEPHONE AND TELEGR | 6,500              | 6,500             | 4,968.16     | 176.91       | .00          | 1,531.84            | 76.4%       |
| 073570 | 609900 | OTHER COMMUNICATION  | 10,600             | 10,600            | 8,675.00     | .00          | .00          | 1,925.00            | 81.8%       |
| 073570 | 612000 | FREIGHT              | 1,000              | 1,000             | 392.95       | .00          | .00          | 607.05              | 39.3%       |
| 073570 | 620000 | PRINTING             | 3,000              | 3,000             | 256.50       | .00          | 195.50       | 2,548.00            | 15.1%       |
| 073570 | 625500 | PUBLIC LIAB/PROPERTY | 61,000             | 61,625            | 61,625.00    | .00          | .00          | .00                 | 100.0%      |
| 073570 | 630500 | ELECTRICITY          | 19,000             | 19,000            | 14,527.36    | 1,983.07     | .00          | 4,472.64            | 76.5%       |
| 073570 | 638400 | MOTOR VEHICLE EQ. R& | 2,000              | 4,000             | 3,126.70     | .00          | .00          | 873.30              | 78.2%       |
| 073570 | 638501 | BUS EQUIP R&M-FIXED  | 90,000             | 90,000            | 63,256.66    | .00          | 8,956.69     | 17,786.58           | 80.2%       |
| 073570 | 638502 | BUS EQUIP R&M-PARATR | 30,000             | 28,000            | 19,028.63    | .00          | 2,419.25     | 6,552.49            | 76.6%       |
| 073570 | 639400 | DISINFECT./EXTERMINA | 250                | 250               | 144.00       | .00          | .00          | 106.00              | 57.6%       |
| 073570 | 639800 | TOW IN CHARGES       | 2,000              | 2,350             | 2,350.00     | .00          | .00          | .00                 | 100.0%      |
| 073570 | 639900 | OTHER REPAIRS AND MA | 2,500              | 1,445             | 64.95        | .00          | .00          | 1,380.00            | 4.5%        |
| 073570 | 643000 | UNIFORM RENT         | 11,500             | 11,500            | 6,420.69     | 793.96       | .00          | 5,079.31            | 55.8%       |
| 073570 | 683000 | PROP.TAX COLL. FEES  | 750                | 750               | 788.64       | 93.06        | .00          | -38.64              | 105.2%      |
| 073570 | 683100 | PROP.TAX COLL. FEES. | 1,500              | 1,500             | 1,410.62     | 7.47         | .00          | 89.38               | 94.0%       |
| 073570 | 684500 | REGISTRATION FEE/TUI | 200                | 200               | 105.00       | .00          | .00          | 95.00               | 52.5%       |
| 073570 | 686800 | JARC-OPERATIONS      | 120,000            | 120,000           | 94,479.00    | 15,255.00    | .00          | 25,521.00           | 78.7%       |
| 073570 | 687000 | CUSTODIAL SERVICE    | 4,500              | 5,205             | 2,700.00     | .00          | 2,500.00     | 5.00                | 99.9%       |
| 073570 | 710024 | BUS SHELTERS         | 261,078            | 261,078           | 30,214.79    | .00          | .00          | 230,863.21          | 11.6%       |
| 073570 | 710029 | TRANSIT FACILITY ARC | 115,838            | 115,838           | 11,625.00    | .00          | .00          | 104,213.00          | 10.0%       |



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

| 073                                            | MASS TRANSIT FUND                 | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------------------|-----------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 073570 729553                                  | BUS SHELTER INFRAS-5              | 1,000,000          | 900,000           | 20,396.58    | .00          | .00          | 879,603.42          | 2.3%        |
|                                                | TOTAL MASS TRANSIT-TRANSPORTATION | 3,295,312          | 3,359,536         | 1,307,663.22 | 128,001.09   | 35,954.81    | 2,015,917.71        | 40.0%       |
|                                                | TOTAL MASS TRANSIT FUND           | 3,295,312          | 3,359,536         | 1,307,663.22 | 128,001.09   | 35,954.81    | 2,015,917.71        | 40.0%       |
|                                                | TOTAL EXPENSES                    | 3,295,312          | 3,359,536         | 1,307,663.22 | 128,001.09   | 35,954.81    | 2,015,917.71        |             |
| <b>075 WATER&amp;SEWER CONSTRUCTION FUND</b>   |                                   |                    |                   |              |              |              |                     |             |
| <b>075695 W&amp;S CONSTR.-CAPITAL PROJECTS</b> |                                   |                    |                   |              |              |              |                     |             |
| 075695 601500                                  | ENGINEERING                       | 500,000            | 500,000           | 457,083.12   | 159,083.84   | .00          | 42,916.88           | 91.4%       |
| 075695 604900                                  | OTHER PROFESSIONAL S              | 10,000             | 10,000            | 647.05       | .00          | .00          | 9,352.95            | 6.5%        |
| 075695 699900                                  | SERVICES NOT SPECIFI              | 0                  | 2,167             | .00          | .00          | 2,167.00     | .00                 | 100.0%      |
| 075695 722001                                  | HALL AVENUE SEWER                 | 1,000,000          | 1,000,000         | 981,060.85   | 8,872.00     | .00          | 18,939.15           | 98.1%       |
| 075695 722002                                  | LONGLEAF HEIGHTS NOR              | 2,273,000          | 1,788,063         | 1,670,376.68 | 9,032.50     | .00          | 117,685.97          | 93.4%       |
| 075695 722006                                  | MIDTOWN SEWER TERM B              | 0                  | 369,215           | 369,215.35   | .00          | .00          | .00                 | 100.0%      |
| 075695 722099                                  | PROGRAMMED SEWER PRO              | 0                  | 25,000            | 12,986.50    | .00          | .00          | 12,013.50           | 51.9%       |
| 075695 724515                                  | AUDUBON-WESTWOOD IMP              | 209,000            | 164,318           | 120,993.92   | .00          | .00          | 43,324.23           | 73.6%       |
| 075695 724530                                  | LAMAR BLVD WATER                  | 0                  | 14,297            | 14,297.20    | .00          | .00          | .05                 | 100.0%      |
| 075695 724599                                  | PROGRAMMED WATER PRO              | 0                  | 5,000             | .00          | .00          | 4,985.00     | 15.00               | 99.7%       |
| 075695 729529                                  | ARLEDGE & KATIE LOT               | 0                  | 137,733           | 137,733.27   | .00          | .00          | .00                 | 100.0%      |
| 075695 736500                                  | HYDRANTS & METERS                 | 0                  | 421,107           | 416,580.43   | .00          | 4,526.17     | .00                 | 100.0%      |
|                                                | TOTAL W&S CONSTR.-CAPITAL PROJECT | 3,992,000          | 4,436,900         | 4,180,974.37 | 176,988.34   | 11,678.17    | 244,247.73          | 94.5%       |
|                                                | TOTAL WATER&SEWER CONSTRUCTION FU | 3,992,000          | 4,436,900         | 4,180,974.37 | 176,988.34   | 11,678.17    | 244,247.73          | 94.5%       |
|                                                | TOTAL EXPENSES                    | 3,992,000          | 4,436,900         | 4,180,974.37 | 176,988.34   | 11,678.17    | 244,247.73          |             |
| <b>077 COMMUNITY CENTERS' FUND</b>             |                                   |                    |                   |              |              |              |                     |             |
| <b>077650 COMMUNITY CTR-ADMIN/GENERAL</b>      |                                   |                    |                   |              |              |              |                     |             |
| 077650 400000                                  | REGULAR WAGES                     | 386,130            | 392,370           | 277,088.41   | 27,166.67    | .00          | 115,281.59          | 70.6%       |
| 077650 430000                                  | OVERTIME                          | 11,000             | 11,000            | 8,772.40     | 1,757.73     | .00          | 2,227.60            | 79.7%       |
| 077650 460000                                  | STATE RETIREMENT                  | 69,110             | 70,210            | 49,826.50    | 5,042.48     | .00          | 20,383.50           | 71.0%       |
| 077650 470000                                  | F.I.C.A. TAXES                    | 30,400             | 30,900            | 21,373.26    | 2,164.00     | .00          | 9,526.74            | 69.2%       |
| 077650 480000                                  | HOSPITALIZATION INS.              | 109,200            | 109,200           | 66,600.00    | 6,000.00     | .00          | 42,600.00           | 61.0%       |

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FOR 2022 09

| 077                                   | COMMUNITY CENTERS' FUND |                      | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|---------------------------------------|-------------------------|----------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 077650                                | 501000                  | OTHER EXPENDABLE OFF | 1,500              | 1,500             | 266.95       | .00          | .00          | 1,233.05            | 17.8%       |
| 077650                                | 502000                  | MINOR OFFICE EQUIP/F | 500                | 500               | .00          | .00          | 196.00       | 304.00              | 39.2%       |
| 077650                                | 510000                  | CLEANING/JANITORIAL  | 11,000             | 10,400            | 8,598.91     | 1,298.42     | 375.78       | 1,425.31            | 86.3%       |
| 077650                                | 525000                  | GAS AND OIL          | 3,500              | 3,500             | 1,531.00     | 223.37       | .00          | 1,969.00            | 43.7%       |
| 077650                                | 544000                  | HORT./LANDSCAPING SP | 2,250              | 2,250             | 1,473.50     | 432.00       | .00          | 776.50              | 65.5%       |
| 077650                                | 546000                  | MINOR EQUIPMENT      | 4,500              | 5,100             | 4,681.20     | 522.58       | .00          | 418.80              | 91.8%       |
| 077650                                | 559000                  | OTHER OPERATING MATL | 2,000              | 2,000             | 1,849.07     | .00          | .00          | 150.93              | 92.5%       |
| 077650                                | 560000                  | BUILDING MATERIALS & | 3,000              | 3,000             | 1,638.66     | .00          | .00          | 1,361.34            | 54.6%       |
| 077650                                | 560500                  | ELECTRICAL SUPPLIES  | 5,000              | 5,600             | 4,373.47     | 163.92       | 652.00       | 574.53              | 89.7%       |
| 077650                                | 561000                  | PLUMBING SUPPLIES    | 3,500              | 3,500             | 2,178.75     | 63.29        | 89.70        | 1,231.55            | 64.8%       |
| 077650                                | 570000                  | MTR VEHICLE REP. PTS | 2,500              | 2,500             | 449.86       | .00          | .00          | 2,050.14            | 18.0%       |
| 077650                                | 600100                  | PROF SERVICES - COVI | 17,400             | 5,400             | 192.68       | .00          | 1,633.98     | 3,573.34            | 33.8%       |
| 077650                                | 604900                  | OTHER PROFESSIONAL S | 11,400             | 21,400            | 12,506.13    | .00          | 3,500.00     | 5,393.87            | 74.8%       |
| 077650                                | 606000                  | TELEPHONE AND TELEGR | 2,300              | 2,300             | 550.68       | 60.97        | .00          | 1,749.32            | 23.9%       |
| 077650                                | 630000                  | GAS                  | 14,000             | 14,000            | 9,696.10     | 384.51       | .00          | 4,303.90            | 69.3%       |
| 077650                                | 630500                  | ELECTRICITY          | 74,000             | 68,000            | 52,250.09    | 9,006.41     | .00          | 15,749.91           | 76.8%       |
| 077650                                | 635000                  | BUILDING R&M         | 20,000             | 20,000            | 10,597.01    | 794.18       | 8,427.26     | 975.73              | 95.1%       |
| 077650                                | 635500                  | ELECTRICAL R&M       | 0                  | 6,000             | .00          | .00          | 5,590.00     | 410.00              | 93.2%       |
| 077650                                | 635700                  | PLUMBING EQUIPMENT R | 2,000              | 2,000             | 1,875.07     | .00          | .00          | 124.93              | 93.8%       |
| 077650                                | 637000                  | HOUSEHOLD EQUIPMENT  | 9,000              | 9,000             | 4,558.71     | .00          | .00          | 4,441.29            | 50.7%       |
| 077650                                | 638000                  | FIXED EQUIPMENT R&M  | 13,150             | 13,150            | 12,259.15    | .00          | .00          | 890.85              | 93.2%       |
| 077650                                | 639200                  | CLEANING AND PAINTIN | 8,000              | 8,000             | 7,565.00     | .00          | .00          | 435.00              | 94.6%       |
| 077650                                | 639400                  | DISINFECT./EXTERMINA | 6,000              | 6,000             | 3,475.50     | 520.00       | .00          | 2,524.50            | 57.9%       |
| 077650                                | 639900                  | OTHER REPAIRS AND MA | 5,000              | 5,000             | 1,856.55     | .00          | .00          | 3,143.45            | 37.1%       |
| 077650                                | 643000                  | UNIFORM RENT         | 6,000              | 8,000             | 7,408.52     | 947.35       | .00          | 591.48              | 92.6%       |
| 077650                                | 715014                  | CULTURAL CENTER      | 0                  | 28,000            | 27,293.00    | .00          | .00          | 707.00              | 97.5%       |
| TOTAL COMMUNITY CTR-ADMIN/GENERAL     |                         |                      | 833,340            | 869,780           | 602,786.13   | 56,547.88    | 20,464.72    | 246,529.15          | 71.7%       |
| TOTAL COMMUNITY CENTERS' FUND         |                         |                      | 833,340            | 869,780           | 602,786.13   | 56,547.88    | 20,464.72    | 246,529.15          | 71.7%       |
| TOTAL EXPENSES                        |                         |                      | 833,340            | 869,780           | 602,786.13   | 56,547.88    | 20,464.72    | 246,529.15          |             |
| 079 COVID FISCAL RECOVERY FUNDS       |                         |                      |                    |                   |              |              |              |                     |             |
| 079605 COVID FISCAL RECOVERY EXPENSES |                         |                      |                    |                   |              |              |              |                     |             |
| 079605                                | 743500                  | FIRE TRUCKS          | 0                  | 1,297,568         | .00          | .00          | 1,297,567.47 | .53                 | 100.0%      |
| 079605                                | 746000                  | SANITATION TRUCKS    | 0                  | 1,345,000         | .00          | .00          | 1,345,000.00 | .00                 | 100.0%      |
| TOTAL COVID FISCAL RECOVERY EXPEN     |                         |                      | 0                  | 2,642,568         | .00          | .00          | 2,642,567.47 | .53                 | 100.0%      |
| TOTAL COVID FISCAL RECOVERY FUNDS     |                         |                      | 0                  | 2,642,568         | .00          | .00          | 2,642,567.47 | .53                 | 100.0%      |
| TOTAL EXPENSES                        |                         |                      | 0                  | 2,642,568         | .00          | .00          | 2,642,567.47 | .53                 |             |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

| 082                                           | COMMUNITY DEVELOP. BLOCK GRANT | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|-----------------------------------------------|--------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| <b>082 COMMUNITY DEVELOP. BLOCK GRANT</b>     |                                |                    |                   |              |              |              |                     |             |
| <b>082285 CDBG-ENTITLEMENTS</b>               |                                |                    |                   |              |              |              |                     |             |
| 082285 400000                                 | REGULAR WAGES                  | 182,050            | 192,970           | 116,699.52   | 11,330.50    | .00          | 76,270.48           | 60.5%       |
| 082285 460000                                 | STATE RETIREMENT               | 31,700             | 33,600            | 20,305.72    | 1,971.50     | .00          | 13,294.28           | 60.4%       |
| 082285 470000                                 | F.I.C.A. TAXES                 | 14,000             | 14,845            | 8,825.52     | 855.31       | .00          | 6,019.48            | 59.5%       |
| 082285 480000                                 | HOSPITALIZATION INS.           | 42,000             | 42,000            | 16,800.00    | 1,800.00     | .00          | 25,200.00           | 40.0%       |
| 082285 500300                                 | PAPER                          | 500                | 500               | 125.97       | .00          | .00          | 374.03              | 25.2%       |
| 082285 501000                                 | OTHER EXPENDABLE OFF           | 1,500              | 1,500             | 363.74       | .00          | .00          | 1,136.42            | 24.2%       |
| 082285 505000                                 | SUBSCRIPTIONS,MAGS,M           | 250                | 250               | 205.44       | .00          | .00          | 44.56               | 82.2%       |
| 082285 507000                                 | BOOKS                          | 300                | 300               | 262.00       | .00          | .00          | 38.00               | 87.3%       |
| 082285 525000                                 | GAS AND OIL                    | 1,200              | 1,200             | 1,617.54     | 261.22       | .00          | -417.54             | 134.8%      |
| 082285 535500                                 | WEARING APPAREL                | 0                  | 250               | 232.00       | .00          | .00          | 18.00               | 92.8%       |
| 082285 546000                                 | MINOR EQUIPMENT                | 300                | 300               | .00          | .00          | 28.98        | 271.02              | 9.7%        |
| 082285 559000                                 | OTHER OPERATING MATL           | 300                | 300               | 39.00        | .00          | .00          | 261.00              | 13.0%       |
| 082285 570000                                 | MTR VEHICLE REP. PTS           | 2,600              | 2,600             | 59.09        | 21.00        | 7.11         | 2,533.80            | 2.5%        |
| 082285 604903                                 | COMM.HOUSING DEV. OR           | 189,196            | 189,196           | 13,050.00    | .00          | .00          | 176,146.00          | 6.9%        |
| 082285 604906                                 | RECORDING FEES                 | 300                | 300               | 27.00        | .00          | .00          | 273.00              | 9.0%        |
| 082285 611000                                 | TRAVEL EXPENSE                 | 3,200              | 3,900             | 2,678.88     | .00          | .00          | 1,221.12            | 68.7%       |
| 082285 615000                                 | ADVERTISING                    | 1,000              | 900               | 639.34       | 265.94       | .00          | 260.66              | 71.0%       |
| 082285 620200                                 | PRINTING-GRANT RELAT           | 0                  | 100               | 71.07        | .00          | .00          | 28.93               | 71.1%       |
| 082285 638400                                 | MOTOR VEHICLE EQ. R&           | 1,000              | 1,000             | 245.95       | 21.00        | .00          | 754.05              | 24.6%       |
| 082285 641000                                 | OFFICE EQUIPMENT REN           | 2,500              | 2,500             | 1,914.96     | 412.74       | .00          | 585.04              | 76.6%       |
| 082285 684000                                 | DUES AND MEMBERSHIPS           | 400                | 400               | 154.00       | 50.00        | .00          | 246.00              | 38.5%       |
| 082285 684500                                 | REGISTRATION FEE/TUI           | 2,000              | 2,000             | 575.00       | .00          | .00          | 1,425.00            | 28.8%       |
| 082285 721501                                 | FACILITIES IMPROVEME           | 592,355            | 592,355           | 45,630.00    | 23,360.00    | .00          | 546,725.00          | 7.7%        |
| 082285 725401                                 | CDBG FULL REHAB                | 493,330            | 336,830           | 213,847.03   | 37,380.00    | 2,748.49     | 120,234.48          | 64.3%       |
| TOTAL CDBG-ENTITLEMENTS                       |                                | 1,561,981          | 1,420,096         | 444,368.77   | 77,729.21    | 2,784.58     | 972,942.81          | 31.5%       |
| TOTAL COMMUNITY DEVELOP. BLOCK GR             |                                | 1,561,981          | 1,420,096         | 444,368.77   | 77,729.21    | 2,784.58     | 972,942.81          | 31.5%       |
| TOTAL EXPENSES                                |                                | 1,561,981          | 1,420,096         | 444,368.77   | 77,729.21    | 2,784.58     | 972,942.81          |             |
| <b>086 SPEC SALES TAX-P&amp;R/UNIV IMPROV</b> |                                |                    |                   |              |              |              |                     |             |
| <b>086300 SPEC SALES TAX/RECREATION MAIN</b>  |                                |                    |                   |              |              |              |                     |             |
| 086300 400000                                 | REGULAR WAGES                  | 40,000             | 40,000            | 29,230.74    | 3,076.92     | .00          | 10,769.26           | 73.1%       |

## YEAR-TO-DATE BUDGET REPORT

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| 086                                              | SPEC SALES TAX-P&R/UNIV IMPROV | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--------------------------------------------------|--------------------------------|-----------------|----------------|--------------|--------------|--------------|------------------|----------|
| 086300 460000                                    | STATE RETIREMENT               | 6,960           | 6,960          | 5,086.11     | 535.38       | .00          | 1,873.89         | 73.1%    |
| 086300 470000                                    | F.I.C.A. TAXES                 | 3,060           | 3,060          | 2,236.14     | 235.37       | .00          | 823.86           | 73.1%    |
| 086300 729504                                    | SULLIVAN PARK SPLASH           | 0               | 221            | 221.25       | .00          | .00          | .00              | 100.0%   |
| 086300 729505                                    | OSCEOLA PARK PLAYGRO           | 0               | 5,907          | 6,232.33     | .00          | .00          | -325.00          | 105.5%   |
| 086300 729506                                    | HBURG AMERICAN ARTS            | 0               | 8,200          | 2,838.64     | 4,050.00     | 3,455.19     | 1,906.17         | 76.8%    |
| 086300 729522                                    | KAMPER PARK PROJECT            | 0               | 10,459         | 2,479.47     | .00          | 2,450.00     | 5,530.00         | 47.1%    |
| 086300 729544                                    | TATUM PARK LIGHTS-FI           | 0               | 78,894         | 78,893.86    | .00          | .00          | .00              | 100.0%   |
| 086300 729550                                    | TATUM PARK MASTER PL           | 0               | 10,000         | 2,500.00     | 2,500.00     | .00          | 7,500.00         | 25.0%    |
| 086300 729573                                    | CHAIN PARK AMPHITHEA           | 0               | 5,426          | 6,611.85     | .00          | .00          | -1,186.24        | 121.9%   |
| 086300 729574                                    | TATUM PARK PAVILION            | 0               | 10,000         | 3,500.00     | .00          | .00          | 6,500.00         | 35.0%    |
| 086300 7295PR                                    | CAPITAL PROJECTS               | 0               | 610,274        | 125,160.36   | 10,912.96    | 61,218.44    | 423,895.66       | 30.5%    |
| TOTAL SPEC SALES TAX/RECREATION M                |                                | 50,020          | 789,402        | 264,990.75   | 21,310.63    | 67,123.63    | 457,287.60       | 42.1%    |
| <b>086602 SPEC SALES TAX P&amp;R/UNIV IMPROV</b> |                                |                 |                |              |              |              |                  |          |
| 086602 604901                                    | UNIVERSITY OF SOUTHE           | 1,496,500       | 1,496,500      | 1,267,863.46 | 151,763.40   | .00          | 228,636.54       | 84.7%    |
| TOTAL SPEC SALES TAX P&R/UNIV IMP                |                                | 1,496,500       | 1,496,500      | 1,267,863.46 | 151,763.40   | .00          | 228,636.54       | 84.7%    |
| TOTAL SPEC SALES TAX-P&R/UNIV IMP                |                                | 1,546,520       | 2,285,902      | 1,532,854.21 | 173,074.03   | 67,123.63    | 685,924.14       | 70.0%    |
| TOTAL EXPENSES                                   |                                | 1,546,520       | 2,285,902      | 1,532,854.21 | 173,074.03   | 67,123.63    | 685,924.14       |          |
| <b>087 INDUSTRIAL PARK DEVELOPMENT</b>           |                                |                 |                |              |              |              |                  |          |
| <b>087601 INDUSTRIAL PK-G.O.ACQUISITIONS</b>     |                                |                 |                |              |              |              |                  |          |
| 087601 600500                                    | ADMINISTRATIVE FEE             | 0               | 0              | 2,625.00     | .00          | .00          | -2,625.00        | 100.0%   |
| 087601 601000                                    | AUDITING AND ACCOUNT           | 0               | 0              | 7,806.30     | .00          | .00          | -7,806.30        | 100.0%   |
| 087601 601500                                    | ENGINEERING                    | 0               | 0              | 39,418.06    | 1,667.50     | .00          | -39,418.06       | 100.0%   |
| 087601 602001                                    | ECONOMIC DEVELOPMENT           | 0               | 0              | 352,500.00   | .00          | .00          | -352,500.00      | 100.0%   |
| 087601 602500                                    | LEGAL                          | 0               | 0              | 27,632.08    | 9,286.51     | .00          | -27,632.08       | 100.0%   |
| 087601 625500                                    | PUBLIC LIAB/PROPERTY           | 0               | 0              | 10,501.00    | 10,501.00    | .00          | -10,501.00       | 100.0%   |
| 087601 639901                                    | LANDSCAPE MAINTENANC           | 0               | 0              | 360.00       | .00          | .00          | -360.00          | 100.0%   |
| 087601 639902                                    | RAIL SPURS MAINTENAN           | 0               | 0              | 9,095.00     | .00          | .00          | -9,095.00        | 100.0%   |
| TOTAL INDUSTRIAL PK-G.O.ACQUISITI                |                                | 0               | 0              | 449,937.44   | 21,455.01    | .00          | -449,937.44      | 100.0%   |
| TOTAL INDUSTRIAL PARK DEVELOPMENT                |                                | 0               | 0              | 449,937.44   | 21,455.01    | .00          | -449,937.44      | 100.0%   |
| TOTAL EXPENSES                                   |                                | 0               | 0              | 449,937.44   | 21,455.01    | .00          | -449,937.44      |          |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

| 088                                               | PUBLIC SAFETY/REC CONSTRUCTION | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|---------------------------------------------------|--------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| <b>088 PUBLIC SAFETY/REC CONSTRUCTION</b>         |                                |                    |                   |              |              |              |                     |             |
| <b>088603 PUBLIC SAFETY/REC CONSTRUCTION</b>      |                                |                    |                   |              |              |              |                     |             |
| 088603 710022                                     | POLICE DEPARTMENT              | 5,900,000          | 5,141,564         | 4,509,366.10 | 60,160.84    | 38,935.48    | 593,262.81          | 88.5%       |
| 088603 729501                                     | HALL AVENUE OVERPASS           | 15,900,000         | 15,900,000        | 3,157,703.06 | 700,716.56   | .00          | 12,742,296.94       | 19.9%       |
| TOTAL PUBLIC SAFETY/REC CONSTRUCT                 |                                | 21,800,000         | 21,041,564        | 7,667,069.16 | 760,877.40   | 38,935.48    | 13,335,559.75       | 36.6%       |
| TOTAL PUBLIC SAFETY/REC CONSTRUCT                 |                                | 21,800,000         | 21,041,564        | 7,667,069.16 | 760,877.40   | 38,935.48    | 13,335,559.75       | 36.6%       |
| TOTAL EXPENSES                                    |                                | 21,800,000         | 21,041,564        | 7,667,069.16 | 760,877.40   | 38,935.48    | 13,335,559.75       |             |
| <b>093 2016 W&amp;S SYSTEM PROJECT</b>            |                                |                    |                   |              |              |              |                     |             |
| <b>093695 2016 W&amp;S SYSTEMS PROJ-CONSTRUCT</b> |                                |                    |                   |              |              |              |                     |             |
| 093695 722075                                     | CIPP SEWER VARIOUS L           | 0                  | 0                 | 72,374.72    | .00          | .00          | -72,374.72          | 100.0%      |
| 093695 724513                                     | KATIE & ARLEDGE INFR           | 0                  | 0                 | 72,786.20    | .00          | .00          | -72,786.20          | 100.0%      |
| 093695 724551                                     | WATER PHASE II                 | 0                  | 0                 | 263,032.46   | .00          | .00          | -263,032.46         | 100.0%      |
| TOTAL 2016 W&S SYSTEMS PROJ-CONST                 |                                | 0                  | 0                 | 408,193.38   | .00          | .00          | -408,193.38         | 100.0%      |
| TOTAL 2016 W&S SYSTEM PROJECT                     |                                | 0                  | 0                 | 408,193.38   | .00          | .00          | -408,193.38         | 100.0%      |
| TOTAL EXPENSES                                    |                                | 0                  | 0                 | 408,193.38   | .00          | .00          | -408,193.38         |             |
| <b>095 2019 FIRE STATION CONSTRUCTION</b>         |                                |                    |                   |              |              |              |                     |             |
| <b>095635 2019 FIRE STATION CONSTRUCTION</b>      |                                |                    |                   |              |              |              |                     |             |
| 095635 744000                                     | DUMP TRUCKS                    | 0                  | 18,000            | 18,000.00    | .00          | .00          | .00                 | 100.0%      |
| TOTAL 2019 FIRE STATION CONSTRUCT                 |                                | 0                  | 18,000            | 18,000.00    | .00          | .00          | .00                 | 100.0%      |
| TOTAL 2019 FIRE STATION CONSTRUCT                 |                                | 0                  | 18,000            | 18,000.00    | .00          | .00          | .00                 | 100.0%      |
| TOTAL EXPENSES                                    |                                | 0                  | 18,000            | 18,000.00    | .00          | .00          | .00                 |             |
| <b>097 INFRA IMPROVE-INTRNT SALES TAX</b>         |                                |                    |                   |              |              |              |                     |             |



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

| 097                                           | INFRA IMPROVE-INTRNT SALES TAX | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED   | MTD EXPENDED  | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|-----------------------------------------------|--------------------------------|--------------------|-------------------|----------------|---------------|--------------|---------------------|-------------|
| <b>097201 INFRA IMPROVE-INTRNT SALES TAX</b>  |                                |                    |                   |                |               |              |                     |             |
| 097201 721002                                 | CAMPBELL LOOP BRIDGE           | 200,000            | 227,246           | 227,245.83     | .00           | .00          | .00                 | 100.0%      |
| 097201 721008                                 | KIMBALL AVE PEDESTRI           | 0                  | 28,684            | 28,684.00      | .00           | .00          | .00                 | 100.0%      |
| 097201 723029                                 | HARDY ST ROUNDABOUT            | 0                  | 1,066,765         | 421,702.28     | 343,632.97    | .00          | 645,062.60          | 39.5%       |
| 097201 723030                                 | HARDY ST PAVING                | 1,160,932          | 66,921            | 66,921.29      | .00           | .00          | .00                 | 100.0%      |
| 097201 723099                                 | OTHER STREET IMPR.             | 1,339,068          | 1,426,944         | 869,376.31     | 834,992.07    | .00          | 557,567.39          | 60.9%       |
| TOTAL INFRA IMPROVE-INTRNT SALES              |                                | 2,700,000          | 2,816,560         | 1,613,929.71   | 1,178,625.04  | .00          | 1,202,629.99        | 57.3%       |
| TOTAL INFRA IMPROVE-INTRNT SALES              |                                | 2,700,000          | 2,816,560         | 1,613,929.71   | 1,178,625.04  | .00          | 1,202,629.99        | 57.3%       |
| TOTAL EXPENSES                                |                                | 2,700,000          | 2,816,560         | 1,613,929.71   | 1,178,625.04  | .00          | 1,202,629.99        |             |
| <b>107 SPECIAL SALES TAX-T&amp;A</b>          |                                |                    |                   |                |               |              |                     |             |
| <b>107706 SPEC.SALES TAX-T&amp;A EXPEND.</b>  |                                |                    |                   |                |               |              |                     |             |
| 107706 604901                                 | TOURISM COMMISSION             | 0                  | 0                 | 753,508.07     | 85,270.65     | .00          | -753,508.07         | 100.0%      |
| 107706 604902                                 | CONVENTION COMMISSIO           | 0                  | 0                 | 4,931,244.92   | 588,466.82    | .00          | -4,931,244.92       | 100.0%      |
| TOTAL SPEC.SALES TAX-T&A EXPEND.              |                                | 0                  | 0                 | 5,684,752.99   | 673,737.47    | .00          | -5,684,752.99       | 100.0%      |
| TOTAL SPECIAL SALES TAX-T&A                   |                                | 0                  | 0                 | 5,684,752.99   | 673,737.47    | .00          | -5,684,752.99       | 100.0%      |
| TOTAL EXPENSES                                |                                | 0                  | 0                 | 5,684,752.99   | 673,737.47    | .00          | -5,684,752.99       |             |
| <b>109 GROUP INSURANCE TRUST FUND</b>         |                                |                    |                   |                |               |              |                     |             |
| <b>109704 GROUP INS.TRUST-T&amp;A EXPEND.</b> |                                |                    |                   |                |               |              |                     |             |
| 109704 683200                                 | BANK SERV/TRF FEE              | 0                  | 0                 | 36.00          | 36.00         | .00          | -36.00              | 100.0%      |
| 109704 683300                                 | ADMIN PAID                     | 0                  | 0                 | 161,396.84     | 78,725.34     | .00          | -161,396.84         | 100.0%      |
| 109704 683400                                 | CLAIMS PAID                    | 0                  | 0                 | 3,714,742.08   | 384,315.40    | .00          | -3,714,742.08       | 100.0%      |
| TOTAL GROUP INS.TRUST-T&A EXPEND.             |                                | 0                  | 0                 | 3,876,174.92   | 463,076.74    | .00          | -3,876,174.92       | 100.0%      |
| TOTAL GROUP INSURANCE TRUST FUND              |                                | 0                  | 0                 | 3,876,174.92   | 463,076.74    | .00          | -3,876,174.92       | 100.0%      |
| TOTAL EXPENSES                                |                                | 0                  | 0                 | 3,876,174.92   | 463,076.74    | .00          | -3,876,174.92       |             |
| GRAND TOTAL                                   |                                | 151,154,906        | 162,184,500       | 149,494,105.93 | 11,677,987.42 | 5,200,604.80 | 7,489,789.04        | 95.4%       |

\*\* END OF REPORT - Generated by LISA HANSON \*\*

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED  | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|---------------|--------------|--------------|---------------------|-------------|
| 001 General Fund                   |                    |                   |               |              |              |                     |             |
| 001001 REVENUES                    |                    |                   |               |              |              |                     |             |
| 001001 206500 HOUSING AUTHORITY    | -21,000            | -21,000           | -14,830.53    | .00          | .00          | -6,169.47           | 70.6%       |
| 001001 206600 MERCHANTS COMPANY    | 0                  | 0                 | -1,000.00     | -400.00      | .00          | 1,000.00            | 100.0%      |
| 001001 220000 PRIVILEGE LICENSES   | -140,000           | -140,000          | -96,147.18    | -12,095.10   | .00          | -43,852.82          | 68.7%       |
| 001001 220100 GAS RETAIL LICENSE F | 0                  | 0                 | -20.00        | .00          | .00          | 20.00               | 100.0%      |
| 001001 221100 ELECTRICAL FRANCHISE | -3,030,000         | -3,030,000        | -2,180,585.81 | -2,572.15    | .00          | -849,414.19         | 72.0%       |
| 001001 221200 SOLID WASTE OPER/FRA | -154,000           | -154,000          | -124,459.00   | -20,831.66   | .00          | -29,541.00          | 80.8%       |
| 001001 221400 FIBER INFRASTRUCTURE | 0                  | 0                 | -5,954.21     | .00          | .00          | 5,954.21            | 100.0%      |
| 001001 221500 GAS FRANCHISE        | -160,000           | -160,000          | -136,480.17   | .00          | .00          | -23,519.83          | 85.3%       |
| 001001 221800 CSPIRE FIBER-TELEPAK | -1,000             | -1,000            | -2,610.54     | .00          | .00          | 1,610.54            | 261.1%      |
| 001001 221900 CABLE T.V. FRANCHISE | -390,000           | -390,000          | -254,556.58   | .00          | .00          | -135,443.42         | 65.3%       |
| 001001 222100 BUILDING PERMIT/INSP | -340,000           | -340,000          | -354,898.00   | -74,634.00   | .00          | 14,898.00           | 104.4%      |
| 001001 222300 SIGN PERMIT          | -18,000            | -18,000           | -14,489.00    | -2,611.00    | .00          | -3,511.00           | 80.5%       |
| 001001 222400 LAND CODE ENFORCEMEN | -15,000            | -15,000           | -10,895.00    | -1,715.00    | .00          | -4,105.00           | 72.6%       |
| 001001 222500 GAS & PLUMBING       | -12,000            | -12,000           | -6,400.00     | -100.00      | .00          | -5,600.00           | 53.3%       |
| 001001 222600 ELECTRICAL INSPECTIO | -14,000            | -14,000           | -7,311.00     | -698.00      | .00          | -6,689.00           | 52.2%       |
| 001001 222700 DEMOLITION PERMIT    | -2,000             | -2,000            | -1,150.00     | -100.00      | .00          | -850.00             | 57.5%       |
| 001001 222800 HOUSE MOVING         | -1,000             | -1,000            | -1,000.00     | -500.00      | .00          | .00                 | 100.0%      |
| 001001 223400 PROPERTY CLEAN-UP CO | -155,008           | -155,008          | -48,623.51    | .00          | .00          | -106,384.49         | 31.4%       |
| 001001 223600 WRECKER REGISTRATION | -500               | -500              | -350.00       | .00          | .00          | -150.00             | 70.0%       |
| 001001 223700 BURN OR MISC FIRE PE | -2,100             | -2,100            | -1,375.00     | -425.00      | .00          | -725.00             | 65.5%       |
| 001001 223800 AMBULANCE PERMIT     | 0                  | 0                 | -900.00       | .00          | .00          | 900.00              | 100.0%      |
| 001001 223900 TRANSIENT VENDOR FEE | 0                  | 0                 | -1,250.00     | .00          | .00          | 1,250.00            | 100.0%      |
| 001001 224500 ZONING CERTIFICATE F | -10,000            | -10,000           | -9,950.00     | -1,550.00    | .00          | -50.00              | 99.5%       |
| 001001 225500 CONTRACTOR LICENSE F | 0                  | 0                 | -250.00       | .00          | .00          | 250.00              | 100.0%      |
| 001001 229000 NSF CHECK FEE        | -200               | -200              | -40.00        | -40.00       | .00          | -160.00             | 20.0%       |
| 001001 229900 MISC. PERMITS & FEES | -40,000            | -40,000           | -51,816.00    | -12,767.00   | .00          | 11,816.00           | 129.5%      |
| 001001 230100 HHS.-SAMHSA GRANT    | 0                  | -385,230          | -86,804.93    | .00          | .00          | -298,425.07         | 22.5%       |
| 001001 230700 JUST.-OTHER          | -15,600            | -15,600           | -3,235.96     | .00          | .00          | -12,364.04          | 20.7%       |
| 001001 231100 JUST.-BYRNE GRANTS   | -36,808            | -36,808           | -2,700.00     | .00          | .00          | -34,108.00          | 7.3%        |
| 001001 231700 JUST.-UNIVERSAL COPS | -65,979            | -65,979           | -5,582.94     | .00          | .00          | -60,396.06          | 8.5%        |
| 001001 232100 HHS-HIDTA NARCOTICS  | -27,580            | -27,580           | -14,732.58    | .00          | .00          | -12,847.42          | 53.4%       |
| 001001 233700 FEMA RELIEF          | -700,000           | -700,000          | -121,160.34   | -8,359.95    | .00          | -578,839.66         | 17.3%       |
| 001001 251500 POLICE ACADEMY REIMB | 0                  | 0                 | -43,200.00    | .00          | .00          | 43,200.00           | 100.0%      |
| 001001 251800 SOLID WASTE GRANT    | -75,000            | -75,000           | -75,000.00    | .00          | .00          | .00                 | 100.0%      |
| 001001 252600 STOP VIOLENCE GRANT  | -34,850            | -41,748           | -15,685.27    | -7,509.49    | .00          | -26,062.73          | 37.6%       |
| 001001 252700 ALCOHOL INCENTIVE    | -85,900            | -85,900           | -30,562.86    | -2,673.89    | .00          | -55,337.14          | 35.6%       |
| 001001 254500 DISASTER RELIEF      | 0                  | 0                 | -25.00        | .00          | .00          | 25.00               | 100.0%      |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED   | MTD EXPENDED  | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|----------------|---------------|--------------|---------------------|-------------|
| 001001 260000 GENERAL SALES TAX    | -23,500,000        | -23,500,000       | -20,345,544.54 | -2,390,305.45 | .00          | -3,154,455.46       | 86.6%       |
| 001001 260100 CITY UTILITY TAX     | -8,000             | -8,000            | -22,298.01     | -2,308.95     | .00          | 14,298.01           | 278.7%      |
| 001001 261000 ALCOHOLIC BEV. LICEN | -140,000           | -140,000          | -122,180.07    | -8,325.00     | .00          | -17,819.93          | 87.3%       |
| 001001 267000 MPO-METROPOLITAN PLA | -373,063           | -373,063          | -94,093.02     | .00           | .00          | -278,969.98         | 25.2%       |
| 001001 270900 LAMAR/FORREST-HAZ.WA | 0                  | 0                 | -2,718.21      | .00           | .00          | 2,718.21            | 100.0%      |
| 001001 285500 CRIME SCENE UNIT CON | -40,000            | -40,000           | -35,000.00     | -5,000.00     | .00          | -5,000.00           | 87.5%       |
| 001001 287000 POLICE/FIRE-SPECIAL  | -380,000           | -380,000          | -116,163.00    | -9,957.50     | .00          | -263,837.00         | 30.6%       |
| 001001 288300 US MARSHALL O/T REIM | -12,000            | -12,000           | -8,858.74      | -2,800.66     | .00          | -3,141.26           | 73.8%       |
| 001001 291000 PARKING METERS       | 0                  | 0                 | -615.75        | -64.80        | .00          | 615.75              | 100.0%      |
| 001001 295100 RECYCLING PICK UP    | -115,000           | -115,000          | -74,128.06     | -8,833.08     | .00          | -40,871.94          | 64.5%       |
| 001001 296000 TRASH HAULING        | -140,000           | -140,000          | -127,087.34    | -30,123.45    | .00          | -12,912.66          | 90.8%       |
| 001001 296500 RESIDENTL WASTE COLL | -2,035,000         | -2,035,000        | -1,448,210.66  | -148,706.04   | .00          | -586,789.34         | 71.2%       |
| 001001 331000 MUNICIPAL COURT COLL | 0                  | 0                 | -768.55        | .00           | .00          | 768.55              | 100.0%      |
| 001001 332000 POLICE FINES         | -650,000           | -650,000          | -26,423.58     | 3,617.93      | .00          | -623,576.42         | 4.1%        |
| 001001 332100 CITY COURT COSTS     | -98,000            | -98,000           | -51,112.30     | -4,503.79     | .00          | -46,887.70          | 52.2%       |
| 001001 332200 CCC-JAIL REIMB.      | -100               | -100              | -40.00         | -10.00        | .00          | -60.00              | 40.0%       |
| 001001 332700 ANIMAL CONTROL       | 0                  | 0                 | -60.05         | .00           | .00          | 60.05               | 100.0%      |
| 001001 332800 COURT TECHNOLOGY FEE | -130,000           | -481,624          | -143,320.81    | -10,167.01    | .00          | -338,303.19         | 29.8%       |
| 001001 333000 ENVIRONMENTAL COURT  | -10,000            | -10,000           | -4,021.65      | -175.75       | .00          | -5,978.35           | 40.2%       |
| 001001 340500 CHECKING ACCOUNT INT | -120,000           | -120,000          | -33,838.20     | -4,950.34     | .00          | -86,161.80          | 28.2%       |
| 001001 341201 TRAIN DEPOT FACILITY | -10,000            | -10,000           | -22,922.25     | -550.00       | .00          | 12,922.25           | 229.2%      |
| 001001 341202 P&F ACADEMY RENTALS  | 0                  | 0                 | -6,100.00      | .00           | .00          | 6,100.00            | 100.0%      |
| 001001 341203 PBMH-COURTESY FORD B | -24,000            | -24,000           | -9,000.00      | -1,000.00     | .00          | -15,000.00          | 37.5%       |
| 001001 341207 MERCHANTS            | -2,400             | -2,400            | -800.00        | .00           | .00          | -1,600.00           | 33.3%       |
| 001001 341500 PARKING GARAGE-CIVIC | -24,150            | -24,150           | -9,150.00      | -1,290.00     | .00          | -15,000.00          | 37.9%       |
| 001001 341600 PARKING GARAGE-PINE  | -15,000            | -15,000           | -7,845.00      | -960.00       | .00          | -7,155.00           | 52.3%       |
| 001001 341701 MAIN STREET PARKING  | -7,000             | -7,000            | -4,270.00      | -380.00       | .00          | -2,730.00           | 61.0%       |
| 001001 341704 MOBILE ST. PKG.LOT # | -480               | -480              | -480.00        | .00           | .00          | .00                 | 100.0%      |
| 001001 341707 HEMPHILL PKG. LOT    | -1,500             | -1,500            | -1,200.00      | -150.00       | .00          | -300.00             | 80.0%       |
| 001001 342000 CEMETERY FEES        | -40,000            | -40,000           | -30,845.00     | -2,280.00     | .00          | -9,155.00           | 77.1%       |
| 001001 345501 CONTR-HISTORIC HBRG  | -30,000            | -30,000           | -60,000.00     | .00           | .00          | 30,000.00           | 200.0%      |
| 001001 346500 CONTRIB-H'BURG. CONV | 0                  | 0                 | -4,000.00      | .00           | .00          | 4,000.00            | 100.0%      |
| 001001 346900 CONTRIB-OTHER        | -4,000             | -4,000            | -5,000.00      | .00           | .00          | 1,000.00            | 125.0%      |
| 001001 347000 CONTRIB. MIDNIGHT ON | 0                  | -4,000            | -4,000.00      | -4,000.00     | .00          | .00                 | 100.0%      |
| 001001 359000 POLICE DEPT-MISC CHA | -30,000            | -30,000           | -417,197.10    | -49,084.64    | .00          | 387,197.10          | 1390.7%     |
| 001001 380011 T/F WATER & SEWER    | -824,000           | -824,000          | -234,696.57    | -225,000.00   | .00          | -589,303.43         | 28.5%       |
| 001001 380027 T/F TAX COLLECTORS-G | -19,260,000        | -19,260,000       | -17,715,489.99 | -256,906.02   | .00          | -1,544,510.01       | 92.0%       |
| 001001 3800EB T/F TAX COLL-EXCESS  | -160,000           | -160,000          | -174,404.94    | .00           | .00          | 14,404.94           | 109.0%      |
| 001001 3800IP T/F TAX COLL-INT/PEN | -200,000           | -200,000          | -136,426.02    | -13,314.12    | .00          | -63,573.98          | 68.2%       |
| 001001 392000 SALE OF REAL ESTATE  | -91,500            | -91,500           | -8,500.00      | .00           | .00          | -83,000.00          | 9.3%        |
| 001001 392500 SALE OF EASEMENTS    | 0                  | 0                 | -41,535.00     | .00           | .00          | 41,535.00           | 100.0%      |
| 001001 393000 SALE OF CEMETERY LOT | -50,000            | -50,000           | -63,805.00     | -5,820.00     | .00          | 13,805.00           | 127.6%      |
| 001001 394300 SALE OF SCRAP MATERI | -2,000             | -2,000            | -5,353.03      | -372.20       | .00          | 3,353.03            | 267.7%      |
| 001001 394700 SALE OF MAPS/PUBLICA | 0                  | 0                 | -38.00         | .00           | .00          | 38.00               | 100.0%      |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

|                                    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED   | MTD EXPENDED  | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------|--------------------|-------------------|----------------|---------------|--------------|---------------------|-------------|
| 001001 395000 MDB LOAN PYMT-HUB CI | 0                  | 0                 | -290.00        | .00           | .00          | 290.00              | 100.0%      |
| 001001 395900 COPIES/RECORDS REQUE | 0                  | 0                 | -131.00        | -106.00       | .00          | 131.00              | 100.0%      |
| 001001 396400 VENDING COMM./REFUND | 0                  | 0                 | -27.14         | .00           | .00          | 27.14               | 100.0%      |
| 001001 396500 REFUND & RECOVERY    | -25,000            | -25,000           | -34,222.98     | -8,107.62     | .00          | 9,222.98            | 136.9%      |
| TOTAL REVENUES                     | -54,099,718        | -54,847,470       | -45,380,242.97 | -3,341,516.73 | .00          | -9,467,227.03       | 82.7%       |
| TOTAL General Fund                 | -54,099,718        | -54,847,470       | -45,380,242.97 | -3,341,516.73 | .00          | -9,467,227.03       | 82.7%       |
| TOTAL REVENUES                     | -54,099,718        | -54,847,470       | -45,380,242.97 | -3,341,516.73 | .00          | -9,467,227.03       |             |

## 002 PARKS &amp; RECREATION FUND

## 002001 PKS/REC FUND REVENUES

|                                    |            |            |               |            |     |            |        |
|------------------------------------|------------|------------|---------------|------------|-----|------------|--------|
| 002001 250300 MISCELLANEOUS STATE  | -6,660     | -6,660     | -6,660.00     | .00        | .00 | .00        | 100.0% |
| 002001 313800 TATUM PK PAVILION US | 0          | 0          | -440.00       | .00        | .00 | 440.00     | 100.0% |
| 002001 313900 EASTSIDE PK PAVILION | -400       | -400       | -380.00       | -40.00     | .00 | -20.00     | 95.0%  |
| 002001 314700 DAHMER PAVILION USE  | -400       | -400       | -625.00       | -185.00    | .00 | 225.00     | 156.3% |
| 002001 315000 BALLFIELD USE FEES   | -2,000     | -2,000     | -1,730.00     | -300.00    | .00 | -270.00    | 86.5%  |
| 002001 315100 PARKS-MISC USE FEES  | -1,000     | -1,000     | -3,225.00     | -190.00    | .00 | 2,225.00   | 322.5% |
| 002001 316002 LITTLE TIGERS BASKET | -5,000     | -5,000     | -2,835.00     | .00        | .00 | -2,165.00  | 56.7%  |
| 002001 316004 YOUTH TRACK & FIELD  | -1,500     | -1,500     | -720.00       | .00        | .00 | -780.00    | 48.0%  |
| 002001 316015 TACKLE FOOTBALL      | 0          | 0          | -1,395.00     | .00        | .00 | 1,395.00   | 100.0% |
| 002001 316202 ADULT BASKETBALL     | -4,000     | -4,000     | -2,575.00     | .00        | .00 | -1,425.00  | 64.4%  |
| 002001 316203 ADULT CO-ED SOFTBALL | -6,000     | -6,000     | -850.00       | .00        | .00 | -5,150.00  | 14.2%  |
| 002001 316204 ADULT MEN'S SOFTBALL | -6,000     | -6,000     | -2,400.00     | .00        | .00 | -3,600.00  | 40.0%  |
| 002001 316209 ADULT FLAG FOOTBALL  | -1,000     | -1,000     | -1,000.00     | .00        | .00 | .00        | 100.0% |
| 002001 317800 DRAMA,ART,DANCE LESS | 0          | 0          | -29,241.75    | -3,010.00  | .00 | 29,241.75  | 100.0% |
| 002001 340500 CHECKING ACCOUNT INT | -4,000     | -4,000     | -1,820.73     | -328.20    | .00 | -2,179.27  | 45.5%  |
| 002001 380001 T/F GENERAL FUND     | -1,495,000 | -1,745,000 | -1,745,000.00 | .00        | .00 | .00        | 100.0% |
| 002001 380027 T/F TAX COLLECTORS-G | -979,000   | -979,000   | -907,694.42   | -12,568.22 | .00 | -71,305.58 | 92.7%  |
| 002001 396500 REFUND & RECOVERY    | 0          | 0          | -576.34       | .00        | .00 | 576.34     | 100.0% |
| TOTAL PKS/REC FUND REVENUES        | -2,511,960 | -2,761,960 | -2,709,168.24 | -16,621.42 | .00 | -52,791.76 | 98.1%  |
| TOTAL PARKS & RECREATION FUND      | -2,511,960 | -2,761,960 | -2,709,168.24 | -16,621.42 | .00 | -52,791.76 | 98.1%  |
| TOTAL REVENUES                     | -2,511,960 | -2,761,960 | -2,709,168.24 | -16,621.42 | .00 | -52,791.76 |        |

## 004 LIBRARY FUND

## 004001 LIBRARY FUND REVENUES

|                                    |   |   |             |            |     |            |        |
|------------------------------------|---|---|-------------|------------|-----|------------|--------|
| 004001 380027 T/F TAX COLLECTORS-G | 0 | 0 | -885,967.76 | -12,267.40 | .00 | 885,967.76 | 100.0% |
|------------------------------------|---|---|-------------|------------|-----|------------|--------|

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

| 004                                           | LIBRARY FUND                      | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|-----------------------------------------------|-----------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
|                                               | TOTAL LIBRARY FUND REVENUES       | 0                  | 0                 | -885,967.76  | -12,267.40   | .00          | 885,967.76          | 100.0%      |
|                                               | TOTAL LIBRARY FUND                | 0                  | 0                 | -885,967.76  | -12,267.40   | .00          | 885,967.76          | 100.0%      |
|                                               | TOTAL REVENUES                    | 0                  | 0                 | -885,967.76  | -12,267.40   | .00          | 885,967.76          |             |
| <b>005 HATT.MUNICIPAL FIRE PROTECTION</b>     |                                   |                    |                   |              |              |              |                     |             |
| <b>005001 H.M.F.P.FUND REVENUES</b>           |                                   |                    |                   |              |              |              |                     |             |
| 005001                                        | 262000 PRO-RATA FIRE INS. P       | -264,000           | -264,000          | -292,930.81  | .00          | .00          | 28,930.81           | 111.0%      |
| 005001                                        | 262500 FIRE INS REBATE/CODE       | -7,500             | -7,500            | -8,141.70    | .00          | .00          | 641.70              | 108.6%      |
| 005001                                        | 340500 CHECKING ACCOUNT INT       | -2,400             | -2,400            | -2,456.08    | -193.25      | .00          | 56.08               | 102.3%      |
|                                               | TOTAL H.M.F.P.FUND REVENUES       | -273,900           | -273,900          | -303,528.59  | -193.25      | .00          | 29,628.59           | 110.8%      |
|                                               | TOTAL HATT.MUNICIPAL FIRE PROTECT | -273,900           | -273,900          | -303,528.59  | -193.25      | .00          | 29,628.59           | 110.8%      |
|                                               | TOTAL REVENUES                    | -273,900           | -273,900          | -303,528.59  | -193.25      | .00          | 29,628.59           |             |
| <b>008 SPECIAL STREET IMPR.FUND</b>           |                                   |                    |                   |              |              |              |                     |             |
| <b>008001 SPEC.ST.IMPR REVENUES</b>           |                                   |                    |                   |              |              |              |                     |             |
| 008001                                        | 265000 MUNICIPAL AID              | -60,000            | -60,000           | -50,251.02   | .00          | .00          | -9,748.98           | 83.8%       |
| 008001                                        | 340500 CHECKING ACCOUNT INT       | -500               | -500              | -1,073.42    | -86.01       | .00          | 573.42              | 214.7%      |
|                                               | TOTAL SPEC.ST.IMPR REVENUES       | -60,500            | -60,500           | -51,324.44   | -86.01       | .00          | -9,175.56           | 84.8%       |
|                                               | TOTAL SPECIAL STREET IMPR.FUND    | -60,500            | -60,500           | -51,324.44   | -86.01       | .00          | -9,175.56           | 84.8%       |
|                                               | TOTAL REVENUES                    | -60,500            | -60,500           | -51,324.44   | -86.01       | .00          | -9,175.56           |             |
| <b>009 WATER &amp; SEWER OPERATION/MAINT.</b> |                                   |                    |                   |              |              |              |                     |             |
| <b>009001 W&amp;S O&amp;M REVENUES</b>        |                                   |                    |                   |              |              |              |                     |             |
| 009001                                        | 295500 LAGOON DUMPING             | -40,000            | -40,000           | -43,180.00   | -7,680.00    | .00          | 3,180.00            | 108.0%      |



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

| 009                                      | WATER & SEWER OPERATION/MAINT.    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED   | MTD EXPENDED  | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|------------------------------------------|-----------------------------------|--------------------|-------------------|----------------|---------------|--------------|---------------------|-------------|
| 009001 340500                            | CHECKING ACCOUNT INT              | -3,500             | -3,500            | -3,751.48      | -364.63       | .00          | 251.48              | 107.2%      |
| 009001 380011                            | T/F WATER & SEWER                 | -13,000,000        | -12,300,000       | -10,149,997.00 | -1,183,333.00 | .00          | -2,150,003.00       | 82.5%       |
| 009001 394300                            | SALE OF SCRAP MATERI              | -3,000             | -3,000            | -2,662.90      | .00           | .00          | -337.10             | 88.8%       |
| 009001 396500                            | REFUND & RECOVERY                 | 0                  | 0                 | -24.13         | .00           | .00          | 24.13               | 100.0%      |
|                                          | TOTAL W&S O&M REVENUES            | -13,046,500        | -12,346,500       | -10,199,615.51 | -1,191,377.63 | .00          | -2,146,884.49       | 82.6%       |
|                                          | TOTAL WATER & SEWER OPERATION/MAI | -13,046,500        | -12,346,500       | -10,199,615.51 | -1,191,377.63 | .00          | -2,146,884.49       | 82.6%       |
|                                          | TOTAL REVENUES                    | -13,046,500        | -12,346,500       | -10,199,615.51 | -1,191,377.63 | .00          | -2,146,884.49       |             |
| <b>010 WATER &amp; SEWER B &amp; I</b>   |                                   |                    |                   |                |               |              |                     |             |
| <b>010001 W&amp;S B&amp;I REVENUES</b>   |                                   |                    |                   |                |               |              |                     |             |
| 010001 340500                            | CHECKING ACCOUNT INT              | -75,000            | -75,000           | -10,007.34     | -1,326.24     | .00          | -64,992.66          | 13.3%       |
| 010001 340700                            | OTHER INTEREST                    | 0                  | 0                 | -35.40         | .00           | .00          | 35.40               | 100.0%      |
| 010001 380011                            | T/F WATER & SEWER                 | 0                  | 0                 | -166,667.00    | .00           | .00          | 166,667.00          | 100.0%      |
| 010001 380021                            | T/F 21 REFUNDING                  | -2,050,000         | -2,050,000        | -1,366,664.00  | .00           | .00          | -683,336.00         | 66.7%       |
| 010001 3800B                             | T/F WATER & SEWER '12             | -500,000           | -500,000          | -333,336.00    | -41,667.00    | .00          | -166,664.00         | 66.7%       |
| 010001 3800C                             | T/F WATER & SEWER '13             | -1,500,000         | -1,500,000        | -954,037.87    | -125,000.00   | .00          | -545,962.13         | 63.6%       |
| 010001 3800D                             | T/F WATER & SEWER '16             | -2,500,000         | -2,500,000        | -1,874,997.00  | -208,333.00   | .00          | -625,003.00         | 75.0%       |
| 010001 3800GO                            | T/F '10 W&S GO BONDS              | -300,000           | -300,000          | -225,000.00    | -25,000.00    | .00          | -75,000.00          | 75.0%       |
| 010001 3800M                             | T/F WTR/SWR(METER GO)             | -700,000           | -700,000          | -524,997.33    | -58,333.33    | .00          | -175,002.67         | 75.0%       |
| 010001 396500                            | REFUND & RECOVERY                 | 0                  | 0                 | -66.93         | .00           | .00          | 66.93               | 100.0%      |
|                                          | TOTAL W&S B&I REVENUES            | -7,625,000         | -7,625,000        | -5,455,808.87  | -459,659.57   | .00          | -2,169,191.13       | 71.6%       |
|                                          | TOTAL WATER & SEWER B & I         | -7,625,000         | -7,625,000        | -5,455,808.87  | -459,659.57   | .00          | -2,169,191.13       | 71.6%       |
|                                          | TOTAL REVENUES                    | -7,625,000         | -7,625,000        | -5,455,808.87  | -459,659.57   | .00          | -2,169,191.13       |             |
| <b>011 WATER &amp; SEWER FUND</b>        |                                   |                    |                   |                |               |              |                     |             |
| <b>011001 WATER &amp; SEWER REVENUES</b> |                                   |                    |                   |                |               |              |                     |             |
| 011001 229000                            | NSF CHECK FEE                     | -2,500             | -2,500            | -1,600.00      | -280.00       | .00          | -900.00             | 64.0%       |
| 011001 340500                            | CHECKING ACCOUNT INT              | -40,000            | -40,000           | -7,638.21      | -936.71       | .00          | -32,361.79          | 19.1%       |
| 011001 360001                            | RESIDENTIAL WATER-NO              | -7,400,000         | -7,400,000        | -5,139,370.90  | -863,666.32   | .00          | -2,260,629.10       | 69.5%       |
| 011001 360002                            | TAXABLE WATER SALES               | -3,020,000         | -3,020,000        | -2,289,264.89  | -269,095.32   | .00          | -730,735.11         | 75.8%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

| 011                                   | WATER & SEWER FUND |                      | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED   | MTD EXPENDED  | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|---------------------------------------|--------------------|----------------------|--------------------|-------------------|----------------|---------------|--------------|---------------------|-------------|
| 011001                                | 360003             | TAXABLE WATER-USA YE | -110,000           | -110,000          | -133,754.52    | -28,993.00    | .00          | 23,754.52           | 121.6%      |
| 011001                                | 360011             | NON-RESIDENTIAL WATE | -1,354,670         | -1,354,670        | -950,207.13    | -124,470.35   | .00          | -404,462.87         | 70.1%       |
| 011001                                | 361000             | TAPS                 | -150,000           | -150,000          | -108,096.12    | -2,850.00     | .00          | -41,903.88          | 72.1%       |
| 011001                                | 362000             | WATER TURN-ON FEE    | -60,000            | -60,000           | -55,000.00     | -7,440.00     | .00          | -5,000.00           | 91.7%       |
| 011001                                | 362500             | SEWER TAPS           | -50,000            | -50,000           | -9,300.00      | .00           | .00          | -40,700.00          | 18.6%       |
| 011001                                | 363001             | NON-RESIDENTIAL SEWE | -3,895,000         | -3,895,000        | -2,555,906.60  | -317,159.81   | .00          | -1,339,093.40       | 65.6%       |
| 011001                                | 363002             | RESIDENTIAL SEWER    | -6,395,000         | -6,395,000        | -5,153,026.38  | -790,631.56   | .00          | -1,241,973.62       | 80.6%       |
| 011001                                | 363003             | LAMAR PARK SEWER     | -80,000            | -80,000           | -35,272.87     | .00           | .00          | -44,727.13          | 44.1%       |
| 011001                                | 363004             | MARSHALL DURBIN SEWE | -410,000           | -410,000          | -473,304.06    | -44,991.04    | .00          | 63,304.06           | 115.4%      |
| 011001                                | 363005             | PETAL SEWER          | -420,000           | -420,000          | -327,879.77    | -31,516.65    | .00          | -92,120.23          | 78.1%       |
| 011001                                | 363007             | PBRSWMA-LEACHATE     | -4,800             | -4,800            | -6,942.17      | -792.90       | .00          | 2,142.17            | 144.6%      |
| 011001                                | 363008             | ZEON CHEMICALS       | -29,000            | -29,000           | -18,099.29     | -2,501.19     | .00          | -10,900.71          | 62.4%       |
| 011001                                | 363009             | USA YEAST SEWER      | -186,000           | -186,000          | -372,920.04    | -30,000.26    | .00          | 186,920.04          | 200.5%      |
| 011001                                | 363010             | DAIRY FRESH SEWER    | -175,000           | -175,000          | -138,471.66    | -17,408.00    | .00          | -36,528.34          | 79.1%       |
| 011001                                | 396500             | REFUND & RECOVERY    | 0                  | 0                 | -905.22        | .00           | .00          | 905.22              | 100.0%      |
| TOTAL WATER & SEWER REVENUES          |                    |                      | -23,781,970        | -23,781,970       | -17,776,959.83 | -2,532,733.11 | .00          | -6,005,010.17       | 74.7%       |
| TOTAL WATER & SEWER FUND              |                    |                      | -23,781,970        | -23,781,970       | -17,776,959.83 | -2,532,733.11 | .00          | -6,005,010.17       | 74.7%       |
| TOTAL REVENUES                        |                    |                      | -23,781,970        | -23,781,970       | -17,776,959.83 | -2,532,733.11 | .00          | -6,005,010.17       |             |
| 012 2019 TIF B&I-PLANET FITNESS       |                    |                      |                    |                   |                |               |              |                     |             |
| 012001 TIF B&I-PLANET FITNES-REVENUES |                    |                      |                    |                   |                |               |              |                     |             |
| 012001                                | 270500             | FORREST CTY          | -33,579            | -33,579           | -32,128.00     | .00           | .00          | -1,451.00           | 95.7%       |
| 012001                                | 340500             | CHECKING ACCOUNT INT | 0                  | 0                 | -273.92        | -29.47        | .00          | 273.92              | 100.0%      |
| 012001                                | 380027             | T/F TAX COLLECTORS-G | -27,667            | -27,667           | -27,667.00     | .00           | .00          | .00                 | 100.0%      |
| TOTAL TIF B&I-PLANET FITNES-REVEN     |                    |                      | -61,246            | -61,246           | -60,068.92     | -29.47        | .00          | -1,177.08           | 98.1%       |
| TOTAL 2019 TIF B&I-PLANET FITNESS     |                    |                      | -61,246            | -61,246           | -60,068.92     | -29.47        | .00          | -1,177.08           | 98.1%       |
| TOTAL REVENUES                        |                    |                      | -61,246            | -61,246           | -60,068.92     | -29.47        | .00          | -1,177.08           |             |
| 013 CITY B & I                        |                    |                      |                    |                   |                |               |              |                     |             |
| 013001 CITY B&I REVENUES              |                    |                      |                    |                   |                |               |              |                     |             |
| 013001                                | 340500             | CHECKING ACCOUNT INT | -75,000            | -75,000           | -9,588.36      | -1,190.41     | .00          | -65,411.64          | 12.8%       |

## YEAR-TO-DATE BUDGET REPORT

FOR 2022 09

| 013                                               | CITY B & I                        | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED   | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|---------------------------------------------------|-----------------------------------|--------------------|-------------------|----------------|--------------|--------------|---------------------|-------------|
| 013001 380027                                     | T/F TAX COLLECTORS-G              | -2,390,000         | -2,390,000        | -2,264,915.81  | -31,366.42   | .00          | -125,084.19         | 94.8%       |
|                                                   | TOTAL CITY B&I REVENUES           | -2,465,000         | -2,465,000        | -2,274,504.17  | -32,556.83   | .00          | -190,495.83         | 92.3%       |
|                                                   | TOTAL CITY B & I                  | -2,465,000         | -2,465,000        | -2,274,504.17  | -32,556.83   | .00          | -190,495.83         | 92.3%       |
|                                                   | TOTAL REVENUES                    | -2,465,000         | -2,465,000        | -2,274,504.17  | -32,556.83   | .00          | -190,495.83         |             |
| <b>014 SCHOOL FUND</b>                            |                                   |                    |                   |                |              |              |                     |             |
| <b>014001 SCHOOL FUND REVENUES</b>                |                                   |                    |                   |                |              |              |                     |             |
| 014001 380027                                     | T/F TAX COLLECTORS-G              | 0                  | 0                 | -18,160,768.57 | -261,970.98  | .00          | 18,160,768.57       | 100.0%      |
| 014001 3800SB                                     | T/F TAX COLLECTOR-GP              | 0                  | 0                 | -2,474,102.43  | -35,167.78   | .00          | 2,474,102.43        | 100.0%      |
|                                                   | TOTAL SCHOOL FUND REVENUES        | 0                  | 0                 | -20,634,871.00 | -297,138.76  | .00          | 20,634,871.00       | 100.0%      |
|                                                   | TOTAL SCHOOL FUND                 | 0                  | 0                 | -20,634,871.00 | -297,138.76  | .00          | 20,634,871.00       | 100.0%      |
|                                                   | TOTAL REVENUES                    | 0                  | 0                 | -20,634,871.00 | -297,138.76  | .00          | 20,634,871.00       |             |
| <b>017 SUPP. ENVIRONMENTAL PROJECT</b>            |                                   |                    |                   |                |              |              |                     |             |
| <b>017001 SUPP ENV PROJ REVENUES</b>              |                                   |                    |                   |                |              |              |                     |             |
| 017001 340700                                     | OTHER INTEREST                    | 0                  | 0                 | -.46           | .00          | .00          | .46                 | 100.0%      |
| 017001 380011                                     | T/F WATER & SEWER                 | -50,000            | -50,000           | -50,000.00     | .00          | .00          | .00                 | 100.0%      |
|                                                   | TOTAL SUPP ENV PROJ REVENUES      | -50,000            | -50,000           | -50,000.46     | .00          | .00          | .46                 | 100.0%      |
|                                                   | TOTAL SUPP. ENVIRONMENTAL PROJECT | -50,000            | -50,000           | -50,000.46     | .00          | .00          | .46                 | 100.0%      |
|                                                   | TOTAL REVENUES                    | -50,000            | -50,000           | -50,000.46     | .00          | .00          | .46                 |             |
| <b>018 POLICE &amp; FIREMAN DIS. &amp; RELIEF</b> |                                   |                    |                   |                |              |              |                     |             |
| <b>018001 P&amp;FD&amp;R REVENUES</b>             |                                   |                    |                   |                |              |              |                     |             |
| 018001 380027                                     | T/F TAX COLLECTORS-G              | 0                  | 0                 | -1,296,800.68  | -17,978.59   | .00          | 1,296,800.68        | 100.0%      |

## YEAR-TO-DATE BUDGET REPORT

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| 018                                         | POLICE & FIREMAN DIS. & RELIEF    | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED  | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|---------------------------------------------|-----------------------------------|--------------------|-------------------|---------------|--------------|--------------|---------------------|-------------|
|                                             | TOTAL P&FD&R REVENUES             | 0                  | 0                 | -1,296,800.68 | -17,978.59   | .00          | 1,296,800.68        | 100.0%      |
|                                             | TOTAL POLICE & FIREMAN DIS. & REL | 0                  | 0                 | -1,296,800.68 | -17,978.59   | .00          | 1,296,800.68        | 100.0%      |
|                                             | TOTAL REVENUES                    | 0                  | 0                 | -1,296,800.68 | -17,978.59   | .00          | 1,296,800.68        |             |
| <b>019 POLICE FORFEITURES FUND</b>          |                                   |                    |                   |               |              |              |                     |             |
| <b>019001 POL.FORFEITURES REVENUES</b>      |                                   |                    |                   |               |              |              |                     |             |
| 019001 332100                               | CITY COURT COSTS - D              | 0                  | -1,102            | -6,450.26     | -849.37      | .00          | 5,348.26            | 585.3%      |
| 019001 332300                               | NARC.FORFEITURES-POL              | 0                  | -1,726            | -6,064.17     | -300.00      | .00          | 4,338.17            | 351.3%      |
| 019001 340500                               | CHECKING ACCOUNT INT              | 0                  | 0                 | -22.99        | -2.19        | .00          | 22.99               | 100.0%      |
|                                             | TOTAL POL.FORFEITURES REVENUES    | 0                  | -2,828            | -12,537.42    | -1,151.56    | .00          | 9,709.42            | 443.3%      |
|                                             | TOTAL POLICE FORFEITURES FUND     | 0                  | -2,828            | -12,537.42    | -1,151.56    | .00          | 9,709.42            | 443.3%      |
|                                             | TOTAL REVENUES                    | 0                  | -2,828            | -12,537.42    | -1,151.56    | .00          | 9,709.42            |             |
| <b>020 2002 TIF B&amp;I-SOUTHERN POINTE</b> |                                   |                    |                   |               |              |              |                     |             |
| <b>020001 2002 TIF B&amp;I-S/P REVENUES</b> |                                   |                    |                   |               |              |              |                     |             |
| 020001 270500                               | FORREST CTY                       | -141,401           | -141,401          | -141,401.00   | .00          | .00          | .00                 | 100.0%      |
| 020001 340500                               | CHECKING ACCOUNT INT              | 0                  | 0                 | -557.52       | -88.13       | .00          | 557.52              | 100.0%      |
| 020001 380027                               | T/F TAX COLLECTORS-G              | -138,876           | -138,876          | -138,876.00   | .00          | .00          | .00                 | 100.0%      |
|                                             | TOTAL 2002 TIF B&I-S/P REVENUES   | -280,277           | -280,277          | -280,834.52   | -88.13       | .00          | 557.52              | 100.2%      |
|                                             | TOTAL 2002 TIF B&I-SOUTHERN POINT | -280,277           | -280,277          | -280,834.52   | -88.13       | .00          | 557.52              | 100.2%      |
|                                             | TOTAL REVENUES                    | -280,277           | -280,277          | -280,834.52   | -88.13       | .00          | 557.52              |             |
| <b>022 2003 TIF B&amp;I-CHAUVET SQUARE</b>  |                                   |                    |                   |               |              |              |                     |             |
| <b>022001 2003 TIF B&amp;I-C/S REVENUES</b> |                                   |                    |                   |               |              |              |                     |             |
| 022001 340500                               | CHECKING ACCOUNT INT              | -2,000             | -2,000            | -438.35       | -68.70       | .00          | -1,561.65           | 21.9%       |

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| 022                                 | 2003 TIF B&I-CHAUVET SQUARE       | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|-------------------------------------|-----------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| 022001 380027                       | T/F TAX COLLECTORS-G              | -200,000           | -200,000          | -200,000.00  | .00          | .00          | .00                 | 100.0%      |
|                                     | TOTAL 2003 TIF B&I-C/S REVENUES   | -202,000           | -202,000          | -200,438.35  | -68.70       | .00          | -1,561.65           | 99.2%       |
|                                     | TOTAL 2003 TIF B&I-CHAUVET SQUARE | -202,000           | -202,000          | -200,438.35  | -68.70       | .00          | -1,561.65           | 99.2%       |
|                                     | TOTAL REVENUES                    | -202,000           | -202,000          | -200,438.35  | -68.70       | .00          | -1,561.65           |             |
| 023 2006 TIF B&I-TURTLE CROSSING    |                                   |                    |                   |              |              |              |                     |             |
| 023001 2007 TIF B&I-T/C REVENUES    |                                   |                    |                   |              |              |              |                     |             |
| 023001 270800                       | LAMAR CTY                         | -61,945            | -61,945           | -61,948.00   | .00          | .00          | 3.00                | 100.0%      |
| 023001 340500                       | CHECKING ACCOUNT INT              | -2,000             | -2,000            | -373.35      | -54.17       | .00          | -1,626.65           | 18.7%       |
| 023001 380027                       | T/F TAX COLLECTORS-G              | -115,000           | -115,000          | -115,000.00  | .00          | .00          | .00                 | 100.0%      |
|                                     | TOTAL 2007 TIF B&I-T/C REVENUES   | -178,945           | -178,945          | -177,321.35  | -54.17       | .00          | -1,623.65           | 99.1%       |
|                                     | TOTAL 2006 TIF B&I-TURTLE CROSSIN | -178,945           | -178,945          | -177,321.35  | -54.17       | .00          | -1,623.65           | 99.1%       |
|                                     | TOTAL REVENUES                    | -178,945           | -178,945          | -177,321.35  | -54.17       | .00          | -1,623.65           |             |
| 024 2008 TIF B&I-LINCOLN CENTER     |                                   |                    |                   |              |              |              |                     |             |
| 024001 2008 TIF B&I-L/C REVENUES    |                                   |                    |                   |              |              |              |                     |             |
| 024001 340500                       | CHECKING ACCOUNT INT              | -600               | -600              | -60.54       | -13.31       | .00          | -539.46             | 10.1%       |
| 024001 380027                       | T/F TAX COLLECTORS-G              | -40,000            | -40,000           | -98,000.00   | .00          | .00          | 58,000.00           | 245.0%      |
|                                     | TOTAL 2008 TIF B&I-L/C REVENUES   | -40,600            | -40,600           | -98,060.54   | -13.31       | .00          | 57,460.54           | 241.5%      |
|                                     | TOTAL 2008 TIF B&I-LINCOLN CENTER | -40,600            | -40,600           | -98,060.54   | -13.31       | .00          | 57,460.54           | 241.5%      |
|                                     | TOTAL REVENUES                    | -40,600            | -40,600           | -98,060.54   | -13.31       | .00          | 57,460.54           |             |
| 025 2011 TIF B&I-KOHL'S             |                                   |                    |                   |              |              |              |                     |             |
| 025001 2011 TIF B&I-KOHL'S REVENUES |                                   |                    |                   |              |              |              |                     |             |
| 025001 340500                       | CHECKING ACCOUNT INT              | 0                  | -10               | -.77         | -.06         | .00          | -9.23               | 7.7%        |



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| 025                                              | 2011 TIF B&I-KOHL'S                | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED   | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|--------------------------------------------------|------------------------------------|--------------------|-------------------|----------------|--------------|--------------|---------------------|-------------|
|                                                  | TOTAL 2011 TIF B&I-KOHL'S REVENUES | 0                  | -10               | -.77           | -.06         | .00          | -9.23               | 7.7%        |
|                                                  | TOTAL 2011 TIF B&I-KOHL'S          | 0                  | -10               | -.77           | -.06         | .00          | -9.23               | 7.7%        |
|                                                  | TOTAL REVENUES                     | 0                  | -10               | -.77           | -.06         | .00          | -9.23               |             |
| <b>026 2016 TIF B&amp;I-WHISPERING PINES</b>     |                                    |                    |                   |                |              |              |                     |             |
| <b>026001 2016 TIF B&amp;I-WHISP PINES REVEN</b> |                                    |                    |                   |                |              |              |                     |             |
| 026001                                           | 270500 FORREST CTY                 | -205,773           | -205,773          | -205,773.00    | .00          | .00          | .00                 | 100.0%      |
| 026001                                           | 340500 CHECKING ACCOUNT INT        | -3,000             | -3,000            | -1,098.60      | -183.83      | .00          | -1,901.40           | 36.6%       |
| 026001                                           | 380027 T/F TAX COLLECTORS-G        | -167,296           | -167,296          | -167,296.00    | .00          | .00          | .00                 | 100.0%      |
|                                                  | TOTAL 2016 TIF B&I-WHISP PINES RE  | -376,069           | -376,069          | -374,167.60    | -183.83      | .00          | -1,901.40           | 99.5%       |
|                                                  | TOTAL 2016 TIF B&I-WHISPERING PIN  | -376,069           | -376,069          | -374,167.60    | -183.83      | .00          | -1,901.40           | 99.5%       |
|                                                  | TOTAL REVENUES                     | -376,069           | -376,069          | -374,167.60    | -183.83      | .00          | -1,901.40           |             |
| <b>027 TAX COLLECTOR'S FUND</b>                  |                                    |                    |                   |                |              |              |                     |             |
| <b>027000 TAX COLLECTOR'S BALNCE SHEET</b>       |                                    |                    |                   |                |              |              |                     |             |
| 027000                                           | 2020SC PERSONALTY-SCHOOL           | 0                  | 0                 | -122,323.83    | .00          | .00          | 122,323.83          | 100.0%      |
|                                                  | TOTAL TAX COLLECTOR'S BALNCE SHEE  | 0                  | 0                 | -122,323.83    | .00          | .00          | 122,323.83          | 100.0%      |
| <b>027001 TAX COLLECTOR'S REVENUES</b>           |                                    |                    |                   |                |              |              |                     |             |
| 027001                                           | 2001CI REALTY-CITY                 | 0                  | 0                 | -15,852,325.62 | -118,121.22  | .00          | 15,852,325.62       | 100.0%      |
| 027001                                           | 2001SC REALTY-SCHOOL               | 0                  | 0                 | -12,007,703.54 | -104,621.77  | .00          | 12,007,703.54       | 100.0%      |
| 027001                                           | 200500 HOMESTEAD LOSS              | 0                  | 0                 | 295,211.34     | 2,868.04     | .00          | -295,211.34         | 100.0%      |
| 027001                                           | 200600 EXEMPT-TAX LOSS REIM        | 0                  | 0                 | -224,193.54    | .00          | .00          | 224,193.54          | 100.0%      |
| 027001                                           | 2010CI PRSNLTY AUTO-CITY           | 0                  | 0                 | -1,417,788.60  | -191,888.38  | .00          | 1,417,788.60        | 100.0%      |
| 027001                                           | 2010SC PRSNLTY AUTO-SCHOOL         | 0                  | 0                 | -1,339,629.54  | -171,745.71  | .00          | 1,339,629.54        | 100.0%      |
| 027001                                           | 2020CI PERSONALTY-CITY             | 0                  | 0                 | -6,256,284.38  | -14,938.06   | .00          | 6,256,284.38        | 100.0%      |

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|                                                  | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED   | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|--------------------------------------------------|--------------------|-------------------|----------------|--------------|--------------|---------------------|-------------|
| 027001 2020SC PERSONALTY-SCHOOL                  | 0                  | 0                 | -7,230,856.72  | -17,025.98   | .00          | 7,230,856.72        | 100.0%      |
| 027001 2026GE RENTAL VEHICLES-GENE               | 0                  | 0                 | -175,860.58    | .00          | .00          | 175,860.58          | 100.0%      |
| 027001 203100 NON-EXEMPT REALTY P/               | 0                  | 0                 | -34,905.03     | 104.81       | .00          | 34,905.03           | 100.0%      |
| 027001 203500 EXEMPT REALTY P/Y                  | 0                  | 0                 | -59,884.44     | -504.59      | .00          | 59,884.44           | 100.0%      |
| 027001 204000 PERSONALTY-AUTO P/Y                | 0                  | 0                 | -333,813.99    | -5,650.54    | .00          | 333,813.99          | 100.0%      |
| 027001 204500 PERSONALTY-RAIL CAR                | 0                  | 0                 | -31,885.00     | .00          | .00          | 31,885.00           | 100.0%      |
| 027001 205000 PERSONALTY P/Y                     | 0                  | 0                 | -160,431.54    | -8,102.44    | .00          | 160,431.54          | 100.0%      |
| 027001 210000 INT/PENALTY ON DEL.                | 0                  | 0                 | -136,426.02    | -13,314.12   | .00          | 136,426.02          | 100.0%      |
| 027001 211000 EXCESS BID-PROP. TAX               | 0                  | 0                 | -174,404.94    | .00          | .00          | 174,404.94          | 100.0%      |
| 027001 340500 CHECKING ACCOUNT INT               | 0                  | 0                 | -660.86        | -43.95       | .00          | 660.86              | 100.0%      |
| TOTAL TAX COLLECTOR'S REVENUES                   | 0                  | 0                 | -45,141,843.00 | -642,983.91  | .00          | 45,141,843.00       | 100.0%      |
| TOTAL TAX COLLECTOR'S FUND                       | 0                  | 0                 | -45,264,166.83 | -642,983.91  | .00          | 45,264,166.83       | 100.0%      |
| TOTAL REVENUES                                   | 0                  | 0                 | -45,264,166.83 | -642,983.91  | .00          | 45,264,166.83       |             |
| <b>028 2016 TIF B&amp;I-HBRG CLINIC MIDTN</b>    |                    |                   |                |              |              |                     |             |
| <b>028001 2016 TIF B&amp;I-HBRG CLINIC MIDTN</b> |                    |                   |                |              |              |                     |             |
| 028001 270500 FORREST CTY                        | -41,605            | -41,605           | -70,623.70     | .00          | .00          | 29,018.70           | 169.7%      |
| 028001 340500 CHECKING ACCOUNT INT               | -500               | -500              | -318.59        | -69.69       | .00          | -181.41             | 63.7%       |
| 028001 380027 T/F TAX COLLECTORS-G               | -34,040            | -34,040           | -34,040.00     | .00          | .00          | .00                 | 100.0%      |
| TOTAL 2016 TIF B&I-HBRG CLINIC MI                | -76,145            | -76,145           | -104,982.29    | -69.69       | .00          | 28,837.29           | 137.9%      |
| TOTAL 2016 TIF B&I-HBRG CLINIC MI                | -76,145            | -76,145           | -104,982.29    | -69.69       | .00          | 28,837.29           | 137.9%      |
| TOTAL REVENUES                                   | -76,145            | -76,145           | -104,982.29    | -69.69       | .00          | 28,837.29           |             |
| <b>039 AIRPORT IMPROVEMENT FUND</b>              |                    |                   |                |              |              |                     |             |
| <b>039001 AIRPORT IMPR. REVENUES</b>             |                    |                   |                |              |              |                     |             |
| 039001 233001 FEDERAL AVIATION ADM               | -1,213,361         | -1,363,361        | -859,510.85    | .00          | .00          | -503,850.15         | 63.0%       |
| 039001 340500 CHECKING ACCOUNT INT               | 0                  | 0                 | -1,253.64      | -142.58      | .00          | 1,253.64            | 100.0%      |
| 039001 341213 LORESCO INC                        | 0                  | 0                 | -1,200.00      | .00          | .00          | 1,200.00            | 100.0%      |
| 039001 341221 SOUTHEAST AVIATION S               | -40,000            | -40,000           | -14,957.92     | -2,289.21    | .00          | -25,042.08          | 37.4%       |
| 039001 341222 SE AVIATION BLDG LAN               | 0                  | 0                 | -2,146.17      | .00          | .00          | 2,146.17            | 100.0%      |

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| 039                                   | AIRPORT IMPROVEMENT FUND          | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED  | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|---------------------------------------|-----------------------------------|--------------------|-------------------|---------------|--------------|--------------|---------------------|-------------|
| 039001                                | 380001 T/F GENERAL FUND           | -250,000           | -250,000          | -250,000.00   | .00          | .00          | .00                 | 100.0%      |
|                                       | TOTAL AIRPORT IMPR. REVENUES      | -1,503,361         | -1,653,361        | -1,129,068.58 | -2,431.79    | .00          | -524,292.42         | 68.3%       |
|                                       | TOTAL AIRPORT IMPROVEMENT FUND    | -1,503,361         | -1,653,361        | -1,129,068.58 | -2,431.79    | .00          | -524,292.42         | 68.3%       |
|                                       | TOTAL REVENUES                    | -1,503,361         | -1,653,361        | -1,129,068.58 | -2,431.79    | .00          | -524,292.42         |             |
| 050 2015A TIF B&I-RIDGE/TURTLE CRK    |                                   |                    |                   |               |              |              |                     |             |
| 050001 2015A TIF B&I-RIDGE/TURTLE CRK |                                   |                    |                   |               |              |              |                     |             |
| 050001                                | 270800 LAMAR CTY                  | -29,857            | -29,857           | -29,858.00    | .00          | .00          | 1.00                | 100.0%      |
| 050001                                | 340500 CHECKING ACCOUNT INT       | -700               | -700              | -174.24       | -26.94       | .00          | -525.76             | 24.9%       |
| 050001                                | 380027 T/F TAX COLLECTORS-G       | -89,571            | -89,571           | -89,571.00    | .00          | .00          | .00                 | 100.0%      |
|                                       | TOTAL 2015A TIF B&I-RIDGE/TURTLE  | -120,128           | -120,128          | -119,603.24   | -26.94       | .00          | -524.76             | 99.6%       |
|                                       | TOTAL 2015A TIF B&I-RIDGE/TURTLE  | -120,128           | -120,128          | -119,603.24   | -26.94       | .00          | -524.76             | 99.6%       |
|                                       | TOTAL REVENUES                    | -120,128           | -120,128          | -119,603.24   | -26.94       | .00          | -524.76             |             |
| 051 2015B TIF B&I-MIDTOWN MARKET      |                                   |                    |                   |               |              |              |                     |             |
| 051001 2015B TIF B&I-MIDTOWN MARKET   |                                   |                    |                   |               |              |              |                     |             |
| 051001                                | 270500 FORREST CTY                | -11,380            | -11,380           | -13,086.00    | .00          | .00          | 1,706.00            | 115.0%      |
| 051001                                | 340500 CHECKING ACCOUNT INT       | -50                | -50               | -23.14        | -4.08        | .00          | -26.86              | 46.3%       |
| 051001                                | 380027 T/F TAX COLLECTORS-G       | -10,707            | -10,707           | -10,707.00    | .00          | .00          | .00                 | 100.0%      |
|                                       | TOTAL 2015B TIF B&I-MIDTOWN MARKE | -22,137            | -22,137           | -23,816.14    | -4.08        | .00          | 1,679.14            | 107.6%      |
|                                       | TOTAL 2015B TIF B&I-MIDTOWN MARKE | -22,137            | -22,137           | -23,816.14    | -4.08        | .00          | 1,679.14            | 107.6%      |
|                                       | TOTAL REVENUES                    | -22,137            | -22,137           | -23,816.14    | -4.08        | .00          | 1,679.14            |             |
| 052 2019 TIF B&I-ELAM ARMS MIDTOWN    |                                   |                    |                   |               |              |              |                     |             |
| 052001 2019 TIF B&I ELAM ARMS MIDTOWN |                                   |                    |                   |               |              |              |                     |             |
| 052001                                | 270500 FORREST CTY                | -164,379           | -164,379          | -164,379.00   | .00          | .00          | .00                 | 100.0%      |

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| 052                                        | 2019   | TIF B&I-ELAM ARMS MIDTOWN | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED  | MTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--------------------------------------------|--------|---------------------------|-----------------|----------------|---------------|--------------|--------------|------------------|----------|
| 052001                                     | 340500 | CHECKING ACCOUNT INT      | -1,500          | -1,500         | -716.89       | -140.27      | .00          | -783.11          | 47.8%    |
| 052001                                     | 340700 | OTHER INTEREST            | 0               | 0              | -11.86        | .00          | .00          | 11.86            | 100.0%   |
| 052001                                     | 380001 | T/F GENERAL FUND          | -66,526         | -66,407        | -66,407.00    | .00          | .00          | .00              | 100.0%   |
| 052001                                     | 380027 | T/F TAX COLLECTORS-G      | -133,642        | -133,642       | -133,642.00   | .00          | .00          | .00              | 100.0%   |
| 052001                                     | 396500 | REFUND & RECOVERY         | 0               | 0              | -494.71       | .00          | .00          | 494.71           | 100.0%   |
| TOTAL 2019 TIF B&I ELAM ARMS MIDT          |        |                           | -366,047        | -365,928       | -365,651.46   | -140.27      | .00          | -276.54          | 99.9%    |
| TOTAL 2019 TIF B&I-ELAM ARMS MIDT          |        |                           | -366,047        | -365,928       | -365,651.46   | -140.27      | .00          | -276.54          | 99.9%    |
| TOTAL REVENUES                             |        |                           | -366,047        | -365,928       | -365,651.46   | -140.27      | .00          | -276.54          |          |
| <b>072 MUNICIPAL ROAD &amp; BRIDGE</b>     |        |                           |                 |                |               |              |              |                  |          |
| <b>072001 MUN.ROAD&amp;BRIDGE REVENUES</b> |        |                           |                 |                |               |              |              |                  |          |
| 072001                                     | 235203 | MDA MIDTOWN INFRASTR      | 0               | 0              | -1,000,000.00 | .00          | .00          | 1,000,000.00     | 100.0%   |
| 072001                                     | 250300 | MISCELLANEOUS STATE       | 0               | 0              | -36,841.18    | .00          | .00          | 36,841.18        | 100.0%   |
| 072001                                     | 255523 | MDOT-38TH AVE IMPR        | 0               | 0              | -25,098.68    | .00          | .00          | 25,098.68        | 100.0%   |
| 072001                                     | 255525 | MDOT-HARDY/GREEN ROU      | -840,505        | -840,505       | -293,923.16   | .00          | .00          | -546,581.84      | 35.0%    |
| 072001                                     | 271000 | PRO-RATA CTY RD TAX-      | -920,000        | -920,000       | -824,922.21   | -14,957.68   | .00          | -95,077.79       | 89.7%    |
| 072001                                     | 271500 | PRO-RATA CTY RD TAX-      | -900,000        | -900,000       | -862,283.45   | -5,811.46    | .00          | -37,716.55       | 95.8%    |
| 072001                                     | 340500 | CHECKING ACCOUNT INT      | 0               | 0              | -462.28       | -224.22      | .00          | 462.28           | 100.0%   |
| TOTAL MUN.ROAD&BRIDGE REVENUES             |        |                           | -2,660,505      | -2,660,505     | -3,043,530.96 | -20,993.36   | .00          | 383,025.96       | 114.4%   |
| TOTAL MUNICIPAL ROAD & BRIDGE              |        |                           | -2,660,505      | -2,660,505     | -3,043,530.96 | -20,993.36   | .00          | 383,025.96       | 114.4%   |
| TOTAL REVENUES                             |        |                           | -2,660,505      | -2,660,505     | -3,043,530.96 | -20,993.36   | .00          | 383,025.96       |          |
| <b>073 MASS TRANSIT FUND</b>               |        |                           |                 |                |               |              |              |                  |          |
| <b>073001 MASS TRANSIT REVENUES</b>        |        |                           |                 |                |               |              |              |                  |          |
| 073001                                     | 234000 | UMTA-MASS TRANS-OPER      | -1,160,420      | -1,160,420     | -647,824.00   | -58,427.00   | .00          | -512,596.00      | 55.8%    |
| 073001                                     | 234100 | UMTA-MASS TRANS-CAPT      | -1,602,451      | -1,602,451     | -24,940.00    | .00          | .00          | -1,577,511.00    | 1.6%     |
| 073001                                     | 234200 | UMTA-MASS TRANS-PLAN      | -45,375         | -45,375        | -92,953.00    | .00          | .00          | 47,578.00        | 204.9%   |
| 073001                                     | 234400 | UMTA-MASS TRANS-PREV      | -270,312        | -270,312       | -312,743.48   | -21,108.00   | .00          | 42,431.48        | 115.7%   |
| 073001                                     | 234600 | JARC-MASS TRANS           | 0               | 0              | -91,670.00    | -9,302.00    | .00          | 91,670.00        | 100.0%   |
| 073001                                     | 340500 | CHECKING ACCOUNT INT      | -3,000          | -3,000         | -1,362.57     | -230.84      | .00          | -1,637.43        | 45.4%    |

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| 073                               | MASS TRANSIT FUND | ORIGINAL<br>APPROP   | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED  | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED   |        |
|-----------------------------------|-------------------|----------------------|-------------------|--------------|---------------|--------------|---------------------|---------------|--------|
| 073001                            | 352500            | BUS FARES-FIXED ROUT | -20,000           | -20,000      | -14,353.60    | -2,033.35    | .00                 | -5,646.40     | 71.8%  |
| 073001                            | 352700            | BUS FARES-DEMAND RES | -700              | -700         | -881.89       | -116.00      | .00                 | 181.89        | 126.0% |
| 073001                            | 353500            | ADVERTISING          | -1,000            | -1,000       | -1,170.95     | .00          | .00                 | 170.95        | 117.1% |
| 073001                            | 380001            | T/F GENERAL FUND     | -300,000          | -400,000     | -400,000.00   | .00          | .00                 | .00           | 100.0% |
| 073001                            | 380027            | T/F TAX COLLECTORS-G | -244,000          | -244,000     | -229,259.28   | -3,174.55    | .00                 | -14,740.72    | 94.0%  |
| 073001                            | 396700            | RECOVERY OF DAMAGE C | 0                 | 0            | -613.00       | .00          | .00                 | 613.00        | 100.0% |
| TOTAL MASS TRANSIT REVENUES       |                   |                      | -3,647,258        | -3,747,258   | -1,817,771.77 | -94,391.74   | .00                 | -1,929,486.23 | 48.5%  |
| TOTAL MASS TRANSIT FUND           |                   |                      | -3,647,258        | -3,747,258   | -1,817,771.77 | -94,391.74   | .00                 | -1,929,486.23 | 48.5%  |
| TOTAL REVENUES                    |                   |                      | -3,647,258        | -3,747,258   | -1,817,771.77 | -94,391.74   | .00                 | -1,929,486.23 |        |
| 075 WATER&SEWER CONSTRUCTION FUND |                   |                      |                   |              |               |              |                     |               |        |
| 075001 W&S CONSTR. REVENUES       |                   |                      |                   |              |               |              |                     |               |        |
| 075001                            | 235202            | MDA DIP LAMAR BLVD   | 0                 | 0            | -251,744.00   | .00          | .00                 | 251,744.00    | 100.0% |
| 075001                            | 340500            | CHECKING ACCOUNT INT | -42,000           | -42,000      | -12,242.77    | -754.43      | .00                 | -29,757.23    | 29.1%  |
| 075001                            | 341114            | SBA STRUCTURES (WM C | -16,000           | -16,000      | -14,442.48    | -1,604.72    | .00                 | -1,557.52     | 90.3%  |
| 075001                            | 341115            | CCATT HOLDINGS-WATER | -29,000           | -29,000      | -31,572.65    | .00          | .00                 | 2,572.65      | 108.9% |
| 075001                            | 380011            | T/F WATER & SEWER    | -2,276,470        | -2,976,470   | -1,734,927.43 | -33,149.17   | .00                 | -1,241,542.57 | 58.3%  |
| TOTAL W&S CONSTR. REVENUES        |                   |                      | -2,363,470        | -3,063,470   | -2,044,929.33 | -35,508.32   | .00                 | -1,018,540.67 | 66.8%  |
| TOTAL WATER&SEWER CONSTRUCTION FU |                   |                      | -2,363,470        | -3,063,470   | -2,044,929.33 | -35,508.32   | .00                 | -1,018,540.67 | 66.8%  |
| TOTAL REVENUES                    |                   |                      | -2,363,470        | -3,063,470   | -2,044,929.33 | -35,508.32   | .00                 | -1,018,540.67 |        |
| 077 COMMUNITY CENTERS' FUND       |                   |                      |                   |              |               |              |                     |               |        |
| 077001 COMMUNITY CTR REVENUES     |                   |                      |                   |              |               |              |                     |               |        |
| 077001                            | 314100            | SIGLER CENTER USE FE | -4,000            | -4,000       | -400.00       | .00          | .00                 | -3,600.00     | 10.0%  |
| 077001                            | 314200            | C.E.ROY/5TH ST.C.C.U | -2,000            | -2,000       | -2,769.50     | -237.50      | .00                 | 769.50        | 138.5% |
| 077001                            | 314300            | JDS C.C. USE FEE     | -10,000           | -10,000      | -10,340.00    | -325.00      | .00                 | 340.00        | 103.4% |
| 077001                            | 314600            | CULTURAL CTR USE FEE | -4,000            | -4,000       | -3,889.00     | -729.00      | .00                 | -111.00       | 97.2%  |
| 077001                            | 340500            | CHECKING ACCOUNT INT | -3,500            | -3,500       | -460.19       | -78.52       | .00                 | -3,039.81     | 13.1%  |
| 077001                            | 380001            | T/F GENERAL FUND     | -650,000          | -850,000     | -850,000.00   | .00          | .00                 | .00           | 100.0% |
| TOTAL COMMUNITY CTR REVENUES      |                   |                      | -673,500          | -873,500     | -867,858.69   | -1,370.02    | .00                 | -5,641.31     | 99.4%  |



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| 077                                              | COMMUNITY CENTERS' FUND           | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED  | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|--------------------------------------------------|-----------------------------------|--------------------|-------------------|---------------|--------------|--------------|---------------------|-------------|
|                                                  | TOTAL COMMUNITY CENTERS' FUND     | -673,500           | -873,500          | -867,858.69   | -1,370.02    | .00          | -5,641.31           | 99.4%       |
|                                                  | TOTAL REVENUES                    | -673,500           | -873,500          | -867,858.69   | -1,370.02    | .00          | -5,641.31           |             |
| <b>082 COMMUNITY DEVELOP. BLOCK GRANT</b>        |                                   |                    |                   |               |              |              |                     |             |
| <b>082001 CDBG REVENUES</b>                      |                                   |                    |                   |               |              |              |                     |             |
| 082001                                           | 2387SA HOME ENTIT-CHDO SET-       | -30,171            | -30,171           | -29,550.00    | .00          | .00          | -621.00             | 97.9%       |
| 082001                                           | 2395FR CDBG-ENT.-FULL REHAB       | -145,467           | -145,467          | -106,362.40   | -35,850.00   | .00          | -39,104.60          | 73.1%       |
| 082001                                           | 2395PF CDBG-ENT.-PUBLIC FAC       | -109,175           | -109,175          | -12,700.00    | .00          | .00          | -96,475.00          | 11.6%       |
| 082001                                           | 2399ER CDBG-ENT.-EMER.REHAB       | -150,000           | -150,000          | -10,000.00    | .00          | .00          | -140,000.00         | 6.7%        |
| 082001                                           | 2399FR CDBG-ENT.-FULL REHAB       | -163,500           | -163,500          | -74,784.65    | -330.00      | .00          | -88,715.35          | 45.7%       |
| 082001                                           | 2403AD CDBG-ENT.-ADMINISTRA       | 0                  | 0                 | -46,994.11    | .00          | .00          | 46,994.11           | 100.0%      |
| 082001                                           | 2403PD CDBG-ENT.PROJECT DEL       | 0                  | 0                 | -135,454.77   | .00          | .00          | 135,454.77          | 100.0%      |
| 082001                                           | 2403PF CDBG-ENT.-PUBLIC FAC       | 0                  | 0                 | -32,930.00    | -23,360.00   | .00          | 32,930.00           | 100.0%      |
| 082001                                           | 2404AD HOME ENTIT-ADMINISTR       | 0                  | 0                 | -23,813.31    | .00          | .00          | 23,813.31           | 100.0%      |
| 082001                                           | 2404PD HOME ENTIT-PROJECT D       | 0                  | 0                 | -37,810.43    | .00          | .00          | 37,810.43           | 100.0%      |
| 082001                                           | 340500 CHECKING ACCOUNT INT       | 0                  | 0                 | -649.90       | -91.63       | .00          | 649.90              | 100.0%      |
| 082001                                           | 380001 T/F GENERAL FUND           | -35,795            | -35,795           | -35,795.00    | .00          | .00          | .00                 | 100.0%      |
|                                                  | TOTAL CDBG REVENUES               | -634,108           | -634,108          | -546,844.57   | -59,631.63   | .00          | -87,263.43          | 86.2%       |
|                                                  | TOTAL COMMUNITY DEVELOP. BLOCK GR | -634,108           | -634,108          | -546,844.57   | -59,631.63   | .00          | -87,263.43          | 86.2%       |
|                                                  | TOTAL REVENUES                    | -634,108           | -634,108          | -546,844.57   | -59,631.63   | .00          | -87,263.43          |             |
| <b>086 SPEC SALES TAX-P&amp;R/UNIV IMPROV</b>    |                                   |                    |                   |               |              |              |                     |             |
| <b>086001 SPEC SALES TAX P&amp;R/UNIV IMPROV</b> |                                   |                    |                   |               |              |              |                     |             |
| 086001                                           | 260500 SALES TAX-MOTEL            | -354,000           | -354,000          | -357,373.19   | -42,016.87   | .00          | 3,373.19            | 101.0%      |
| 086001                                           | 260700 SALES TAX-FOOD & BEV       | -2,639,000         | -2,639,000        | -2,178,353.66 | -261,509.92  | .00          | -460,646.34         | 82.5%       |
| 086001                                           | 340500 CHECKING ACCOUNT INT       | 0                  | 0                 | -118.23       | -17.52       | .00          | 118.23              | 100.0%      |
| 086001                                           | 341000 MISCELLANEOUS RENTS        | 0                  | 0                 | -2,150.00     | .00          | .00          | 2,150.00            | 100.0%      |
|                                                  | TOTAL SPEC SALES TAX P&R/UNIV IMP | -2,993,000         | -2,993,000        | -2,537,995.08 | -303,544.31  | .00          | -455,004.92         | 84.8%       |
|                                                  | TOTAL SPEC SALES TAX-P&R/UNIV IMP | -2,993,000         | -2,993,000        | -2,537,995.08 | -303,544.31  | .00          | -455,004.92         | 84.8%       |
|                                                  | TOTAL REVENUES                    | -2,993,000         | -2,993,000        | -2,537,995.08 | -303,544.31  | .00          | -455,004.92         |             |
| <b>087 INDUSTRIAL PARK DEVELOPMENT</b>           |                                   |                    |                   |               |              |              |                     |             |

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| 087                                          | INDUSTRIAL PARK DEVELOPMENT       | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|----------------------------------------------|-----------------------------------|--------------------|-------------------|--------------|--------------|--------------|---------------------|-------------|
| <b>087001 INDUSTRIAL PK REVENUES</b>         |                                   |                    |                   |              |              |              |                     |             |
| 087001 340500                                | CHECKING ACCOUNT INT              | 0                  | 0                 | -777.55      | -74.70       | .00          | 777.55              | 100.0%      |
| 087001 345500                                | CONTRIBUTIONS-FORRES              | 0                  | 0                 | -180,000.00  | .00          | .00          | 180,000.00          | 100.0%      |
| 087001 345600                                | CONTRIBUTIONS-CITY                | 0                  | 0                 | -176,250.00  | -58,750.00   | .00          | 176,250.00          | 100.0%      |
|                                              | TOTAL INDUSTRIAL PK REVENUES      | 0                  | 0                 | -357,027.55  | -58,824.70   | .00          | 357,027.55          | 100.0%      |
|                                              | TOTAL INDUSTRIAL PARK DEVELOPMENT | 0                  | 0                 | -357,027.55  | -58,824.70   | .00          | 357,027.55          | 100.0%      |
|                                              | TOTAL REVENUES                    | 0                  | 0                 | -357,027.55  | -58,824.70   | .00          | 357,027.55          |             |
| <b>088 PUBLIC SAFETY/REC CONSTRUCTION</b>    |                                   |                    |                   |              |              |              |                     |             |
| <b>088001 PUBLIC SAFETY/REC CONSTRUCTION</b> |                                   |                    |                   |              |              |              |                     |             |
| 088001 340500                                | CHECKING ACCOUNT INT              | 0                  | 0                 | -49,271.62   | -4,616.92    | .00          | 49,271.62           | 100.0%      |
| 088001 3405TB                                | SAVINGS ACCOUNT/MMA               | 0                  | 0                 | -10.02       | .00          | .00          | 10.02               | 100.0%      |
| 088001 340700                                | OTHER INTEREST                    | 0                  | 0                 | -10.47       | .00          | .00          | 10.47               | 100.0%      |
|                                              | TOTAL PUBLIC SAFETY/REC CONSTRUCT | 0                  | 0                 | -49,292.11   | -4,616.92    | .00          | 49,292.11           | 100.0%      |
|                                              | TOTAL PUBLIC SAFETY/REC CONSTRUCT | 0                  | 0                 | -49,292.11   | -4,616.92    | .00          | 49,292.11           | 100.0%      |
|                                              | TOTAL REVENUES                    | 0                  | 0                 | -49,292.11   | -4,616.92    | .00          | 49,292.11           |             |
| <b>091 TIF CONSTRUCTION</b>                  |                                   |                    |                   |              |              |              |                     |             |
| <b>091001 TIF CONST-REVENUES</b>             |                                   |                    |                   |              |              |              |                     |             |
| 091001 340500                                | CHECKING ACCOUNT INT              | 0                  | 0                 | -1.60        | -.18         | .00          | 1.60                | 100.0%      |
|                                              | TOTAL TIF CONST-REVENUES          | 0                  | 0                 | -1.60        | -.18         | .00          | 1.60                | 100.0%      |
|                                              | TOTAL TIF CONSTRUCTION            | 0                  | 0                 | -1.60        | -.18         | .00          | 1.60                | 100.0%      |
|                                              | TOTAL REVENUES                    | 0                  | 0                 | -1.60        | -.18         | .00          | 1.60                |             |
| <b>093 2016 W&amp;S SYSTEM PROJECT</b>       |                                   |                    |                   |              |              |              |                     |             |
| <b>093001 2016 W&amp;S SYSTEM - REV</b>      |                                   |                    |                   |              |              |              |                     |             |

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| 093                                          | 2016 W&S SYSTEM PROJECT           | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED  | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|----------------------------------------------|-----------------------------------|--------------------|-------------------|---------------|--------------|--------------|---------------------|-------------|
| 093001 340500                                | CHECKING ACCOUNT INT              | 0                  | 0                 | -111.70       | .00          | .00          | 111.70              | 100.0%      |
|                                              | TOTAL 2016 W&S SYSTEM - REV       | 0                  | 0                 | -111.70       | .00          | .00          | 111.70              | 100.0%      |
|                                              | TOTAL 2016 W&S SYSTEM PROJECT     | 0                  | 0                 | -111.70       | .00          | .00          | 111.70              | 100.0%      |
|                                              | TOTAL REVENUES                    | 0                  | 0                 | -111.70       | .00          | .00          | 111.70              |             |
| <b>095 2019 FIRE STATION CONSTRUCTION</b>    |                                   |                    |                   |               |              |              |                     |             |
| <b>095001 2019 FIRE STATION CONSTRUCTION</b> |                                   |                    |                   |               |              |              |                     |             |
| 095001 340500                                | CHECKING ACCOUNT INT              | 0                  | 0                 | -2,498.04     | -281.01      | .00          | 2,498.04            | 100.0%      |
|                                              | TOTAL 2019 FIRE STATION CONSTRUCT | 0                  | 0                 | -2,498.04     | -281.01      | .00          | 2,498.04            | 100.0%      |
|                                              | TOTAL 2019 FIRE STATION CONSTRUCT | 0                  | 0                 | -2,498.04     | -281.01      | .00          | 2,498.04            | 100.0%      |
|                                              | TOTAL REVENUES                    | 0                  | 0                 | -2,498.04     | -281.01      | .00          | 2,498.04            |             |
| <b>097 INFRA IMPROVE-INTRNT SALES TAX</b>    |                                   |                    |                   |               |              |              |                     |             |
| <b>097001 INFRA IMPROVE-INTRNT SALES TAX</b> |                                   |                    |                   |               |              |              |                     |             |
| 097001 260800                                | SALES TAX-INTERNET                | -2,500,000         | -2,500,000        | -1,897,125.80 | .00          | .00          | -602,874.20         | 75.9%       |
| 097001 340500                                | CHECKING ACCOUNT INT              | 0                  | 0                 | -468.24       | -66.90       | .00          | 468.24              | 100.0%      |
|                                              | TOTAL INFRA IMPROVE-INTRNT SALES  | -2,500,000         | -2,500,000        | -1,897,594.04 | -66.90       | .00          | -602,405.96         | 75.9%       |
|                                              | TOTAL INFRA IMPROVE-INTRNT SALES  | -2,500,000         | -2,500,000        | -1,897,594.04 | -66.90       | .00          | -602,405.96         | 75.9%       |
|                                              | TOTAL REVENUES                    | -2,500,000         | -2,500,000        | -1,897,594.04 | -66.90       | .00          | -602,405.96         |             |
| <b>098 K.P.ZOO CAPITAL IMPROVEMENT</b>       |                                   |                    |                   |               |              |              |                     |             |
| <b>098001 K.P.ZOO CAPITAL REVENUES</b>       |                                   |                    |                   |               |              |              |                     |             |
| 098001 340500                                | CHECKING ACCOUNT INT              | 0                  | 0                 | -6.99         | -.81         | .00          | 6.99                | 100.0%      |

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| 098                                             | K.P.ZOO CAPITAL IMPROVEMENT        | ORIGINAL<br>APPROP | REVISED<br>BUDGET | YTD EXPENDED  | MTD EXPENDED | ENCUMBRANCES | AVAILABLE<br>BUDGET | PCT<br>USED |
|-------------------------------------------------|------------------------------------|--------------------|-------------------|---------------|--------------|--------------|---------------------|-------------|
|                                                 | TOTAL K.P.ZOO CAPITAL REVENUES     | 0                  | 0                 | -6.99         | -.81         | .00          | 6.99                | 100.0%      |
|                                                 | TOTAL K.P.ZOO CAPITAL IMPROVEMENT  | 0                  | 0                 | -6.99         | -.81         | .00          | 6.99                | 100.0%      |
|                                                 | TOTAL REVENUES                     | 0                  | 0                 | -6.99         | -.81         | .00          | 6.99                |             |
| <b>105 2013 W&amp;S BOND CONSTRUCTION</b>       |                                    |                    |                   |               |              |              |                     |             |
| <b>105001 2013 W&amp;S BOND CONSTR REVENUES</b> |                                    |                    |                   |               |              |              |                     |             |
| 105001 340500                                   | CHECKING ACCOUNT INT               | 0                  | 0                 | -.10          | .00          | .00          | .10                 | 100.0%      |
|                                                 | TOTAL 2013 W&S BOND CONSTR REVENUE | 0                  | 0                 | -.10          | .00          | .00          | .10                 | 100.0%      |
|                                                 | TOTAL 2013 W&S BOND CONSTRUCTION   | 0                  | 0                 | -.10          | .00          | .00          | .10                 | 100.0%      |
|                                                 | TOTAL REVENUES                     | 0                  | 0                 | -.10          | .00          | .00          | .10                 |             |
| <b>107 SPECIAL SALES TAX-T&amp;A</b>            |                                    |                    |                   |               |              |              |                     |             |
| <b>107001 SPEC.SALES TAX REVENUES</b>           |                                    |                    |                   |               |              |              |                     |             |
| 107001 260500                                   | SALES TAX-MOTEL                    | 0                  | 0                 | -753,508.07   | -85,270.65   | .00          | 753,508.07          | 100.0%      |
| 107001 260700                                   | SALES TAX-FOOD & BEV               | 0                  | 0                 | -4,931,244.92 | -588,466.82  | .00          | 4,931,244.92        | 100.0%      |
|                                                 | TOTAL SPEC.SALES TAX REVENUES      | 0                  | 0                 | -5,684,752.99 | -673,737.47  | .00          | 5,684,752.99        | 100.0%      |
|                                                 | TOTAL SPECIAL SALES TAX-T&A        | 0                  | 0                 | -5,684,752.99 | -673,737.47  | .00          | 5,684,752.99        | 100.0%      |
|                                                 | TOTAL REVENUES                     | 0                  | 0                 | -5,684,752.99 | -673,737.47  | .00          | 5,684,752.99        |             |
| <b>109 GROUP INSURANCE TRUST FUND</b>           |                                    |                    |                   |               |              |              |                     |             |
| <b>109001 GROUP INS.TRUST REVENUES</b>          |                                    |                    |                   |               |              |              |                     |             |
| 109001 340500                                   | CHECKING ACCOUNT INT               | 0                  | 0                 | -1,753.08     | -140.39      | .00          | 1,753.08            | 100.0%      |
| 109001 396600                                   | HOSP.INS.-P/R DISTRI               | 0                  | 0                 | -3,293,010.57 | -409,248.00  | .00          | 3,293,010.57        | 100.0%      |

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| 109    | GROUP       | INSURANCE TRUST FUND       | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED    | MTD EXPENDED   | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--------|-------------|----------------------------|-----------------|----------------|-----------------|----------------|--------------|------------------|----------|
| 109001 | 396601      | HOSP.INS.-COBRA            | 0               | 0              | -2,366.27       | .00            | .00          | 2,366.27         | 100.0%   |
| 109001 | 396602      | HOSP.INS.-UH PHARMAC       | 0               | 0              | -77,392.63      | .00            | .00          | 77,392.63        | 100.0%   |
|        | TOTAL       | GROUP INS.TRUST REVENUES   | 0               | 0              | -3,374,522.55   | -409,388.39    | .00          | 3,374,522.55     | 100.0%   |
|        | TOTAL       | GROUP INSURANCE TRUST FUND | 0               | 0              | -3,374,522.55   | -409,388.39    | .00          | 3,374,522.55     | 100.0%   |
|        |             | TOTAL REVENUES             | 0               | 0              | -3,374,522.55   | -409,388.39    | .00          | 3,374,522.55     |          |
|        | GRAND TOTAL |                            | -122,613,344    | -124,063,815   | -177,454,248.60 | -10,211,730.97 | .00          | 53,390,433.60    | 143.0%   |

\*\* END OF REPORT - Generated by LISA HANSON \*\*





# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Cecilia Jones  
**cc:** Kermas Eaton, City Clerk  
**Date:** Tuesday, July 19, 2022  
**Re:** Acknowledge receipt of the Privilege Tax License monthly report for June 2022.  
File Number: 2022-478  
Minute Book #

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## Summary

Acknowledge receipt of the Privilege Tax License monthly report for June 2022.

## Recommendation Statement

Recommend acknowledgement of receipt of the Privilege Tax License monthly report for June 2022.

Please place this on the July 19, 2022 City Council meeting for consideration.

**PRIVILEGE LICENSE MONTHLY REPORT**

06/01/2022 TO 06/30/2022

**New Licenses**

| <b><u>License No.</u></b> | <b><u>Amount</u></b> | <b><u>Penalty</u></b> | <b><u>Owner, Name, &amp; Address of Business</u></b>                                          |
|---------------------------|----------------------|-----------------------|-----------------------------------------------------------------------------------------------|
| LIC-02-22-023785          | \$58.00              |                       | GNC HOLDINGS, LLC<br>1000 TURTLE CREEK DR STE 390<br>HATTIESBURG MS 39402                     |
| LIC-03-22-023865          | \$45.00              |                       | BELTONE HEARING CARE CENTER<br>423 WEATHERSBY RD STE 140<br>HATTIESBURG MS 39401              |
| LIC-03-22-023878          | \$55.00              |                       | REM MISSISSIPPI<br>124 GRAND DR STE 1110<br>HATTIESBURG MS 39401                              |
| LIC-03-22-023960          | \$45.00              |                       | MERCADITO REAL MARKET<br>216 CYPRESS AV<br>HATTIESBURG MS 39401                               |
| LIC-03-22-024007          | \$105.00             |                       | HIKSON LUMBER COMPANY LLC<br>627 HOOD RD<br>HATTIESBURG MS 39401                              |
| LIC-04-22-024183          | \$91.00              |                       | HOSPICE ADVANTAGE<br>6026 HWY 98 STE 30<br>HATTIESBURG MS 39402                               |
| LIC-05-19-015969          | \$85.00              |                       | SPORTS CONTRACTORS UNLIMITED LLC<br>2010 OAK GROVE RD BULDING 4 STE 2<br>HATTIESBURG MS 39402 |
| LIC-05-22-024207          | \$30.00              |                       | NABHOLZ CONSTRUCTION CORPORATION<br>612 GARLAND ST<br>CONWAY AR 72032                         |
| LIC-05-22-024238          | \$45.00              |                       | TIA'S HAIR PARLOR<br>102 N 10TH AV STE 20<br>HATTIESBURG MS 39401                             |
| LIC-05-22-024315          | \$45.00              |                       | HEALING HANDS OF COMFORT, LLC<br>1906 HARDY ST<br>HATTIESBURG MS 39401                        |
| LIC-05-22-024338          | \$55.00              |                       | C 3 VENTURES<br>22 MILLBRANCH RD STE 600<br>HATTIESBURG MS 39402                              |
| LIC-05-22-024339          | \$45.00              |                       | C 3 RENTALS MANAGEMENT<br>22 MILLBRANCH RD STE 600<br>HATTIESBURG MS 39402                    |
| LIC-05-22-024340          | \$45.00              |                       | C 3 RENTALS<br>22 MILLBRANCH RD STE 600<br>HATTIESBURG MS 39402                               |
| LIC-05-22-024347          | \$20.00              |                       | CAREER ASSOCIATE APPRAISERS<br>315 SHORELAND DR<br>FORT MYERS FL 33905                        |
| LIC-05-22-024355          | \$50.00              |                       | LOUIS LUXURY BRANDS<br>325 T SMITH RD<br>HATTIESBURG MS 39401                                 |
| LIC-05-22-024357          | \$45.00              |                       | LIKE A LOTUS HAIR REHAB, LLC<br>132 PAUDING RD<br>LEAKEVILLE MS 39451                         |

|                  |         |                                                                                           |
|------------------|---------|-------------------------------------------------------------------------------------------|
| LIC-05-22-024358 | \$55.00 | SHADE LANDSCAPE COMPANY<br>P O BOX 17048<br>HATTIESBURG MS 39404                          |
| LIC-06-22-024462 | \$20.00 | ALISA'S SEWING DESIGNS & MORE<br>P.O. BOX 2141<br>HATTIESBURG MS 39401                    |
| LIC-06-22-024471 | \$55.00 | THRIVE COUNSELING, LLC<br>423 WEATHERSBY RD STE 150<br>HATTIESBURG MS 39402               |
| LIC-06-22-024474 | \$45.00 | ACCEPTED THERAPY SERVICES<br>7833 OAKMONT BLVD STE 110<br>FORT WORTH TX 76132             |
| LIC-06-22-024475 |         | RED ROOF LIQUOR<br>300 6TH AV<br>HATTIESBURG MS 39401                                     |
| LIC-06-22-024519 | \$10.00 | ecoATM, LLC<br>2099 (INSIDE DOLLAR GENERAL 10411) LINCOLN RD<br>HATTIESBURG MS 39402      |
| LIC-06-22-024520 | \$10.00 | ecoATM, LLC<br>5021 OLD HWY 42 ( INSIDE DOLLAR GENERAL<br>101717)<br>HATTIESBURG MS 39402 |
| LIC-06-22-024528 | \$55.00 | IHOP<br>2904 HARDY ST<br>HATTIESBURG MS 39401                                             |
| LIC-06-22-024538 | \$20.00 | EXCEL CONCIERGE NURSEING, LLC<br>76 FORREST HILL DR<br>HATTIESBURG MS 39402               |
| LIC-08-20-019411 | \$45.00 | O'FALLONS ENDEAVOR<br>5267 OLD HWY 11 C<br>HATTIESBURG MS 39402                           |
| LIC-12-21-023461 | \$45.00 | ANCHORED HOPE CLINIC<br>423 WEATHERSBY RD STE # 180<br>HATTIESBURG MS 39402               |

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27 \$1,224.00

**Renewed Licenses**

| <b><u>License No.</u></b> | <b><u>Amount</u></b> | <b><u>Penalty</u></b> | <b><u>Owner, Name, &amp; Address of Business</u></b>                                   |
|---------------------------|----------------------|-----------------------|----------------------------------------------------------------------------------------|
| LIC-05-22-024334          | \$150.00             |                       | SADDLE CREEK CORPORATION<br>185 J M TATUM INDUSTRIAL DRIVE # 3<br>HATTIESBURG MS 39401 |
| LIC-06-22-024401          | \$30.00              |                       | MALONE SPECIALTY CONTRACTORS, LLC<br>P.O. BOX 17563<br>HATTIESBURG MS 39404            |
| LIC-06-22-024402          | \$30.00              |                       | HOLLIDAY CONSTRUCTION LLC<br>534 HWY 26 E<br>POPLARVILLE MS 39470                      |
| LIC-06-22-024403          | \$30.00              |                       | EMERGENCY VETS<br>107 FAIRFIELD DR STE 60<br>HATTIESBURG MS 39402                      |
| LIC-06-22-024404          | \$20.00              |                       | WEIGHT WATCHERS<br>3702 HARDY STREET 5<br>HATTIESBURG MS 39401                         |
| LIC-06-22-024405          | \$93.00              |                       | STRIBLING EQUIPMENT, LLC<br>300 SULLIVAN-KILRAIN ROAD<br>HATTIESBURG MS 39401-         |

|                  |          |        |                                                                                                    |
|------------------|----------|--------|----------------------------------------------------------------------------------------------------|
| LIC-06-22-024406 | \$200.00 |        | EMPIRE TRUCK SALES, LLC<br>P.O. BOX 54325<br>JACKSON MS 39288-4325                                 |
| LIC-06-22-024407 | \$20.00  |        | LOANMAX<br>3440 PRESTON RIDGE ROAD STE 500<br>ALPHARETTA GA 30005-                                 |
| LIC-06-22-024408 | \$20.00  |        | RICHARD A. RAINEY PROFESSIONAL LAND<br>SURVEYER LLC<br>2009 HARDY ST STE C<br>HATTIESBURG MS 39401 |
| LIC-06-22-024409 | \$20.00  |        | TRAVIS & TRAVIS ATTORNEYS<br>614 MAIN STREET<br>HATTIESBURG MS                                     |
| LIC-06-22-024410 | \$20.00  |        | PEANUT'S MOVING SERVICES<br>152 LONGWOOD PLACE DR<br>HATTIESBURG MS 39402                          |
| LIC-06-22-024411 | \$20.00  |        | S ROBERT HAMMOND JR., PLLC<br>PO BOX 471<br>HATTIESBURG MS 39403-0417                              |
| LIC-06-22-024412 | \$20.00  |        | AGAPE SECURITY CONSULTANTS<br>734 BERKSHIRE DRIVE<br>HATTIESBURG MS 39402                          |
| LIC-06-22-024413 | \$30.00  |        | LONDON & STETELMAN, INC<br>3906 HARDY STREET<br>HATTIESBURG MS 394021327                           |
| LIC-06-22-024414 | \$30.00  |        | AUNTIE ANNE'S PRETZELS<br>1000 TURTLE CREEK DR UNIT K-4<br>HATTIESBURG MS                          |
| LIC-06-22-024415 | \$20.00  |        | COYOTE POINTE MEAT COMPANY<br>6565 HWY 98 W STE 100<br>HATTIESBURG MS 39402                        |
| LIC-06-22-024416 | \$20.00  |        | UNICORN MINISTRY LLC<br>2910 MAGNOLIA PL<br>HATTIESBURG MS 39402                                   |
| LIC-06-22-024417 | \$20.00  |        | AMERICAN CASH ADVANCE<br>P.O. BOX 1417<br>CUT OFF LA 703450000                                     |
| LIC-06-22-024418 | \$54.00  |        | KEITHCO PETROLEUM, INC.<br>7048 HIGHWAY 49<br>HATTIESBURG MS 394020000                             |
| LIC-06-22-024419 | \$150.00 |        | GENERAL DYNAMICS INFORMATION TECHNOLOGY,<br>INC.<br>5912 HWY 49<br>HATTIESBURG MS 39401            |
| LIC-06-22-024420 | \$20.00  |        | SOUTHERN SMILES, PLLC<br>114 N 40TH AVENUE G<br>HATTIESBURG MS 39402                               |
| LIC-06-22-024421 | \$20.00  |        | HOOK'S CATERING<br>822 GRACE AV<br>HATTIESBURG MS                                                  |
| LIC-06-22-024422 | \$20.00  |        | BILLY GRIFFITH CONSTRUCTION<br>6533 OLD HIGHWAY 42<br>HATTIESBURG MS 39401                         |
| LIC-06-22-024423 | \$20.00  | \$2.20 | RAM COMPUTER SERVICES, INC<br>5910 HWY 49 STE 40<br>HATTIESBURG MS 39401                           |
| LIC-06-22-024424 | \$20.00  |        | LULU SWEET'S & MORE<br>5576 HWY 42<br>HATTIESBURG MS 39401                                         |

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|------------------|----------|--------|--------------------------------------------------------------------------------------------------------|
| LIC-06-22-024425 | \$20.00  |        | LULU SWEETS & MORE ICE CREAM TRUCK<br>600 WILLIAMS ST<br>HATTIESBURG MS 39401                          |
| LIC-06-22-024426 | \$20.00  | \$2.60 | AFTER SCHOOL ACADEMICS & ARTS PROGRAM<br>106 N 38TH AVENUE<br>HATTIESBURG MS 39401-                    |
| LIC-06-22-024427 | \$50.00  |        | E & B DISCOUNT GROCERY<br>5395 HIGHWAY 42<br>HATTIESBURG MS 394010000                                  |
| LIC-06-22-024428 | \$20.00  |        | TRUCKS PLUS AUTO ACCESSORIES<br>1102 W PINE STREET<br>HATTIESBURG MS 39401-                            |
| LIC-06-22-024429 | \$30.00  |        | GREER DENTAL CLINIC<br>6046 HIGHWAY 49<br>HATTIESBURG MS 39401                                         |
| LIC-06-22-024430 | \$20.00  |        | TURNER BROS. TAXIDERMRY<br>315 E PINE STREET<br>HATTIESBURG MS 394010000                               |
| LIC-06-22-024431 | \$300.00 |        | MICHAELS #9816<br>251 LITTLE FALLS DR<br>WILMINGTON DE 19808                                           |
| LIC-06-22-024432 | \$20.00  | \$2.20 | MAGNOLIA PERSONAL HOMECARE SERVICES<br>6086 HWY 98 W STE 3<br>HATTIESBURG MS 39402                     |
| LIC-06-22-024433 | \$150.00 |        | SOUTHERN DEVELOPMENT RESOURCES, LLC<br>3688 VETERAN MEMORIAL BOULEVARD 200<br>HATTIESBURG MS 394010000 |
| LIC-06-22-024436 | \$20.00  |        | WAYSIDE ACTIVITY CENTER<br>818 EDWARDS ST<br>HATTIESBURG MS 39401                                      |
| LIC-06-22-024437 | \$20.00  | \$2.40 | BAYLIS HEATING & AIR<br>PO BOX 551<br>PETAL MS 39465-                                                  |
| LIC-06-22-024441 | \$20.00  |        | MISSING PAGES CONNECTING LINKS<br>PO BOX 749<br>HATTIESBURG MS 39403                                   |
| LIC-06-22-024442 | \$20.00  |        | KILLINGSWORTH BARBER SHOP<br>817 COUNTRY CLUB RD<br>HATTIESBURG MS 39401                               |
| LIC-06-22-024443 | \$80.00  |        | MAR JAC POULTRY MS, LLC<br>PO BOX 991<br>HATTIESBURG MS 394010000                                      |
| LIC-06-22-024444 | \$20.00  | \$2.20 | HOLLOWAY SALES<br>1406 GRAVEL STREET<br>HATTIESBURG MS 39401-                                          |
| LIC-06-22-024445 | \$560.00 |        | OFFICE DEPOT, INC. #324<br>P.O. BOX 5029<br>BOCA RATON FL 334310829                                    |
| LIC-06-22-024446 | \$20.00  |        | BUCKNER PROSTHETICS AND ORTHOTICS LABS<br>20 PARKWAY BLVD<br>HATTIESBURG MS 39401                      |
| LIC-06-22-024447 | \$45.00  |        | RAIN FOREST CAR WASH<br>5026 HARDY ST<br>HATTIESBURG MS 39402                                          |
| LIC-06-22-024448 | \$20.00  |        | SOUTH LANE<br>24 CROSS CREEK PKWY STE 140<br>HATTIESBURG MS 39402                                      |



|                  |          |        |                                                                                       |
|------------------|----------|--------|---------------------------------------------------------------------------------------|
| LIC-06-22-024449 | \$20.00  |        | FIG BOUTIQUE<br>6565 HWY 98 W<br>HATTIESBURG MS 39402                                 |
| LIC-06-22-024450 | \$20.00  |        | MAGEE'S SNACK SHACK<br>1911 EDWARDS ST<br>HATTIESBURG MS 39401                        |
| LIC-06-22-024451 | \$20.00  |        | DIXON FAMILY DENTISTRY<br>26 PARKWAY BOULEVARD<br>HATTIESBURG MS 39401                |
| LIC-06-22-024452 | \$20.00  |        | BATTERY WORLD LLC<br>6424 HWY 98<br>HATTIESBURG MS 39402                              |
| LIC-06-22-024453 | \$20.00  |        | CROWN WIRELESS CORP.<br>6152 HWY 98<br>HATTIESBURG MS 39402                           |
| LIC-06-22-024454 | \$20.00  |        | TREES AND TRIMS<br>412 FREDRICK ST<br>HATTIESBURG MS 39401                            |
| LIC-06-22-024456 | \$20.00  | \$2.60 | TAMMY'S HOUSE OF BEAUTY<br>515 KATIE AV<br>HATTIESBURG MS                             |
| LIC-06-22-024457 | \$20.00  | \$2.60 | TAMMY'S HOUSE OF BEAUTY PHASE II<br>600 KATIE AV<br>HATTIESBURG MS                    |
| LIC-06-22-024458 | \$20.00  |        | PATTON ELECTRICAL<br>402 LEGG DR<br>GULFPORT MS 39403                                 |
| LIC-06-22-024460 | \$60.00  |        | SOUTHERN PRE-ENGINEERED BUILDERS<br>40 DEEP SOUTH LANE<br>HATTIESBURG MS 39475        |
| LIC-06-22-024463 | \$75.00  | \$9.75 | KRYSTAL RESTAURANTS LLC - HTB001<br>6635 HIGHWAY 49 PARKWAY N<br>HATTIESBURG MS 39401 |
| LIC-06-22-024464 | \$30.00  |        | IN TOWN SUITES-HATTIESBURG<br>980 HAMMOND DR NE STE 500<br>ATLANTA GA 30328           |
| LIC-06-22-024465 | \$0.00   | \$0.00 | TK QUICK STOP<br>5517 HWY 42 BYPASS<br>HATTIESBURG MS 39401                           |
| LIC-06-22-024466 | \$15.00  | \$7.50 | TK QUICK STOP<br>5517 HWY 42<br>HATTIESBURG MS 39401                                  |
| LIC-06-22-024467 | \$20.00  | \$3.80 | TK QUICK STOP<br>5517 HWY 42 BYPASS<br>HATTIESBURG MS 39401                           |
| LIC-06-22-024468 | \$20.00  | \$2.20 | JM TIRE SHOP<br>1100 E HARDY ST<br>HATTIESBURG MS 39401                               |
| LIC-06-22-024470 | \$80.00  |        | ZEON CHEMICALS LP<br>1301 W 7TH STREET<br>HATTIESBURG MS 394010000                    |
| LIC-06-22-024472 | \$108.00 |        | PEPSI COLA OF HATTIESBURG<br>PO BOX 3186<br>RIDGELAND MS 39158-0000                   |
| LIC-06-22-024473 | \$260.00 |        | PEPSI COLA OF HATTIESBURG<br>PO BOX 3186<br>RIDGELAND MS 39158-0000                   |

|                  |          |        |                                                                                               |
|------------------|----------|--------|-----------------------------------------------------------------------------------------------|
| LIC-06-22-024477 | \$40.00  |        | SPENCER GIFTS, LLC<br>6826 BLACK HORSE PIKE<br>EGG HARBOR TOWNSHIP NJ 082344197               |
| LIC-06-22-024478 | \$20.00  |        | THE LEAF CIGAR COMPANY<br>28 MARKET COURT STE 150<br>HATTIESBURG MS 39402-                    |
| LIC-06-22-024479 | \$54.00  |        | SOUTHERN BONE & JOINT SPECIALISTS<br>3688 VETERAN MEMORIAL DR STE 200<br>HATTIESBURG MS 39401 |
| LIC-06-22-024482 | \$30.00  |        | SALON 38<br>6555 HWY 98 WEST STE A<br>HATTIESBURG MS 39402                                    |
| LIC-06-22-024483 | \$20.00  |        | NELCO COMMERCIALMAINTENANCE INC<br>2611 (INSIDE OF TEXACO) W 7TH ST<br>HATTIESBURG MS 39401   |
| LIC-06-22-024489 | \$440.00 |        | CROW-BURLINGAME COMPANY # 230<br>1901 E ROOSEVELT RD<br>LITTLE ROCK AR 72206                  |
| LIC-06-22-024490 | \$20.00  |        | SUNGLASS HUT #4753<br>PO BOX 8509<br>MASON OH 450400000                                       |
| LIC-06-22-024492 | \$30.00  |        | FREEDOM HOMES #614<br>PO BOX 4098 ATTN: RETAIL LICENSING<br>MARYVILLE TN 37802                |
| LIC-06-22-024493 | \$20.00  |        | FIVETWENTYFIVE<br>525 MAIN ST STE A<br>HATTIESBURG MS 39401                                   |
| LIC-06-22-024494 | \$20.00  |        | NUTRITIONAL HEALTH INC.<br>3317 HARDY STREET STE 60<br>HATTIESBURG MS 39401-                  |
| LIC-06-22-024495 | \$20.00  |        | LINCOLN RD SNOWBALLS @ 28TH AV<br>2804 LINCOLN RD<br>HATTIESBURG MS 39401                     |
| LIC-06-22-024496 | \$20.00  |        | PLAN HOUSE PRINTING & GRAPHICS LLP<br>1 CHURCHHILL STREET<br>HATTIESBURG MS 39401             |
| LIC-06-22-024497 | \$250.00 |        | BARTON'S HOME OUTLET<br>5131 HWY 42<br>HATTIESBURG MS 39401                                   |
| LIC-06-22-024500 | \$30.00  |        | ENGINEERED COOLING SERVICES, INC<br>2801 N DAVIS HWY<br>PENSACOLA FL 32503                    |
| LIC-06-22-024501 | \$93.00  |        | AIRGAS USA, LLC<br>5051 HWY 42<br>HATTIESBURG MS 39401                                        |
| LIC-06-22-024503 | \$20.00  |        | CLAIRE'S #6015<br>6072 HWY 98<br>HATTIESBURG MS 39402                                         |
| LIC-06-22-024504 | \$30.00  |        | WATER PRO, INC.<br>P.O. BOX 1021<br>HATTIESBURG MS 394011021                                  |
| LIC-06-22-024507 | \$20.00  |        | LOCAL STYLE<br>2103 HARDY ST<br>HATTIESBURG MS 39401                                          |
| LIC-06-22-024508 | \$20.00  | \$2.20 | PINEBELT ELECTRICAL HEAT & AIR<br>605 NORTH STREET<br>HATTIESBURG MS 394010000                |

|                  |            |        |                                                                                      |
|------------------|------------|--------|--------------------------------------------------------------------------------------|
| LIC-06-22-024509 | \$20.00    | \$2.20 | PINEBELT ELECTRICAL HEAT & AIR<br>605 NORTH STREET<br>HATTIESBURG MS 394010000       |
| LIC-06-22-024511 | \$20.00    |        | J & J CONSTRUCTION OF MS LLC<br>15 OLD AIRPORT RD LOT 501<br>HATTIESBURG MS 39401    |
| LIC-06-22-024512 | \$20.00    |        | PERSONAL DIMENSIONS<br>103 NORTH HATTIESBURG AV<br>HATTIESBURG MS 39401              |
| LIC-06-22-024513 | \$30.00    |        | PERSONAL DIMENSIONS<br>635 DOUGLAS ST<br>HATTIESBURG MS 39401-                       |
| LIC-06-22-024514 | \$20.00    |        | STRICK'S MARKET<br>3802 W 4TH STREET<br>HATTIESBURG MS 39401-                        |
| LIC-06-22-024515 | \$20.00    |        | THE HILLMAN GROUP, INC.<br>4760 S WALNUT ST STE -105<br>BOULDER CO 803012561         |
| LIC-06-22-024516 | \$20.00    |        | THE HILLMAN GROUP, INC<br>6072 HWY 98<br>HATTIESBURG MS 39401-                       |
| LIC-06-22-024517 | \$30.00    |        | MAXWELL PLUMBING<br>1510 TRUELIGHT ROAD<br>CHUNKY MS 39323-                          |
| LIC-06-22-024521 | \$20.00    |        | DELK COLLECTIBLE & VINTAGE<br>1000 BOUIE ST<br>HATTIESBURG MS 39401                  |
| LIC-06-22-024522 | \$30.00    |        | GROVE TRANSIT<br>1213 E HARDY ST<br>HATTIESBURG MS 39401                             |
| LIC-06-22-024523 | \$250.00   |        | ROBINSON ELECTRIC SUPPLY CO, INC.<br>1920 WESTRIDGE DR<br>IRVING TX 750382901        |
| LIC-06-22-024524 | \$10.00    |        | ROBINSON ELECTRIC SUPPLY CO, INC.<br>1215 W PINE STREET<br>HATTIESBURG MS 39401-0000 |
| LIC-06-22-024525 | \$30.00    |        | HATTIESBURG ENDODONTICS<br>704 S 28TH AVENUE STE 10<br>HATTIESBURG MS 39402          |
| LIC-06-22-024526 | \$63.00    |        | NOVATECH, INC.<br>7251 APPLING FARMS PKWY<br>MEMPHIS TN 38133                        |
| LIC-06-22-024532 | \$20.00    | \$3.40 | OUTBACK 98 WEST CC, LLC<br>112 SHEFFIELD LOOP<br>HATTIESBURG MS 39402                |
| LIC-06-22-024536 | \$20.00    |        | A & B CARWASH LLC<br>P.O. BOX 429<br>PURVIS MS 39475                                 |
| LIC-06-22-024537 | \$150.00   |        | 28TH PLACE - HATTIESBURG CLINIC<br>421 S 28TH AVENUE<br>HATTIESBURG MS 39401         |
| LIC-06-22-024539 | \$69.00    |        | SIGNATURE OFFSET, LLC<br>2610 LAKEVIEW RD<br>HATTIESBURG MS 39401                    |
| LIC-06-22-024541 | \$1,840.00 |        | BELK #670<br>2801 W TYVOLA ROAD<br>CHARLOTTE NC 282174500                            |

|                  |          |        |                                                                                            |
|------------------|----------|--------|--------------------------------------------------------------------------------------------|
| LIC-06-22-024543 | \$30.00  |        | CHAIN ELECTRIC COMPANY<br>1308 W PINE STREET<br>HATTIESBURG MS 39402                       |
| LIC-06-22-024544 | \$20.00  |        | ANNIE L. AMOS<br>1331 N MAIN STREET<br>HATTIESBURG MS 39401-                               |
| LIC-06-22-024545 | \$63.00  |        | DAVID'S BRIDAL # 270<br>24 CROSS CREEK PKWY STE 10<br>HATTIESBURG MS 39402                 |
| LIC-06-22-024546 | \$20.00  |        | DAVIS VETERINARY HOSPITAL<br>215 THORNHILL DRIVE<br>HATTIESBURG MS 39401                   |
| LIC-06-22-024547 | \$39.00  |        | C B C RECOVERY, INC<br>PO BOX 1529<br>HATTIEBURG MS 394031526                              |
| LIC-06-22-024548 | \$20.00  |        | TOP BEAUTY<br>6098 HWY 98 STE 20<br>HATTIESBURG MS 39402                                   |
| LIC-06-22-024549 | \$20.00  |        | ELITE SCREEN PRINTING<br>107 N 40TH AV<br>HATTIESBURG MS 39404                             |
| LIC-06-22-024550 | \$51.00  |        | SPOT TRACKER LLC<br>6555 HWY 98 W STE 26<br>HATTIESBURG MS 39402                           |
| LIC-06-22-024551 | \$40.00  |        | LESLIES POOL SUPPLIES #919<br>24 CROSS CREEK PARKWAY 88<br>HATTIESBURG MS 39402-           |
| LIC-06-22-024552 | \$20.00  |        | THE INK COMPANY<br>2704 HARDY ST<br>HATTIESBURG MS 39401                                   |
| LIC-06-22-024553 | \$50.00  | \$7.00 | FURNITURE DIRECT<br>909 HARDY ST<br>HATTIESBURG 39401                                      |
| LIC-06-22-024555 | \$20.00  |        | WATSON, PERCY W . ATTORNEY<br>930 N MAIN STREET<br>HATTIESBURG MS 39401                    |
| LIC-06-22-024557 | \$20.00  |        | CHAPMAN MOBILE DETAILING & PRESSURE<br>WASHING<br>2821 HILLSIDE DR<br>HATTIESBURG MS 39401 |
| LIC-06-22-024558 | \$30.00  |        | COURT PROGRAMS, INC.<br>706 A BROADWAY DRIVE<br>HATTIESBURG MS 39401                       |
| LIC-06-22-024559 | \$30.00  |        | CONTINENTAL RAILS, INC<br>PO BOX 15776<br>HATTIESBURG MS 39404                             |
| LIC-06-22-024560 | \$50.00  |        | THE SHERWIN-WILLIAMS CO.#7037<br>368 HEGWOOD ROAD<br>HATTIESBURG MS 39402                  |
| LIC-06-22-024561 | \$250.00 |        | SHERWIN-WILLIAMS COMPANY # 7394<br>PO BOX 6027<br>CLEVELAND OH 441011027                   |
| LIC-06-22-024562 | \$20.00  | \$2.60 | ELYSIAN<br>203 S 40TH AV STE C<br>HATTIESBURG MS 39402                                     |
| LIC-06-22-024563 | \$30.00  |        | GRAYCO SYSTEMS AND CONSULTING, INC .<br>201 CAMPBELL LOOP<br>HATTIESBURG MS 39404          |

|                  |         |        |                                                                                              |
|------------------|---------|--------|----------------------------------------------------------------------------------------------|
| LIC-06-22-024564 | \$20.00 |        | WICKER COTTAGE INN<br>104 N 32ND AV<br>HATTIESBURG MS 39401                                  |
| LIC-06-22-024565 | \$20.00 |        | COHEN, EDWARD<br>12056 MOBILE AVENUE<br>GULFPORT MS 395030000                                |
| LIC-06-22-024566 | \$20.00 |        | H & W PRODUCTION & ENTERPRISE'S INC<br>5721 HIGHWAY 49<br>HATTIESBURG MS 39401-0000          |
| LIC-06-22-024567 | \$25.00 |        | JOHN WHITE LTD<br>215 S 40TH AVENUE<br>HATTIESBURG MS 39402-                                 |
| LIC-06-22-024569 | \$75.00 | \$8.25 | FIVE BELOW INC<br>6143 HWY 98 STE 60<br>HATTIESBURG MS 39402                                 |
| LIC-06-22-024570 | \$20.00 |        | MS DORTHY'S BEAUTY SALON<br>6226 HIGHWAY 49 S<br>HATTIESBURG MS 394010000                    |
| LIC-06-22-024571 | \$39.00 |        | WENDY'S OLD FASHIONED HAMBURGERS#126<br>1 DR. ML KING JR. AV STE 130<br>MEMPHIS TN 381030000 |
| LIC-06-22-024572 | \$30.00 |        | WENDY'S #237<br>6 LAKE FORGETFUL<br>HATTIESBURG MS 39402-                                    |
| LIC-06-22-024573 | \$30.00 |        | WENDY'S #113<br>1 DR. ML KING JR. AV STE 130<br>MEMPHIS TN 381030000                         |
| LIC-06-22-024574 | \$20.00 |        | PATCO ELECTRICAL CONTRACTORS, INC<br>PO BOX 958<br>NORTHPORT AL 354768046                    |
| LIC-06-22-024576 | \$20.00 |        | C & J SHAVED ICE<br>114 SCOوبا STREET<br>HATTIESBURG MS 39401-                               |
| LIC-06-22-024577 | \$20.00 |        | BURGER KING #4673<br>6517 HIGHWAY 49<br>HATTIESBURG MS 39401                                 |
| LIC-06-22-024578 | \$20.00 |        | TOUCHSTONE DENTISTRY<br>802 S 28TH AVENUE<br>HATTIESBURG MS 39402-                           |
| LIC-06-22-024579 | \$20.00 |        | PHILLIPS CAR CARE CENTER<br>80 RAWLS SPRINGS ROAD<br>HATTIESBURG MS 39402-                   |
| LIC-06-22-024580 | \$20.00 |        | AUTO LOCATORS & SALES INC<br>6384 HWY 98<br>HATTIESBURG MS 39402-                            |
| LIC-06-22-024581 | \$20.00 |        | FAMILY HEARING SERVICES, LLC<br>6380 HWY 98 STE 1<br>HATTIESBURG MS 39402                    |
| LIC-06-22-024582 | \$20.00 |        | RICHTON TIE AND TIMBER, LLC<br>PO BOX 606<br>PETAL MS 39465-                                 |
| LIC-06-22-024587 | \$20.00 |        | COUPLES<br>5891 HWY 49 S STE 60-153<br>HATTIESBURG MS 39402                                  |

138

\$8,561.00

\$65.70



**Total Collection for June**

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|                         |                   |
|-------------------------|-------------------|
| <b>New Licenses</b>     | <b>\$1,224.00</b> |
| <b>Renewed Licenses</b> | <b>\$8,561.00</b> |
| <b>Penalties</b>        | <b>\$65.70</b>    |
| <b>Grand Total</b>      | <b>\$9,850.70</b> |



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Lamar Rutland  
**cc:**  
**Date:** Tuesday, July 19, 2022  
**Re:** Acknowledge public comment period and public meeting for Lincoln Road Drainage Study and authorize publication of public notice of the same.  
File Number: 2022-484  
Minute Book #

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## Summary

Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) for the Lincoln Road Drainage Study.

Public comment period will begin July 21, 2022 and will end August 04, 2022.

Public Meeting will be held Wednesday, August 3, 2022 at 6pm in the Train Depot Community Room.

Publication Date: Thursday, July 21, 2022 and Thursday, July 28, 2022

## Recommendation Statement

I recommend approval of this item.

Please place this on the July 19, 2022 City Council meeting for consideration.

NOTICE  
PUBLIC COMMENT PERIOD AND PUBLIC MEETING  
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization  
LINCOLN ROAD DRAINAGE STUDY

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) will hold a 15-day public comment period beginning **Thursday, July 21, 2022** for the public to review and provide comments regarding the Lincoln Road Drainage Study. The HPFL-MPO will hold a public meeting **Wednesday, August 3rd, 2022** at 6pm at the Train Depot Community Room. This process is being conducted in accordance with State and Federal guidelines and the HPFL-MPO Public Participation Plan procedures.

The public comment period will be from **July 21, 2022 to August 04, 2022**.

The Lincoln Road Drainage Study will be available for review at [www.hattiesburgms.com/mpo](http://www.hattiesburgms.com/mpo). A hard copy of the documents can be requested by contacting the MPO office at 601.545.6259. The official review and comment period will be held from **July 21, 2022 to August 04, 2022**.

Written comments regarding the Lincoln Road Drainage Study should be emailed to [mpo@hattiesburgms.com](mailto:mpo@hattiesburgms.com) or mailed to:

MPO Division Manager  
P.O. Box 1898  
Hattiesburg, MS 39403

Anyone who may require auxiliary aids or special accommodations to participate in this comment period should advise the HPFL-MPO by calling 601.545.6259 or emailing [mpo@hattiesburgms.com](mailto:mpo@hattiesburgms.com) for assistance.

PUBLISH two (2) times in the Legal Section of *Hub City SPOKES* on July 21, 2022 and July 28, 2022.



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Jennifer Shows, Grants Coordinator  
**cc:** Kermas Eaton, City Clerk  
**Date:** Tuesday, July 19, 2022  
**Re:** Acknowledge draft 2022 Annual Action Plan  
File Number: 2022-481  
Minute Book #

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## Summary

Acknowledge draft 2022 Annual Action Plan

## Recommendation Statement

I recommend approval of this item

Please place this on the July 19, 2022 City Council meeting for consideration.

# **DRAFT**

## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

The City of Hattiesburg (COH) 2022 Annual Action Plan is the final Action Plan of the City's 2018-2022 Consolidated Plan. The 2022 Action Plan will continue to address the identified housing, homelessness, supportive services and non-housing community needs as the basis for the City's strategy and its use of the 2022 CDBG and HOME funds granted to the City by HUD. This year's Action Plan is the City's application of the 2022 allocations of the above-mentioned grant funds.

#### **2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The primary objectives of the 2022 Action Plan are the same as detailed in the Consolidated Plan. The proposed projects/activities with 2022 CDBG/HOME funding will address housing concerns in a number of areas, with primary focus on: Housing Programs (Housing Rehabilitation and Emergency Repair). Proposed activities also include continuation of previously established Public Facility activity. Specific goals for each area can be found in section AP-20.

#### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City has been faced with many challenges in meeting past objectives, particularly in the area of substantial rehabilitation of single-family homes. Challenges have included identifying and recruiting qualified eligible contractors to participate in programming as well as the increase in the cost of construction supplies resulting from the COVID pandemic. Over the five years of the previous five-year Consolidated Plan, the City was able to continue its objectives in the areas of housing activities by limiting its eligible activities to primarily housing and housing related activities. The City has eliminated its waiting list. Along with CHDO partnerships, a number of rental and homeownership affordable housing opportunities were made available to residents.



## **DRAFT**

Currently, the City's full-time Homelessness Coordinator is vacant, however the search is active to fill the position. The position will continue to focus on outreach and documentation of homeless individuals, and partnership with other agencies to update the state's homeless management information system. The role is integral to identifying resources available across various agencies and organizations, and to connecting individuals in need to those resources. Likewise, the coordinator has become a go-to point of contact for other city departments and citizens when facing challenges related to homelessness. The City recognizes the importance of engaging an individual passionate about assisting the homeless population and the ability to assist in the administration of HOME-ARP funds allocated to the City.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The City conducted a Public Hearing on March 24, 2022, for the purpose of receiving comments on the creation of the 2022 Action Plan. In addition to newspaper publications, the City utilized its website, community calendar and its Facebook page to provide notice of the hearing and comment period. The Impact newspaper advertised the upcoming hearing. City staff also sent letters to neighborhood associations and churches to generate interest. Six citizens attended the public hearing. The City believes the COVID-19 pandemic continues to impact community turn-out.

The City also conducted a community roundtable discussion May 24, 2022. The meeting was attended by representatives of several community organizations. City staff utilized its list of contacts to garner participation. Nine different community organizations were represented.

#### **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Summarizing the comments received housing needs- repair and rehabilitation of substandard housing- are still perceived as the greatest need from the public hearing, March 24, 2022. Emergency/homeless shelter, supportive services, and affordable housing were identified from the May 24, 2022 meeting. The City considered these comments and all other resources available in preparing the plan.

#### **6. Summary of comments or views not accepted and the reasons for not accepting them**

The comments received was accepted and considered in regard to the creation of the 2022 Action Plan.

#### **7. Summary**

## **DRAFT**

The City of Hattiesburg recognizes its CDBG and HOME grants as an opportunity to do great things to improve quality of life for low- to moderate-income residents and as a result, for the City as a whole. The City values the citizen participation process and looks forward to doing more to promote participation opportunities in the future. Participation in this process by residents of low-income areas and the organizations that regularly serve low-income households is vital to ensure that funds are directed to areas and programs in which they can make the greatest impact. The City believes that the input from the hearing, other meetings, and daily calls to the city support the priorities in this plan.

The City believes that the strategies and objectives set forth in this Annual Action Plan are feasible and attainable (assuming that funding remains available), and they are in accordance with the needs and desires communicated by the public that these grants are intended to serve and organizations that provide such services.

## DRAFT

### PR-05 Lead & Responsible Agencies – 91.200(b)

#### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|-------------|------|-------------------|
|             |      |                   |
|             |      |                   |

Table 1 – Responsible Agencies

#### Narrative (optional)

The City of Hattiesburg's Urban Development Department/Community Development Division is responsible for the administration of both CDBG and HOME funds.

#### Consolidated Plan Public Contact Information

Citizens and community organizations with questions or comments related to the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance & Evaluation Report, or any of the related programs should contact the City of Hattiesburg:

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

(601) 554-1006

# DRAFT

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

The City's program staff reached out to citizens, local government representatives, public housing authorities, non-profit developers, and various social service agencies to gather input for the Annual Action Plan through its traditional advertising method.

The City of Hattiesburg's Planning Division encompasses floodplain management for the City. The City was fully aware of the plan. Additionally, representatives of county government from Forrest and Lamar counties responsible for the management of water resources, flood areas and emergency management were invited to participate and encouraged to submit comments during the annual action plan process. No response was received.

### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

The City continues to participate quarterly in the Community Advisory Committee to discuss a variety of housing and homelessness issues. Participants are similar to the former Housing Round Table, which included the City's Urban Development Department, Mississippi Regional Housing Authority No. 8, the Hattiesburg Housing Authority, Hattiesburg Area Habitat for Humanity, R3SM (a non-profit housing organization), as well as the City's Community Housing Development Organizations (CHDOs). Participants also include the Salvation Army and Pine Grove Behavioral Health & Addiction Services, which both serve homeless persons; the AIDS Services Coalition, which serves the homeless as well as those living with AIDS; the University of Southern Mississippi's Institute for Disability Studies, which addresses housing issues statewide; and the Hattiesburg Board of Realtors.

The City has partnered with Mississippi Regional Housing Authority No. 8 (MRHA8), to educate the community on the services the City and MRHA8 offers and promote health services by hosting a community health fair, July 12, 2022. The City also plans to partner with the Hattiesburg Housing Authority (HHA), in their efforts to substantially rehabilitate on of it's properties constructed in 1940. The City continues the work to bolster mental health services by way of a Behavioral Health Court partnership with Pine Belt Mental Healthcare Resources, and through working with the Pinebelt Coalition on Homelessness to coordinate efforts toward functionally ending homelessness.

### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

## DRAFT

The City works closely with the Continuum of Care operating in Hattiesburg and the surrounding areas. The Pinebelt Homeless Coalition is the lead agency for the implementation of HUD Continuum of Care programs. Generally, individuals requiring assistance are referred to this organization. Further, the City has provided funding to the AIDS Services Coalition and Pine Grove Behavioral Health & Addiction Services. The City also has a full-time Homeless Advocate/Coordinator, who works actively with the coalition as well as other agencies in making proper referrals to appropriate resource agencies. In the last year, the city's coordinator has worked with the coalition to press the issue of a need for a documented plan as well as an adopted standard of care.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Hattiesburg is a part of the 71-county "balance of state" Continuum of Care. The City works with the Continuum of Care (Mississippi United to End Homelessness), and a representative from the City regularly participates in their meetings. MUTEH and its members establish guidelines, policies, etc. for the Continuum of Care. The City does not enjoy entitlement status under ESG, and as the City does not directly undertake any activities supporting homeless persons, the City does not access or input information into HMIS.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**



## DRAFT

**Table 2 – Agencies, groups, organizations who participated**

|   |                                                                                                                                                                    |                                                                                                                                                                   |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Agency/Group/Organization</b>                                                                                                                                   | Habitat for Humanity in Hattiesburg, MS                                                                                                                           |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Housing<br>Services - Housing<br>Neighborhood Organization                                                                                                        |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Housing Need Assessment<br>Economic Development                                                                                                                   |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participation in community roundtable meeting.<br>Question/comments favored down payment assistance, housing repair programming and rehabilitation grant amounts. |
| 2 | <b>Agency/Group/Organization</b>                                                                                                                                   | Breakthrough Community Services, Inc.                                                                                                                             |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services - Housing<br>Services-Education<br>Civic Leaders                                                                                                         |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Housing Need Assessment<br>Economic Development                                                                                                                   |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participation in community roundtable meeting. Comments focused on down payment assistance, rehabilitation grant funding, and housing repair programs.            |
| 3 | <b>Agency/Group/Organization</b>                                                                                                                                   | Hattiesburg Housing Authority                                                                                                                                     |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | PHA                                                                                                                                                               |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Public Housing Needs                                                                                                                                              |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participation in community roundtable meeting. Comments focused on improving the quality of safe and habitable public housing.                                    |

## DRAFT

|   |                                                                                                                                                                    |                                                                                                                                                                                                |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 | <b>Agency/Group/Organization</b>                                                                                                                                   | Salvation Army                                                                                                                                                                                 |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services-Children<br>Services-Elderly Persons<br>Services-Persons with Disabilities<br>Services-homeless                                                                                       |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Non-Homeless Special Needs                                                |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participation in community roundtable meeting. Comments focused on rental/utility assistance and shelter.                                                                                      |
| 6 | <b>Agency/Group/Organization</b>                                                                                                                                   | U. OF SOUTHERN MISS. INSTITUTE FOR DISABILITIES STUDIES                                                                                                                                        |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services - Housing<br>Services-Persons with Disabilities<br>Services-homeless                                                                                                                  |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Housing Need Assessment<br>Homelessness Strategy<br>Non-Homeless Special Needs                                                                                                                 |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participation in community roundtable meeting. Comments focused on affordable housing, homeless programming, rental assistance; gap exists for those that do not meet HUD homeless definition. |
| 9 | <b>Agency/Group/Organization</b>                                                                                                                                   | R3SM, Inc.                                                                                                                                                                                     |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services - Housing<br>Services-homeless                                                                                                                                                        |

## DRAFT

|                                                                                                                                                                    |                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Housing Need Assessment<br>Homelessness Strategy                                                                            |
| <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Participation in community roundtable meeting. Comments focused on resources for agencies doing the work; operating capital |

### Identify any Agency Types not consulted and provide rationale for not consulting

Organizations with an existing relationship with the City, as well as other organizations were contacted to participate. Unfortunately, Aids Services Coalition (ASC), an organization with a relationship with the City, did not participate.

### Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan      | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|-------------------|-------------------|------------------------------------------------------------------------------|
| Continuum of Care |                   |                                                                              |

Table 3 – Other local / regional / federal planning efforts

### Narrative (optional)

The City's interaction and coordination with the agencies and partnership groups mentioned above is constant. A full-time grant coordinator also seeks out other opportunities to leverage the city's resources – in Community Development as well as citywide. We have recently considered grant opportunities specific to older adult home modifications, but have elected to defer such application until we have additional capacity to administer such a program.

## DRAFT

### AP-12 Participation – 91.105, 91.200(c)

#### 1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The Community Development Division hosted an in person public hearing on 3/24/2022 as the first effort in gathering public input for the 2022 Action Plan for CDBG and HOME funds. In addition to newspaper publications, the City utilized its website to provide notice of the hearing and comment period. The City believes COVID-19 continues to impact community participation. The public hearing was attended by City staff only and few residents. A community roundtable was held with community organization representatives 5/24/22. On 7/26/22, the City will hold a public hearing to share the Action Plan draft and solicit any additional comments.

#### Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach                                                           | Summary of response/attendance                                                                                                      | Summary of comments received                           | Summary of comments not accepted and reasons | URL (if applicable) |
|------------|------------------|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------|---------------------|
| 1          | Public Hearing   | Non-targeted/broad community<br><br>Residents of Public and Assisted Housing | Attendance expectations were high, however continued concerns regarding COVID-19 are believed to be the cause of low participation. | Comments centered on housing programs and transparency | N/A                                          |                     |

## DRAFT

| Sort Order | Mode of Outreach     | Target of Outreach                                            | Summary of response/attendance           | Summary of comments received                                                   | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|----------------------|---------------------------------------------------------------|------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------|---------------------|
| 2          | Community Roundtable | Persons with disabilities<br><br>Non-targeted/broad community | City employees only, were in attendance. | Affordable housing, emergency shelter, resources to assist homeless population | N/A                                          |                     |

**Table 4 – Citizen Participation Outreach**



## DRAFT

### Expected Resources

#### AP-15 Expected Resources – 91.220(c)(1,2)

##### Introduction

##### Anticipated Resources

| Program | Source of Funds  | Uses of Funds                                                                                                  | Expected Amount Available Year 1 |                    |                          |           | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                                                                                       |
|---------|------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|--------------------------|-----------|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
|         |                  |                                                                                                                | Annual Allocation: \$            | Program Income: \$ | Prior Year Resources: \$ | Total: \$ |                                                   |                                                                                                             |
| CDBG    | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 519,024                          | 0                  | 0                        | 519,024   | 519,024                                           | The expected amount for the remainder of the Con Plan is simply the Year 5 allocation for Program Year2022. |

## DRAFT

| Program | Source of Funds  | Uses of Funds                                                                                                                                                       | Expected Amount Available Year 1 |                    |                          |           | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                                                                                       |
|---------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|--------------------------|-----------|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
|         |                  |                                                                                                                                                                     | Annual Allocation: \$            | Program Income: \$ | Prior Year Resources: \$ | Total: \$ |                                                   |                                                                                                             |
| HOME    | public - federal | Acquisition<br>Homebuyer assistance<br>Homeowner rehab<br>Multifamily rental new construction<br>Multifamily rental rehab<br>New construction for ownership<br>TBRA | 331,710                          | 0                  | 0                        | 331,710   | 331,710                                           | The expected amount for the remainder of the Con Plan is simply the Year 5 allocation for Program Year2022. |

**Table 5 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City has no required match for either CDBG or HOME. While we do not formally identify leverage resources, our partnerships with other non-profit entities, the city's long-term planning in lower-income neighborhoods, transit, and the like, and the city's aggressive approach to improving infrastructure throughout the city – particularly in low-income neighborhoods – are all indirect leverage opportunities.

## **DRAFT**

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City has recently utilized its mapping capabilities to identify City and State-owned property throughout the City of Hattiesburg. These properties are reviewed periodically when need arises for particular projects, and the City intends to continue this approach of utilizing property already in its inventory (when appropriate) before seeking property to purchase.

### **Discussion**

The City hopes to continue its partnerships through groups such as the MUTEH and the Pinebelt Coalition on Homelessness in a concerted effort to strategically address problems and mutual concerns. As in the past, the City values these and other such partnerships as community partners bring differing resources to the table - funding, volunteers, services, etc. - for mutual benefit. The City is currently searching to fill the vacant position of Homeless Coordinator to work directly with the Pinebelt Homeless Coalition to address homeless issues, with a special emphasis on veterans and the chronic homeless population. The City will also continue to seek out funding opportunities such as those available for housing activities through the Federal Home Loan Bank, and the Mississippi Home Corporation.

## DRAFT

### Annual Goals and Objectives

#### AP-20 Annual Goals and Objectives

##### Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|------------|-----------|------------|----------|----------|-----------------|-----------------|---------|------------------------|
|            |           |            |          |          |                 |                 |         |                        |

Table 6 – Goals Summary

##### Goal Descriptions

|   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Goal Name        | Housing Programs (including Affordable Housing)                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|   | Goal Description | This goal includes the creation of affordable housing by CHDOs either in the rehabilitation of existing housing stock or the construction of new housing for the purpose of sale or rental to eligible households. This goal also includes the bulk of the City's housing program, which is the basic and emergency rehabilitation of eligible owner-occupied homes. Basic Rehabilitations are completed with either HOME or CDBG funding. Emergency Repairs are completed using CDBG funding. |

# DRAFT

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The following is a listing of projects that the City of Hattiesburg proposes to undertake using CDBG and HOME funds anticipated for 2021.

#### Projects

| # | Project Name          |
|---|-----------------------|
| 2 | CDBG Administration   |
| 3 | CDBG Housing Programs |
| 4 | HOME Administration   |
| 5 | CHDO Set-Aside        |
| 6 | HOME Housing Programs |

**Table 7 - Project Information**

#### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The allocation of funding is in keeping with the priority needs identified in the Consolidated Plan, as well as community input from public hearings. Housing issues - rehabilitation/repair, affordability, continue to be the greatest priority identified; activities receiving the greatest amount of funding. The City may reallocate unused funds for use in Housing Programs.

**DRAFT**

**AP-38 Project Summary**  
**Project Summary Information**



## DRAFT

|          |                                                                                                |                                                                                                                                                     |
|----------|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2</b> | <b>Project Name</b>                                                                            | CDBG Administration                                                                                                                                 |
|          | <b>Target Area</b>                                                                             |                                                                                                                                                     |
|          | <b>Goals Supported</b>                                                                         | Housing Programs (including Affordable Housing)                                                                                                     |
|          | <b>Needs Addressed</b>                                                                         | Emergency Repair<br>Housing Rehabilitation<br>Microenterprise Assistance<br>Public Facility Improvement<br>Public Services<br>Rental Rehabilitation |
|          | <b>Funding</b>                                                                                 | CDBG: \$103,805                                                                                                                                     |
|          | <b>Description</b>                                                                             | Overall and day to day administration of CDBG Program                                                                                               |
|          | <b>Target Date</b>                                                                             | 12/31/2022                                                                                                                                          |
|          | <b>Estimate the number and type of families that will benefit from the proposed activities</b> |                                                                                                                                                     |
|          | <b>Location Description</b>                                                                    |                                                                                                                                                     |
|          | <b>Planned Activities</b>                                                                      | Administration of CDBG activities                                                                                                                   |
| <b>3</b> | <b>Project Name</b>                                                                            | CDBG Housing Programs                                                                                                                               |
|          | <b>Target Area</b>                                                                             | Citywide – Local Target area                                                                                                                        |
|          | <b>Goals Supported</b>                                                                         | Housing Programs (including Affordable Housing)                                                                                                     |
|          | <b>Needs Addressed</b>                                                                         | Emergency Repair<br>Housing Rehabilitation                                                                                                          |
|          | <b>Funding</b>                                                                                 | CDBG: \$415,219                                                                                                                                     |
|          | <b>Description</b>                                                                             | Funding for all CDBG Housing Activities as well as project deliver for CDBG and HOME funded housing activities                                      |
|          | <b>Target Date</b>                                                                             | 12/31/2022                                                                                                                                          |
|          | <b>Estimate the number and type of families that will benefit from the proposed activities</b> |                                                                                                                                                     |
|          | <b>Location Description</b>                                                                    |                                                                                                                                                     |
|          | <b>Planned Activities</b>                                                                      | Basic rehabilitation and emergency repair of owner-occupied housing                                                                                 |
|          |                                                                                                |                                                                                                                                                     |
| <b>4</b> | <b>Project Name</b>                                                                            | HOME Administration                                                                                                                                 |
|          | <b>Target Area</b>                                                                             |                                                                                                                                                     |
|          | <b>Goals Supported</b>                                                                         |                                                                                                                                                     |
|          | <b>Needs Addressed</b>                                                                         | Acquisition<br>Housing Rehabilitation<br>Rental Rehabilitation                                                                                      |

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|          |                                                                                                |                                                                     |
|----------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
|          | <b>Funding</b>                                                                                 | HOME: \$33,171                                                      |
|          | <b>Description</b>                                                                             | Overall and day to day administration of HOME Program               |
|          | <b>Target Date</b>                                                                             | 12/31/2022                                                          |
|          | <b>Estimate the number and type of families that will benefit from the proposed activities</b> |                                                                     |
|          | <b>Location Description</b>                                                                    |                                                                     |
|          | <b>Planned Activities</b>                                                                      | Basic rehabilitation and emergency repair of owner-occupied housing |
|          |                                                                                                |                                                                     |
| <b>5</b> | <b>Project Name</b>                                                                            | CHDO Set-Aside                                                      |
|          | <b>Target Area</b>                                                                             | Citywide – Local Target area                                        |
|          | <b>Goals Supported</b>                                                                         | Housing Programs (including Affordable Housing)                     |
|          | <b>Needs Addressed</b>                                                                         | Acquisition<br>Housing Rehabilitation<br>Rental Rehabilitation      |
|          | <b>Funding</b>                                                                                 | HOME: \$49,757                                                      |
|          | <b>Description</b>                                                                             |                                                                     |
|          | <b>Target Date</b>                                                                             | 12/31/2022                                                          |
|          | <b>Estimate the number and type of families that will benefit from the proposed activities</b> |                                                                     |
|          | <b>Location Description</b>                                                                    |                                                                     |
|          | <b>Planned Activities</b>                                                                      | Construction or rehabilitation of housing as an affordable unit     |
| <b>6</b> | <b>Project Name</b>                                                                            | HOME Housing Programs                                               |
|          | <b>Target Area</b>                                                                             | Citywide – Local Target area                                        |
|          | <b>Goals Supported</b>                                                                         | Housing Programs (including Affordable Housing)                     |
|          | <b>Needs Addressed</b>                                                                         | Housing Rehabilitation                                              |
|          | <b>Funding</b>                                                                                 | HOME: \$278,782                                                     |
|          | <b>Description</b>                                                                             |                                                                     |
|          | <b>Target Date</b>                                                                             | 12/31/2022                                                          |
|          | <b>Estimate the number and type of families that will benefit from the proposed activities</b> |                                                                     |
|          | <b>Location Description</b>                                                                    |                                                                     |
|          | <b>Planned Activities</b>                                                                      | Funding for all HOME housing activities                             |

## DRAFT

### AP-50 Geographic Distribution – 91.220(f)

#### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

None of the activities proposed for the 2022 Action Plan are directed geographically, meaning that there is not a prescribed area in which these activities are required to take place. Housing Rehabilitation, Emergency Repair, and other Affordable Housing activities are allowable Citywide. However, these activities have historically taken place in areas of low-income and minority concentration. Such areas include the greater portion of Wards 2, 4, and 5, which are better identified by U.S. Census tracts 001, 002, 003, 004, 005, 006, 011, and 105.

#### Geographic Distribution

| Target Area           | Percentage of Funds |
|-----------------------|---------------------|
| FACADE                |                     |
| Citywide              | 100                 |
| Low/Mod Census Tracts |                     |

Table 8 - Geographic Distribution

#### Rationale for the priorities for allocating investments geographically

All activities are allowable Citywide. No other activity is geographically focused. It is possible that procedures may change in the future regarding the approach taken to address housing rehabilitation, which could allow for a geographic focus. Such a focus would be based on findings of concentrations of need in low-income areas and/or based on a concerted effort by the City and/or partner agencies to create an impact on a particular neighborhood or area.

#### Discussion

## DRAFT

### Affordable Housing

#### AP-55 Affordable Housing – 91.220(g)

##### Introduction

The city intends to concentrate its limited resources on affordable housing rehabilitation and repair.

| One Year Goals for the Number of Households to be Supported |    |
|-------------------------------------------------------------|----|
| Homeless                                                    | 0  |
| Non-Homeless                                                | 21 |
| Special-Needs                                               | 0  |
| Total                                                       | 21 |

Table 9 - One Year Goals for Affordable Housing by Support Requirement

| One Year Goals for the Number of Households Supported Through |    |
|---------------------------------------------------------------|----|
| Rental Assistance                                             | 0  |
| The Production of New Units                                   | 1  |
| Rehab of Existing Units                                       | 20 |
| Acquisition of Existing Units                                 | 0  |
| Total                                                         | 21 |

Table 10 - One Year Goals for Affordable Housing by Support Type

##### Discussion

The figures provided above are taken from the total goals from all activities/projects anticipated within the 2022 Action Plan with the exception of Administrative activities and Public Facilities and Public Services Activities. To a degree, the goals for each category of household or housing project type are unknown because they will vary depending on the type of households that apply for down payment assistance or for any housing developed by CHDO's. The numbers above are a tabulation of each type as listed in the goals outlined earlier in the Action Plan. The number of households supported included among the non-homeless are those households anticipated to directly benefit from housing rehabilitation activities.

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### **AP-60 Public Housing – 91.220(h)**

#### **Introduction**

The Hattiesburg Housing Authority manages 296 Public Housing units in the City of Hattiesburg.

#### **Actions planned during the next year to address the needs to public housing**

The City of Hattiesburg stands ready to support the Hattiesburg Housing Authority in any way possible, particularly as the HHA seeks to replace many of its older units in the coming years. The City continues its planning efforts with HHA in regards to funding opportunity that would allow for the replacement of several buildings/units with new units at a HHA property.

#### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The City will continue to support throughout FY 2022 the monthly resident meetings hosted by The Housing Authority at each of its developments designed to engage and encourage productive dialogue regarding resident's needs. Guest speakers bring residents valuable information related to the City, the schools, civic service agencies, or others as may be pertinent. The HHA continues to host National Night Out Against Crime events, and use them as an opportunity to engage residents.

The City of Hattiesburg continues to require, as a component of its Down payment Assistance Program, homebuyer education requirements, which are available to attendees at no or minimal cost through various agencies. The City will continue to work with public housing management to encourage homeownership options through down payment assistance, Family Self-Sufficiency (FSS) Program, and Section 8 Housing Choice Voucher Program.

#### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

N/A

#### **Discussion**

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### **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

#### **Introduction**

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Hattiesburg actively participates in meetings of the Pinebelt Coalition on Homelessness and supports the efforts of individual organizations whose mission is to serve homeless populations. Responsibilities of the City's Homelessness Coordinator have included leading a homeless outreach team, traveling weekly to known and suspected homeless encampments and other known locations in order to assess individuals' needs and work to pair willing individuals with appropriate resources or services; assist the city and homeless support agencies with all homeless issues. Our goal in 2022 is to fill the Homelessness Coordinator vacancy.

**Addressing the emergency shelter and transitional housing needs of homeless persons**

As previously stated, the City intends to continue its collaboration with organizations whose missions include services and housing for homeless persons. The City will support these agencies in competing for and attaining funding for additional emergency and transitional shelter, and may, as funding allows, consider opportunities to support new sustainable programs for emergency and/or transitional housing. More direct support for these housing needs will likely come through HOME-ARP funding supported by the need's assessment/gap analysis.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

As mentioned, the Homelessness Coordinator position with the City is currently vacant. Our goal in 2022 is to fill the vacancy and continue working closely with local organizations and assist in referring clients for the Rapid Re-housing Program.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly**



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**funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Forrest General Hospital has a process for identifying homeless persons and persons with substance abuse problems that may require certain case management or supportive service resources, and there is a well-organized process by which people are referred to appropriate agencies that may be able to assist. The City intends to support activities that will assist all manners of homelessness, including the prevention thereof.

### **Discussion**

The City's HOME and CDBG Programs will continue to support housing rehab and repair activities for low- and moderate-income homeowners. Historically, many of the households served by these activities include disabled and/or senior family members. Though there are no activities proposed in the 2022 action plan for the direct purpose of serving special needs populations other than the homeless, all other activities will inevitably provide indirect benefit to other special needs populations such as those with disabilities, persons with HIV/AIDS, and the elderly.

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### **AP-75 Barriers to affordable housing – 91.220(j)**

#### **Introduction:**

Hattiesburg has historically supported efforts to meet housing needs of its citizens and has been proactive in the provision of housing to its low- and moderate-income residents. In the 1938-1939 timeframe, the City created one of the first housing authorities in the State of Mississippi. The City supported the creation of the Mississippi Regional Housing Authority No. VIII and its efforts to bring Section 8 assistance to City residents.

The Official Zoning Ordinance and Subdivision Regulations make provisions for affordable housing and provide protection to citizens by ensuring proper land use and high-quality residential land development.

#### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing has to do with development in flood zones where FEMA regulations create limitations on the value/cost of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements.

#### **Discussion:**

The City continues to implement housing rehabilitation programs to upgrade owner-occupied housing. Through CHDOs, the City of Hattiesburg is supporting the development of affordable housing and homebuyer down-payment assistance programs. These activities serve to reduce affordable housing barriers. The City has also partnered with service providers in areas of adult financial literacy, jobs training, and employability skills training - all of which address barriers individuals may have in attaining affordable housing. The City will continue to support such programs.

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### **AP-85 Other Actions – 91.220(k)**

#### **Introduction:**

#### **Actions planned to address obstacles to meeting underserved needs**

Several of the City of Hattiesburg's CDBG and HOME funded activities seek to address underserved needs by way of affordable housing, housing rehabilitation, and assistance to non-profit organizations with such missions, among others. The City will continue these efforts in the coming years, and will also continue work in areas of obstacles pertaining to affordable housing.

#### **Actions planned to foster and maintain affordable housing**

The City continues to promote its Down Payment Assistance Program, and address code compliance in an effort to continue improving housing stock.

#### **Actions planned to reduce lead-based paint hazards**

Through the City's ongoing Housing Rehabilitation, Emergency Repair, and other housing activities, the City and its partners comply with 24 CFR Part 35, which often requires lead-based paint abatement. These activities will be continued in 2022 along with the administration of the City's new Lead Safe Hattiesburg program, funded by a grant awarded by the Office of Lead Hazard Control Healthy Homes.

#### **Actions planned to reduce the number of poverty-level families**

While the issue of poverty is far more complex than any one symptom or circumstance, financial literacy and an understanding of traditional banking and traditional (non-predatory) lending can at least serve as pieces to the puzzle of fighting poverty. Efforts like this are beneficial to people of any income group.

#### **Actions planned to develop institutional structure**

The City plans to continue facilitating meetings with various housing agencies, and participating in the Community Action Agency, the Pinebelt Coalition on Homelessness, and other similar organizations as the opportunity arises. The City will continue to assess the group for gaps in representation and work to

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close those gaps by bringing other valuable participants to the discussion.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City will continue to participate with and support the efforts of the Pinebelt Coalition on Homelessness, and will continue to encourage agencies that have a mutual interest to participate as well. The City continues to work with United Way and Bank-On to provide reasonable costs banking services and financial literacy education to all residents, especially the un-banked and the under-banked.

### **Discussion:**

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## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

For purposes of #2 under "Other CDBG Requirements," 2021 is the year hereby specified to be covered by this Action Plan.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

|                                                                                                                                                                                                |                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed                                            | 1,170,791        |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0                |
| 3. The amount of surplus funds from urban renewal settlements                                                                                                                                  | 0                |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan                                                   | 0                |
| 5. The amount of income from float-funded activities                                                                                                                                           | 0                |
| <b>Total Program Income:</b>                                                                                                                                                                   | <b>1,170,791</b> |

#### Other CDBG Requirements

|                                                                                                                                                                                                                                                                                                                                                                                                   |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1. The amount of urgent need activities                                                                                                                                                                                                                                                                                                                                                           | 0      |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 70.00% |

#### HOME Investment Partnership Program (HOME)

##### Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

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as follows:

The City has no other forms of investment beyond FY 2022 HOME allocation, \$331,710.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

### HOME PROGRAM – RECAPTURE PROVISIONS

In all HOME Homebuyer activities, the City of Hattiesburg employs Recapture as the method by which HOME investment is protected for the period of affordability. The HOME investment to be protected is described as the “direct subsidy,” which includes the HOME investment that enabled the homebuyer to purchase a property. Direct subsidy includes two components:

- 1) Down payment assistance, closing costs or other HOME assistance provided directly to the homebuyer, and;
- 2) The difference between the fair market value and a reduced sales price which is attributable to HOME development assistance.

These two components will be added together to identify the direct subsidy amount to be protected by the Recapture provisions.

Specifically, the City imposes Recapture requirements in accordance with 24 CFR 92.254 (a)(5)(ii)(A)(2), whereby there is a reduction of the amount subject to recapture, pro rata, over the course of the affordability period.

In practice, the City will calculate the number of months that a beneficiary has satisfied the applicable affordability period and will divide that number by the total number of months of the applicable affordability period. The resulting percentage is the proportion of the affordability period that has been satisfied. The total award amount will be multiplied by this percentage. The resulting dollar amount is the portion of the award that reduces any amount subject to recapture. The City may only recapture funds if/when there are net proceeds from which an amount can be recaptured.

*Example: A Homebuyer received HOME assistance in the amount of \$10,000, with an applicable affordability period of 5 years (60 months). After 20 months, the beneficiary sells the house. The City will determine that 20 months of the affordability period was satisfied, which is 33.3% of the total period (20/60). Multiplying \$10,000 (total award) by 33.33% (portion satisfied) equals \$3,333. The total award can be reduced by this amount (\$10,000 - \$3,333) to arrive at the amount to be recaptured - \$6,667. This \$6,667 is the maximum amount that can be recaptured and is subject to what net proceeds are available at sale. If only \$2,000 in net proceeds is available at sale, only \$2,000 will be recaptured. If \$20,000 in net proceeds is available at sale, only \$6,667 will be*



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*recaptured.*

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City acknowledges the provision of 24 CFR 92.254 (a)(5)(ii) that allows subsequent buyers to assume the remaining affordability period should the subsequent buyer be determined income-eligible for HOME purposes. This assumes that the new buyer does not receive any HOME assistance in the acquisition of the unit. Subsequent purchase by a buyer using HOME assistance in the acquisition will result in applicable recapture for the selling party and the establishment of a new affordability for the new buyer based on the details of their own HOME assistance. In the event of foreclosure (or death) during the affordability period, the Deed Restriction filed at project completion will trigger and the City will recapture funds if/when there are net proceeds from which an amount can be captured.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

N/A

Based on the HOME Affordable Homeownership, the City will determine 95% of the median area purchase price set forth at CFR 92.254 (a)(2)(iii). For single-family housing, this does not exceed \$148,000.00. Eligible applicants for the City's DPA and Rehabilitation Programs are low and very-low income residents of the City. The City uses a number of public forums and events to promote its programs and to solicit applicants. Information may be obtained in the Community Development office Monday-Friday from 8:00 am to 5:00 pm. For CHDO Set-Aside funds, the eligible applicants are local not-

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for-profit housing development organizations that can meet HOME CHDO requirements. These agencies are solicited through a Request for Proposal process.

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# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Michael Pope  
**cc:**  
**Date:** Tuesday, July 19, 2022  
**Re:** Approve specifications and Authorize publication of advertisement for Various Term Bid Items.  
File Number: 2022-483  
Minute Book #

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## Summary

Approve specifications and Authorize publication of advertisement for Various Term Bid Items.

## Recommendation Statement

I recommend the council approve specifications and authorize publication of advertisement for Various Term Bid Items.

Please place this on the July 19, 2022 City Council meeting for consideration.

**NOTICE TO BIDDERS**

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, August 11, 2022, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

**ITEM #11 – CHLORINE GAS AND SULFUR DIOXIDE FOR THE CITY OF HATTIESBURG WATER DEPARTMENT**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

**SEALED BIDS:**

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

**ELECTRONIC BIDS:**

Official bid documents can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Electronic bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 19<sup>th</sup> day of July, 2022.

CITY OF HATTIESBURG, MISSISSIPPI



CITY CLERK

( S E A L )

**SPECIFICATIONS FOR ITEM # 11: CHLORINE GAS AND SULFUR DIOXIDE FOR  
THE CITY OF HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing Chlorine Gas, which meets or exceeds the following specifications, to-wit:

100% active Chlorine Gas suitable for water purification, in 150-pound and one (1) ton containers.

Sulfur Dioxide suitable for water dichlorination in one (1) ton containers.

Price shall include delivery by truck equipped with loading and unloading mechanism to handle containers at point of delivery. No overhead lifting facilities available at point of delivery.

Must meet all requirements of AWWA Standard #B301-81.

The City of Hattiesburg will only accept bids for products manufactured and assembled/package in plants located in the United States. Written Certification shall be provided upon request of Hattiesburg Water Department Officials.

**PAYMENT TERMS:** Remittance within forty-five (45) days from satisfactory delivery of goods and/or receipt of invoice(s).

**PRICES** shall be FIRM for a period beginning October 1, 2022, and ending September 30, 2024, items to be purchased as required.

**The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.**

**DELIVERY:** Within twenty-four (24) hours after issuance of purchase order, F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid to all the following locations located within the city limits of Hattiesburg, Mississippi:

|                             |                               |
|-----------------------------|-------------------------------|
| Methodist Tank              | 450 Weathersby Road           |
| 4 <sup>th</sup> Street Well | 3320 W 4 <sup>th</sup> Street |
| USM Tank and Well           | 2811 W 4 <sup>th</sup> Street |
| North Lagoon                | 3401 Lakeview Road            |
| South Lagoon                | 1903 E Hardy Street           |
| FGH Tank and Well           | 6051 US Hwy 49 South          |
| Water Plant 1               | 5010 Old Hwy 42               |
| Water Plant 2               | 900 James Street              |

**NOTE: DELIVERY OF CHLORINE GAS CYLINDERS BY REAR TANDEM AXLE VEHICLE IS NOT POSSIBLE DUE TO RESTRICTED ACCESS. DELIVERY SHALL BE ACOMPLISHED BY SINGLE AXLE VEHICLE TO THE ABOVE LOCATIONS.**

SEALED bids will be received until 10:00 A.M., Thursday, August 11, 2022 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be



the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

**SEALED BIDS** must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID**

**ITEM #11 CHLORINE GAS AND SULFUR DIOXIDE FOR  
THE CITY OF HATTIESBURG WATER DEPARTMENT  
SUBMITTED BY 10:00 A.M. THURSDAY, AUGUST 11, 2022**

**ELECTRONIC BIDS:**

Official bid documents can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Electronic bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 21-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State Law; but the Council reserves the right to reject any and all bids received and to waive informalities.

Approved on this, the 19th day of July, 2022.

City of Hattiesburg, Mississippi

By:   
CITY CLERK

SPECIFICATIONS APPROVED BY:

  
WATER DEPARTMENT

**ITEM #11**  
**CHLORINE GAS AND SULFUR DIOXIDE FOR**  
**THE CITY OF HATTIESBURG WATER DEPARTMENT**

| ITEM                             | UNIT | PRICE |
|----------------------------------|------|-------|
| CHLORINE-150 LB. CONTAINERS      |      |       |
| CHLORINE-1 TON CONTAINERS        |      |       |
| SULFUR DIOXIDE- 1 TON CONTAINERS |      |       |
| TOTAL BID PRICE                  |      | \$    |

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Street / P.O. Address

\_\_\_\_\_  
City / State / Zip Code

\_\_\_\_\_  
Phone / Fax Numbers

\_\_\_\_\_  
Date of Bid

\_\_\_\_\_  
Official's Name and Title

\_\_\_\_\_  
Official's Signature

### **NOTICE TO BIDDERS**

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 AM .. Thursday. August 11, 2022, in the City Clerk 's Office in the City Hall of said City for furnishing the City' s requirements for the following supplies, to-wit:

#### **ITEM #2: REPAIR AND REHABILITATION OF CITY STREETS**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39401, (601) 545-4552, which may be obtained upon request.

#### **SEALED BIDS:**

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

#### **ELECTRONIC BIDS:**

Official bid documents can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Electronic bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 19<sup>th</sup> day of July, 2022..

CITY OF HATTIESBURG, MISSISSIPPI



CITY CLERK

(SEAL)

**SPECIFICATIONS FOR ITEM #2: REPAIR AND REHABILITATION OF STREETS FOR  
THE CITY OF HATTIESBURG**

Bidder shall bid on furnishing materials, labor and equipment to repair and rehabilitate city streets for the City of Hattiesburg which meets or exceeds the Mississippi State Highway Standard Specifications for Road and latest Bridge Construction, together with all provisions and/or addendum to the standards, amendments and/or special duty approved and adopted or the Mississippi standard Specifications, whichever is more stringent.

No Vibratory rolling will be allowed. Lot densities will be reduced by one percent to accommodate this. Contractor will be responsible for all sampling and testing upon request. Application of Pay Item 413-D will constitute milling at a maximum of seven feet from edge of curb and/or gutter. Application of Pay Item 304-I will constitute asphalt used for fill for base repairs in lieu of crushed stone or other material.

Bidder will be properly licensed within the State of Mississippi for street construction work.

Temporary traffic control for construction zones shall be included in bid price and subject to referenced specifications. Contractor shall follow the Manual on Uniform Traffic Control Devices.

The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer or Public Works Director, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Contractor shall have 2 weeks to respond to the City with a paving timeline after receipt of paving request (Purchase Order). If contractor fails to respond, doesn't meet paving timeline or paving timeline is insufficient as determined by Public Works Director and/or Engineering Director, the City reserves the right to award the work to the alternate.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

PRICES shall be FIRM for a period beginning October 1, 2022, and ending September 30, 2023, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within seven (7) days of agreed upon paving timeline. Ship in full, freight prepaid. No partial shipment accepted.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory

delivery of goods and receipt of invoice(s).

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

**SEALED BIDS** must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID**  
**ITEM #2 REPAIR AND REHABILITATION OF STREETS**  
**FOR CITY OF HATTIESBURG**  
**SUBMITTED BY 10:00 A.M. THURSDAY, AUGUST 11, 2022**  
**CERTIFICATE OF RESPONSIBILITY NO. \_\_\_\_\_**

**ELECTRONIC BIDS / REVERSE AUCTIONS:**

Official bid documents can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Electronic bids and /or reverse auction bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 19<sup>th</sup> day of July, 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

CITY CLERK

SPECIFICATIONS APPROVED BY:

  
ENGINEERING DEPARTMENT

**BID FORM FOR ITEM #2-REPAIR & REHABILITATION OF STREETS FOR CITY OF HATTIESBURG**

| <b>PAY ITEM #</b> | <b>PAY ITEM</b>                                                                                | <b>UNITS</b> | <b>UNIT PRICE</b> |
|-------------------|------------------------------------------------------------------------------------------------|--------------|-------------------|
| 201-B             | Clearing and Grubbing                                                                          | Acre         |                   |
| 202-A             | Removal of Existing Traffic Stripe                                                             | L.F.         |                   |
| 202-A             | Removal of Rail Crossing: Rail Lines and Ties                                                  | each         |                   |
| 202-B             | Removal of Traffic Stripe by Grinding                                                          | L.F.         |                   |
| 203-A             | Unclassified Excavation                                                                        | C.Y.         |                   |
| 203-I             | Motor Grader per Hour                                                                          | hour         |                   |
| 209-A             | Geotextile Stabilization, Type V                                                               | S.Y.         |                   |
| 225-A             | Grassing                                                                                       | Acre         |                   |
| 304-A             | Granular Material, Class 9, Group C                                                            | C.Y.         |                   |
| 304-F             | Crushed Stone or Crushed Concrete Base, size 825, Roadbed Construction                         | ton          |                   |
| 304-H             | Crushed Stone or Crushed Concrete Base, size 825, Base Repair                                  | ton          |                   |
| 304-I             | BB-1 Hot Mix Asphalt Fill, Base Repair                                                         | ton          |                   |
| 307-C             | 8" Soil-Lime-Water Mixing                                                                      | S.Y.         |                   |
| 307-D             | Lime                                                                                           | ton          |                   |
| 308-A             | Portland Cement                                                                                | ton          |                   |
| 308-B             | 8" Soil-Cement-Water Mixing at 5% Concentration                                                | S.Y.         |                   |
| 403-A             | SC-1 Hot Mix Asphalt Surface Course                                                            | ton          |                   |
| 403-M             | BB-1 Hot Mix Asphalt Base Course                                                               | ton          |                   |
| 406-A             | Cold Milling of Asphalt Pavement                                                               | ton          |                   |
| 407-A             | Asphalt for Tack Coat, EA-4                                                                    | gallon       |                   |
| 413-A             | Joint Sealer Material                                                                          | gallon       |                   |
| 413-C             | Cleaning and Sealing Cracks/Joints                                                             | L.F.         |                   |
| 413-D             | Transitional Edge Milling, 7' from Curb and/or Gutter                                          | ton          |                   |
| 450               | Milling Purchase B Price for Contractor to sell milled asphalt material to City of Hattiesburg | ton          |                   |



|       |                                                                               |      |  |
|-------|-------------------------------------------------------------------------------|------|--|
| 625-A | 4" Painted Traffic Stripe, Skip White & Yellow                                | L.F. |  |
| 625-C | 4" Painted Traffic Stripe, Continuous White & Yellow                          | L.F. |  |
| 625-E | 4" Painted Detail Traffic Stripe                                              | L.F. |  |
| 625-F | Painted Legend                                                                | S.F. |  |
| 626-A | 4"Thermoplastic Traffic Stripe, Skip White or Yellow, 90 Mil Thickness        | L.F. |  |
| 626-B | 4" Thermoplastic Traffic Stripe, Continuous White or Yellow, 90 Mil Thickness | L.F. |  |
| 626-G | Thermoplastic Detail Stripe 4" equivalent, 90 Mil Thickness                   | L.F. |  |
| 626-H | Thermoplastic Legend, 90 Mil Thickness                                        | S.F. |  |
| 627-C | Red-Clear Reflective Raised Markers                                           | each |  |
| 627-D | Two-Way Yellow Reflective Raised Markers                                      | each |  |
|       | Manhole adjustments                                                           | each |  |
|       | Water valve adjustments                                                       | each |  |
| 907-A | Ultra Thin lift                                                               | ton  |  |

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & EMAIL

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

**NOTICE TO BIDDERS**

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 AM .. Thursday, August 11, 2022, in the City Clerk 's Office in the City Hall of said City for furnishing the City' s requirements for the following supplies, to-wit:

**ITEM #23: CORRUGATED HDPE PIPE**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39401, (601) 545-4552, which may be obtained upon request.

**SEALED BIDS:**

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

**ELECTRONIC BIDS:**

Official bid documents can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Electronic bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 19<sup>th</sup> day of July, 2022..

CITY OF HATTIESBURG, MISSISSIPPI

A handwritten signature in blue ink, appearing to be 'J. E. B.', is written over a horizontal line.

CITY CLERK

(SEAL)

**SPECIFICATIONS FOR ITEM #23:      CORRUGATED HDPE DRAINAGE PIPE FOR THE PUBLIC SERVICES DEPARTMENT**

Bidder shall bid on furnishing Corrugated HDPE Drainage Pipe for the Public Services Department, which meets or exceeds the following specifications to-wit:

All corrugated HDPE drainage pipe shall be in accordance with ASTM D 1248, ASTM D 3350, ASTM D 2412, ASTM F 667, ASTM F 405 and AASHTO M 294. Smooth interior plastic pipe will have a Manning's  $n$  coefficient in a range of 0.012 to 0.015. Corrugated plastic pipe will be self coupling to comply with ASTM F477 and D3212 specifications for Elastomeric seals (gaskets) for joining plastic pipe.

Prices will be required for the following sizes:

| SMOOTH INTERIOR PIPE WITH RUBBER GASKET JOINTS |                 |      |                 |
|------------------------------------------------|-----------------|------|-----------------|
| SIZE                                           | PER LINEAR FOOT | SIZE | PER LINEAR FOOT |
| 12"                                            |                 | 30"  |                 |
| 15"                                            |                 | 36"  |                 |
| 18"                                            |                 | 42"  |                 |
| 24"                                            |                 | 48"  |                 |

DELIVERY: F.O.B. Hattiesburg, Mississippi, to the address shown on the Purchase Order. All deliveries shall be within the Corporate Limits of the City of Hattiesburg, within fifteen (15) days from receipt of Purchase Order.

PRICES shall be FIRM for a period beginning October 1, 2022, and ending September 30, 2024, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, August 11, 2022 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

**BIDITEM #23 CORRUGATED HDPE DRAINAGE PIPE FOR THE PUBLIC  
SERVICES DEPARTMENT  
SUBMITTED BY 10:00 A.M. THURSDAY, AUGUST 11, 2022**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 19<sup>th</sup> day of July A. D., 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

CITY CLERK

SPECIFICATIONS APPROVED BY:

A handwritten signature in blue ink, appearing to read "M. Smith", written over a horizontal line.

PUBLIC SERVICES DEPARTMENT

City of Hattiesburg

Public Works

Dep Dir Streets

### **NOTICE TO BIDDERS**

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 AM .. Thursday, August 11, 2022, in the City Clerk 's Office in the City Hall of said City for furnishing the City' s requirements for the following supplies, to-wit:

#### **ITEM #33: CRUSHED CONCRETE**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39401, (601) 545-4552, which may be obtained upon request.

#### **SEALED BIDS:**

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

#### **ELECTRONIC BIDS:**

Official bid documents can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Electronic bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 19<sup>th</sup> day of July, 2022..

CITY OF HATTIESBURG, MISSISSIPPI

A handwritten signature in blue ink, appearing to be "K. S. D.", is written over a horizontal line.

CITY CLERK

(SEAL)



**SPECIFICATIONS FOR ITEM #33: CRUSHED CONCRETE  
FOR THE CITY OF HATTIESBURG**

Bidder shall bid on furnishing Crushed Concrete for the City of Hattiesburg.

**IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.**

PRICES shall be FIRM for a period beginning October 1, 2022 and ending September 30, 2024, items to be purchased as required.

**The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.**

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, August 11, 2022 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BIDITEM ITEM #33: CRUSHED CONCRETE FOR THE CITY OF HATTIESBURG  
SUBMITTED BY 10:00 A.M. THURSDAY, AUGUST 11, 2022**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 19th day of July, 2022.

CITY OF HATTIESBURG

BY:   
CITY CLERK

SPECIFICATIONS APPROVED BY:

  
City of Hattiesburg  
Public Works  
Dep Dir Streets

ITEM #33 - CRUSHED CONCRETE FOR THE PUBLIC SERVICES DEPARTMENT

| ITEM             | PRICE PER TON |
|------------------|---------------|
| Crushed Concrete |               |

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL=S NAME & TITLE

OFFICIAL=S SIGNATURE



# Memorandum

**To:** Mayor Toby Barker and Members of City Council

**From:** Lamar Rutland

**cc:**

**Date:** Tuesday, July 19, 2022

**Re:** Approve plans and specifications for the Midtown Green Drainage Improvements Project and authorize advertisement for bids for same.  
File Number: 2022-491  
Minute Book #

---

## Summary

Approve plans and specifications for the Midtown Green Drainage Improvements Project and authorize advertisement for bids for same.

## Recommendation Statement

I recommend approval of this item.

Please place this on the July 19, 2022 City Council meeting for consideration.

# CONTRACT DOCUMENTS

**CITY OF HATTIESBURG**

**DRAINAGE IMPROVEMENTS FOR  
MIDTOWN GREEN PARK  
HATTIESBURG, MS**



**JULY 2022**

**PREPARED BY:**

***Clearpoint***  
**CONSULTING ENGINEERS, P.A.**

6652 US Highway 98 | Hattiesburg, MS 39402  
t 601.261.2609 | f 601.261.5573 | [clearpointengineers.com](http://clearpointengineers.com)

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## **NOTICE TO CONTRACTORS**

### **CITY OF HATTIESBURG, MISSISSIPPI DRAINAGE IMPROVEMENTS FOR MIDTOWN GREEN PARK**

Sealed bids for the construction of the DRAINAGE IMPROVEMENTS FOR MIDTOWN GREEN PARK, for the City of Hattiesburg in Hattiesburg, Mississippi, will be received by the City of Hattiesburg, until 10:00 AM local time on Thursday, August 25<sup>th</sup>, 2022, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, and shortly thereafter will be opened and publicly read.

The work involved in the project includes construction new stormwater drainage piping, stormwater inlets, minor earthwork, tying to exiting drainage structures and placement of new curb and gutter at the proposed Midtown Green Park area located on Crestmont Avenue, Hattiesburg, MS as described in the Contract Documents. All documents required for bidding purposes may be obtained from Clearpoint Consulting Engineers, P.A., 6652 Hwy 98, Hattiesburg, MS, (601) 261-2609. A non-refundable deposit of \$100.00 is required at the time of request for a hard copy set of Contract Documents. Electronic copies of Contract Documents will be furnished to perspective bidders at no cost upon request. A copy of the Contract Documents may be examined at the office of Clearpoint Consulting Engineers, P.A., 6652 Hwy 98, Hattiesburg, MS during regular business hours. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at [www.hattiesburgmsbids.com](http://www.hattiesburgmsbids.com) and shall include a document representing the cover of the envelope containing the aforementioned criteria.

A bid bond or certified check in the amount of 5% of the bid will be required. The bid bond or certified check will be returned immediately to unsuccessful bidders. Bidders are hereby notified that any proposal accompanied by letters qualifying in any manner the condition under which the proposal is tendered will be considered an irregular bid and such proposals will not be considered in making the award.

A performance and payment bond, or equal, in the full amount of the contract will be required of the successful bidder. In lieu of a performance bond the successful bidder may post with the City of Hattiesburg, Mississippi, the full amount of the bid, in cash or its equivalent, conditioned for the prompt, proper and efficient performance of the contract; said cash or its equivalent to be held until the successful completion of the project.

Attention is called to the fact that contracts exceeding \$50,000 require contractors to be licensed under applicable laws of the State of Mississippi and have a certificate of responsibility.

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities, equipment, material and/or supply needs.

The City of Hattiesburg is an Equal Opportunity Employer. The City of Hattiesburg hereby notifies all Bidders that it will affirmatively insure that in any contract, entered into pursuant to this advertisement, all will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, marital or veteran status, or any other legally protected status in consideration for an award.

Bid preparation will be in accordance with the Instructions to Bidders bound in the Documents. The City of Hattiesburg reserves the right to waive irregularities and to reject any and/or all bids.

By: /s/ \_\_\_\_\_  
City Clerk  
City Of Hattiesburg, Mississippi

Advertise on:

Thursday, July 21, 2022  
Thursday, July 28, 2022

## INSTRUCTIONS TO BIDDERS

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## **ARTICLE 1 – DEFINED TERMS**

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

## **ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

## **ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 10 days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

- A. Evidence of Bidder's authority to do business in the state where the Project is located.
- B. Bidder's state or other contractor license number, if applicable.
- C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
- D. Other required information regarding qualifications

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

## **ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

#### 4.02 Existing Site Conditions

##### A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
  - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
  - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
  - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. Geotechnical Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.

The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data

furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

**4.03 *Site Visit and Testing by Bidders***

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

**4.04 *Owner's Safety Program***

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

**4.05 *Other Work at the Site***

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

**ARTICLE 5 – BIDDER'S REPRESENTATIONS**

**5.01 It is the responsibility of each Bidder before submitting a Bid to:**

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;



- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

## **ARTICLE 6 – PRE-BID CONFERENCE**

- 6.01 No pre-bid conference will be held for this project.

## **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

## **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

## **ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

## **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

## **ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS**

- 11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute and 5 days prior in the case of a proposed "or-equal." Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and "or-equal" materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General Conditions after the Effective Date of the Contract.

- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.
- 11.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and "or-equals" in accordance with the General Conditions.

## **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 If required by the Bid Documents, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a complete list of all the Subcontractors or Suppliers proposed for the completion of the Work.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06A.

## **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder's name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

#### **ARTICLE 14 – BASIS OF BID**

##### **14.01 Base Bid with Alternates**

- A. Bidders shall submit a Base Bid on a unit price basis for the base Bid and include separate unit price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

##### **14.02 *Unit Price***

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

##### **14.03 *Allowances***

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

## **ARTICLE 15 – SUBMITTAL OF BID**

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the location as designated in the Advertisement. The outside of the envelope (if not submitted electronically) containing the proposal shall bear the inscription:

Sealed Bid For:

Drainage Improvements for Midtown Green Park  
Hattiesburg, MS

BY

Certificate of Responsibility No. \_\_\_\_\_

State License No. \_\_\_\_\_

- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

## **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

## **ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

## **ARTICLE 20 – BONDS AND INSURANCE**

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.



## **ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

## BID FORM

Project Identification: **City of Hattiesburg, Drainage Improvements for Midtown Park**

Contract Identification and Number: **Contract No. 1**

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## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Hattiesburg  
200 Forrest Street  
Hattiesburg, Mississippi 39401**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| _____               | _____                |
| _____               | _____                |
| _____               | _____                |
| _____               | _____                |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of

such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price(s):

| Item No.                       | Bid Item                                               | Unit | Quantity | Unit Price | Extension |
|--------------------------------|--------------------------------------------------------|------|----------|------------|-----------|
| 017113-A                       | Mobilization-Demobilization                            | LS   | 1        |            |           |
| 022100-A                       | Clearing and Grubbing                                  | LS   | 1        |            |           |
| 023000-A                       | Borrow Material (PM)<br>(Class 9) (For Diversion Berm) | CY   | 140      |            |           |
| 023100-A                       | Light Linear Grading<br>(Along Back of Curb)           | LF   | 430      |            |           |
| 023300-A                       | Silt Fence                                             | LF   | 300      |            |           |
| 023900-A                       | 200# Rip-Rap with Filter Fabric                        | TON  | 55       |            |           |
| 026110-C                       | 18" HDPE Storm Drainage Pipe                           | LF   | 34       |            |           |
| 026110-D                       | 24" HDPE Storm Drainage Pipe                           | LF   | 27       |            |           |
| 026110-E                       | 30" HDPE Storm Drainage Pipe                           | LF   | 815      |            |           |
| 026110-F                       | 36" HDPE Storm Drainage Pipe                           | LF   | 24       |            |           |
| 033000-A                       | SS-2 Curb Inlet                                        | EA   | 2        |            |           |
| 033000-B                       | SS-2 Curb Inlet Extension                              | EA   | 1        |            |           |
| 033000-C                       | Junction Box                                           | EA   | 2        |            |           |
| 033000-D                       | Raised Grate Inlet                                     | EA   | 7        |            |           |
| 033000-E                       | Concrete Apron                                         | EA   | 2        |            |           |
| 033000-F                       | Branch Connection to Existing Box Culvert              | EA   | 1        |            |           |
| 033000-G                       | 30" RCP Flared End Section with Pipe Collar            | EA   | 2        |            |           |
| 060500-A                       | 10" Trench Grate (Inc. Hard Pipe Connection)           | LF   | 23       |            |           |
| 321216-A                       | Sawcut/Fill Asphalt along Toe of Curb and Gutter       | LF   | 384      |            |           |
| 321613-A                       | 24" Type I Curb and Gutter                             | LF   | 430      |            |           |
| 329219-A                       | Seeding, Fertilizing, and Mulching                     | LS   | 1        |            |           |
| 329220-A                       | Solid Sod                                              | SY   | 200      |            |           |
|                                |                                                        |      |          |            |           |
| <b>TOTAL OF BASE BID ITEMS</b> |                                                        |      |          |            |           |

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete within 150 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References;
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - F. Contractor's License No.: \_\_\_\_\_ **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### **ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

By:

*[Signature]*

*[Printed name]*

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_

\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_

*(where applicable)*



## BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

**City of Hattiesburg**  
**200 Forrest Street**  
**Hattiesburg, Mississippi 39401**

BID

Bid Due Date:

Description (*Project Name— Include Location*): **City of Hattiesburg, Drainage Improvements for Midtown Green Park**

BOND

Bond Number:

Date:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

Title \_\_\_\_\_

Title \_\_\_\_\_

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at

length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT  
PERMITTED BY LAWS AND REGULATIONS

**1. SUBMITTED BY:**

Official Name of Firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. SUBMITTED TO:**

\_\_\_\_\_

**3. SUBMITTED FOR:**

\_\_\_\_\_

Owner:

\_\_\_\_\_

Project Name:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TYPE OF WORK:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4. CONTRACTOR'S CONTACT INFORMATION**

Contact Person:

\_\_\_\_\_

Title:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

**5. AFFILIATED COMPANIES:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**6. TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

☐ PARTNERSHIP

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name of General Partner(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ CORPORATION

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Executive Officers:

- President: \_\_\_\_\_

- Vice President(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Treasurer: \_\_\_\_\_

- Secretary: \_\_\_\_\_

☐ LIMITED LIABILITY COMPANY

State of Organization:

\_\_\_\_\_

Date of Organization:

\_\_\_\_\_

Members:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ JOINT VENTURE

Sate of Organization:

\_\_\_\_\_

Date of Organization:

\_\_\_\_\_

Form of Organization:

\_\_\_\_\_

Joint Venture Managing Partner

- Name:

\_\_\_\_\_

- Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

- Name:

\_\_\_\_\_

- Address:

\_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

- Name:

\_\_\_\_\_

- Address:

\_\_\_\_\_

\_\_\_\_\_

**7. LICENSING**

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

**8. CERTIFICATIONS**

**CERTIFIED BY:**

Disadvantage Business Enterprise: \_\_\_\_\_

Minority Business Enterprise: \_\_\_\_\_

Woman Owned Enterprise: \_\_\_\_\_

Small Business Enterprise: \_\_\_\_\_

Other (\_\_\_\_\_): \_\_\_\_\_

**9. BONDING INFORMATION**

Bonding Company: \_\_\_\_\_

Address: \_\_\_\_\_

Bonding Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Aggregate Bonding Capacity: \_\_\_\_\_

Available Bonding Capacity as of date of this submittal: \_\_\_\_\_

EJCDC® C-451, Qualifications Statement.

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**10. FINANCIAL INFORMATION**

Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Account Manager: \_\_\_\_\_

Phone: \_\_\_\_\_

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE  
LAST 3 YEARS

**11. CONSTRUCTION EXPERIENCE:**

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

**12. SAFETY PROGRAM:**

Name of Contractor's Safety Officer: \_\_\_\_\_

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

|      |       |     |       |
|------|-------|-----|-------|
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |

Total Recordable Frequency Rate (TRFR) for the last 5 years:

|      |       |      |       |
|------|-------|------|-------|
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |

Total number of man-hours worked for the last 5 Years:

|      |       |                           |       |
|------|-------|---------------------------|-------|
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

|      |       |      |       |
|------|-------|------|-------|
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |

**13. EQUIPMENT:**

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC - STATE OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

## SCHEDULE A

### CURRENT EXPERIENCE

| Project Name | Owner's Contact Person          | Design Engineer                 | Contract Date | Type of Work | Status | Cost of Work |
|--------------|---------------------------------|---------------------------------|---------------|--------------|--------|--------------|
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |

## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person          | Design Engineer                 | Contract Date | Type of Work | Status | Cost of Work |
|--------------|---------------------------------|---------------------------------|---------------|--------------|--------|--------------|
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |

## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person          | Design Engineer                 | Contract Date | Type of Work | Status | Cost of Work |
|--------------|---------------------------------|---------------------------------|---------------|--------------|--------|--------------|
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |



### SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

## NOTICE OF AWARD

---

Date of Issuance:

Owner: City of Hattiesburg

Owner's Contract No.: 1

Engineer: John Anglin, P.E.

Engineer's Project No.: 1961C008

Project: Drainage Improvements for  
Midtown Green Park

Contract Name: Drainage Improvements for  
Midtown Green Park

Bidder:

Bidder's Address:

### TO BIDDER:

You are notified that Owner has accepted your Bid dated August 1, 2018 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**City of Hattiesburg, Drainage Improvements for Midtown Park Green**  
***Base Bid & Alternate Bid Item 16950***

The Contract Price of the awarded Contract is: \_\_\_\_\_

5 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents (except Drawings) accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

2 sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 5 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner: **City of Hattiesburg**

Authorized Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

Copy: Engineer

THIS AGREEMENT is by and between City of Hattiesburg ("Owner") and  
("Contractor").

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$200.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$200.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 *Special Damages*

**DELETED**

---

### **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

---

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the unit prices stated in Contractor's Bid, attached hereto as an exhibit.

### **ARTICLE 6 – PAYMENT PROCEDURES**

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the      day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. **95** percent of Work completed (with the balance being retainage); ~~if the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
  - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of **3** percent per annum.

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 6, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 65, inclusive).
  - 5. Supplementary Conditions (pages 1 to 4, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings (not attached but incorporated by reference) consisting of 6 sheets with each sheet bearing the following general title: City of Hattiesburg, Drainage Improvements for Midtown Green Park
  - 8. Addenda (numbers 1 to 1, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 5, inclusive).
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.

- b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents 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.

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;



3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Hattiesburg

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

300 Forrest Avenue

Hattiesburg, MS, 39401

License No.: \_\_\_\_\_

*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

## PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

**City of Hattiesburg  
200 Forrest Street  
Hattiesburg, Mississippi 39401**

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: **City of Hattiesburg, Drainage Improvements for Midtown Green Park**

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

## PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

**City of Hattiesburg**  
**200 Forrest Street**  
**Hattiesburg, Mississippi 39401**

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: **City of Hattiesburg, Drainage Improvements for Midtown Green Park**

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
*(seal)*

Contractor's Name and Corporate Seal

\_\_\_\_\_  
*(seal)*

Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
  2. The name of the person for whom the labor was done, or materials or equipment furnished;
  3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  4. A brief description of the labor, materials, or equipment furnished;
  5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:



### NOTICE TO PROCEED

---

|             |                                                 |                             |                                                 |
|-------------|-------------------------------------------------|-----------------------------|-------------------------------------------------|
| Owner:      | City of Hattiesburg                             | Owner's Contract No.:       | 1                                               |
| Contractor: |                                                 | Contractor's Project No.:   |                                                 |
| Engineer:   | John Anglin, P.E.                               | Engineer's Project No.:     | 91062001                                        |
| Project:    | Drainage Improvements for<br>Midtown Green Park | Contract Name:              | Drainage Improvements for<br>Midtown Green Park |
|             |                                                 | Effective Date of Contract: |                                                 |

---

#### TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_, 20 \_\_\_\_\_. [see Paragraph 4.01 of the General Conditions]

On or before that date, Contractor shall start performing its obligations under the Contract Documents. In accordance with the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_ **or** the number of days to achieve Substantial Completion is \_\_\_\_\_, and the number of days to achieve readiness for final payment is \_\_\_\_\_.

Before starting any Work at the Site, Contractor must comply with the following:

- a. Paragraph 2.01.B of the General Conditions provides that You and the Owner must each deliver to the other (with copies to the Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.
- b. Attend a pre-construction meeting scheduled for \_\_\_\_\_, 20 \_\_\_\_ at \_\_\_\_\_ pm at the USDA RD Area Office located at 1395 Johnny Johnson Drive, suite D, Brookhaven, MS 39601.

---

Owner: **City of Hattiesburg**

Authorized Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Copy: Engineer



# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *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 Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *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 Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, 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.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *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.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *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 Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *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.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *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 Contract Documents.

37. *Site*—Lands or areas indicated in the 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.
38. *Specifications*—The part of the Contract 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.
39. *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.
40. *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 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.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *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.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the 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 Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **2.01 *Delivery of Bonds and Evidence of Insurance***

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

#### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor 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.

### **ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### **3.01 *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

#### **3.02 *Reference Standards***

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

#### **3.03 *Reporting and Resolving Discrepancies***

- A. *Reporting Discrepancies:*
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Drawings prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the 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 is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **5.02 *Use of Site and Other Areas***

- A. *Limitation on Use of Site and Other Areas:*
  - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  2. is of such a nature as to require a change in the Drawings or Specifications; or
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,



- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
  - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
  - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

#### 6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  2. claims for damages insured by reasonably available personal injury liability coverage.
  3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result



of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
  - 1. include at least the specific coverages provided in this Article.
  - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

## 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall 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 insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

## 6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

### **7.01   *Supervision and Superintendence***

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### **7.02   *Labor; Working Hours***

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

### **7.03   *Services, Materials, and Equipment***

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
  - C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
  - D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
  - E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
  - F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

#### 7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.



- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

#### 7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
  - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
  - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
  - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
  - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
  - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

##### A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop



Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

## 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

## 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **9.01    *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02    *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### **9.03    *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04    *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05    *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06    *Insurance***

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### **9.07    *Change Orders***

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein 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.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

### **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under



the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. *Engineer's Action:* Engineer will review each Change Proposal 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 Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* 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 is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### ARTICLE 12 – CLAIMS

#### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 Cost of the Work**

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
  1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### 13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### 14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.



- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### **15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
  - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. 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.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. 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 responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

- A. *Application for Payment:*
  - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

**B. *Engineer's Review of Application and Acceptance:***

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

**C. *Completion of Work:*** The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

**D. *Payment Becomes Due:*** Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.



- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18 – MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### **18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **18.03 *Cumulative Remedies***

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. 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 Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

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#### **SC 1.01.A.20 Add the following language to the end of Paragraph 1.01.A.20:**

The Engineer's Consultants on this project are: John C. Anglin, P.E., Project Engineer.

#### **SC 1.01.A.48 Add the following language at the end of the last sentence of Paragraph 1.01.A.48:**

A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

**SC 1.01.A.49 Add the following new Paragraph after 1.01.A.48:**

Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

**SC 2.02.A Amend the first sentence of Paragraph 2.02.A. to read as follows:**

Owner shall furnish to Contractor five copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

**SC 4.01.A Amend the last sentence of Paragraphs 4.01.A by striking out the following words:**

In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

**SC 4.05.C.2 Amend paragraph 4.05.C.2 by striking out the following text: “abnormal weather conditions;” and inserting the following text:**

Abnormal Weather Conditions;

**SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:**

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

**SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:**

- C. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

- |                                              |            |
|----------------------------------------------|------------|
| a. State:                                    | Statutory  |
| b. Applicable Federal (e.g., Longshoremen’s) | Statutory  |
| c. Employer’s Liability                      | \$ 500,000 |

- 2. Contractor’s General Liability under Paragraphs 6.03.B through 6.03.C of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:

- a. General Aggregate \$2,000,000
- b. Products - Completed Operations Aggregate \$1,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
- e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
- f. Excess or Umbrella Liability
  - 1) General Aggregate \$5,000,000
  - 2) Each Occurrence \$5,000,000

3. Automobile Liability under Paragraph 6.03.D of the General Conditions:

- a. Bodily Injury:
  - Each Person \$1,000,000
  - Each Accident \$1,000,000
- b. Property Damage:
  - Each Accident \$1,000,000
- c. Combined Single Limit of \$1,000,000

4. The Contractual Liability coverage required by paragraph 6.03.E of the General Conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
  - Each Person \$2,000,000
  - Each Accident \$2,000,000
- b. Property Damage:
  - Each Accident \$2,000,000
  - Annual Aggregate \$2,000,000

5. Property insurance under paragraph 6.03.F of the General Conditions:

- a. Builder's Risk \$ Equal to value of work

**SC 7.04.A Amend the third sentence of Paragraph 7.04.A by striking out the following words:**

Unless the specifications or description contains or is followed by words reading that no like, equivalent, or 'or-equal' item is permitted.

**SC 7.04.A.1 Amend the last sentence of Paragraph a.3 by striking out "and;" and adding a period at the end of Paragraph a.3.**

**SC 7.04.A.1 Delete paragraph 7.04.A.1.a.4 in its entirety and insert the following in its place:**

**[DELETED]**

**SC 7.06.A Amend Paragraph 7.06.A by adding the following text to the end of the Paragraph:**

The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

**SC 7.06.B Delete 7.06.B in its entirety and insert the following in its place:**

**[DELETED]**

**SC 7.06.E Amend the second sentence of Paragraph 7.06.E by striking out “Owner may also require Contractor to retain specific replacements; provided, however, that”.**

**SC 10.03.A Add the following language at the end of paragraph 10.03.A:**

The Engineer will provide Resident Project Representative services for this project. The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative will be as stated in Exhibit D of the Agreement Between Owner and Engineer, E-500, 2013 Edition, as amended and executed for this specific Project.

**SC 13.02.C Delete Paragraph 13.02.C in its entirety and insert the following in its place:**

**[DELETED]**

**SC 15.01.B Amend the second sentence of Paragraph 15.01.B.1 by striking out the following text: “a bill of sale, invoice, or other.”**

**SC 15.01.B.3 Add the following language at the end of paragraph 15.01.B.3:**

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

**SC 15.02.A Amend Paragraph 15.02.A by striking out the following text: “no later than seven days after the time of payment by Owner” and insert “no later than the time of payment by Owner.”**



## Contractor's Application for Payment No. \_\_\_\_\_

|                       |                           |                         |
|-----------------------|---------------------------|-------------------------|
| Application Period:   |                           | Application Date:       |
| To (Owner):           | From (Contractor):        | Via (Engineer):         |
| Project:              | Contract:                 |                         |
| Owner's Contract No.: | Contractor's Project No.: | Engineer's Project No.: |

### Application For Payment Change Order Summary

| Approved Change Orders |           |            | 1. ORIGINAL CONTRACT PRICE.....                                | \$ _____ |
|------------------------|-----------|------------|----------------------------------------------------------------|----------|
| Number                 | Additions | Deductions | 2. Net change by Change Orders.....                            | \$ _____ |
|                        |           |            | 3. Current Contract Price (Line 1 ± 2).....                    | \$ _____ |
|                        |           |            | 4. TOTAL COMPLETED AND STORED TO DATE                          |          |
|                        |           |            | (Column F total on Progress Estimates).....                    | \$ _____ |
|                        |           |            | 5. RETAINAGE:                                                  |          |
|                        |           |            | a. X _____ Work Completed.....                                 | \$ _____ |
|                        |           |            | b. X _____ Stored Material.....                                | \$ _____ |
|                        |           |            | c. Total Retainage (Line 5.a + Line 5.b).....                  | \$ _____ |
|                        |           |            | 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....            | \$ _____ |
|                        |           |            | 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ _____ |
|                        |           |            | 8. AMOUNT DUE THIS APPLICATION.....                            | \$ _____ |
|                        |           |            | 9. BALANCE TO FINISH, PLUS RETAINAGE                           |          |
|                        |           |            | (Column G total on Progress Estimates + Line 5.c above).....   | \$ _____ |
| TOTALS                 |           |            |                                                                |          |
| NET CHANGE BY          |           |            |                                                                |          |
| CHANGE ORDERS          |           |            |                                                                |          |

### Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

### Contractor Signature

|     |       |
|-----|-------|
| By: | Date: |
|-----|-------|

|                    |                                             |                                                            |
|--------------------|---------------------------------------------|------------------------------------------------------------|
| Payment of:        | \$ _____                                    | (Line 8 or other - attach explanation of the other amount) |
| is recommended by: | _____                                       | _____ (Date)                                               |
|                    | (Engineer)                                  |                                                            |
| Payment of:        | \$ _____                                    | (Line 8 or other - attach explanation of the other amount) |
| is approved by:    | _____                                       | _____ (Date)                                               |
|                    | (Owner)                                     |                                                            |
| Approved by:       | _____                                       | _____ (Date)                                               |
|                    | Funding or Financing Entity (if applicable) |                                                            |

### Progress Estimate - Lump Sum Work

## Contractor's Application

[illegible]

### Progress Estimate - Unit Price Work

## Contractor's Application

[illegible]

## Stored Material Summary

## Contractor's Application

[illegible]

**Change Order No. \_\_\_\_\_**

|                                                       |                                                             |
|-------------------------------------------------------|-------------------------------------------------------------|
| Date of Issuance:                                     | Effective Date:                                             |
| Owner: City of Hattiesburg                            | Owner's Contract No.: 1                                     |
| Contractor:                                           | Contractor's Project No.:                                   |
| Engineer: Clearpoint Consulting Engineers             | Engineer's Project No.:                                     |
| Project: Drainage Improvements for Midtown Green Park | Contract Name: Drainage Improvements for Midtown Green Park |

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

| CHANGE IN CONTRACT PRICE                                                                       | CHANGE IN CONTRACT TIMES<br><i>[note changes in Milestones if applicable]</i>                                                                                 |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br>\$ _____                                                           | Original Contract Times:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates                                                  |
| [Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:<br>\$ _____ | [Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days |
| Contract Price prior to this Change Order:<br>\$ _____                                         | Contract Times prior to this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates                                |
| [Increase] [Decrease] of this Change Order:<br>\$ _____                                        | [Increase] [Decrease] of this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates                               |
| Contract Price incorporating this Change Order:<br>\$ _____                                    | Contract Times with all approved Change Orders:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates                           |

|                        |                              |             |                                   |             |             |
|------------------------|------------------------------|-------------|-----------------------------------|-------------|-------------|
| RECOMMENDED:           |                              | ACCEPTED:   |                                   | ACCEPTED:   |             |
| By: _____              | By: _____                    | By: _____   | By: _____                         | By: _____   | By: _____   |
| Engineer (if required) | Owner (Authorized Signature) |             | Contractor (Authorized Signature) |             |             |
| Title: _____           | Title _____                  | Title _____ | Title _____                       | Title _____ | Title _____ |
| Date: _____            | Date _____                   | Date _____  | Date _____                        | Date _____  | Date _____  |

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## CERTIFICATE OF SUBSTANTIAL COMPLETION

|                                                       |                                                             |
|-------------------------------------------------------|-------------------------------------------------------------|
| Owner: City of Hattiesburg                            | Owner's Contract No.: 1                                     |
| Contractor:                                           | Contractor's Project No.:                                   |
| Engineer: John Anglin, P.E.                           | Engineer's Project No.: 1961c008                            |
| Project: Drainage Improvements for Midtown Green Park | Contract Name: Drainage Improvements for Midtown Green Park |

**This [preliminary] [final] Certificate of Substantial Completion applies to:**

☐ All Work ☐ The following specified portions of the Work:

### Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None  
☐ As follows

Amendments to Contractor's responsibilities: ☐ None  
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

| EXECUTED BY ENGINEER:               | RECEIVED:                                 | RECEIVED:                                      |
|-------------------------------------|-------------------------------------------|------------------------------------------------|
| By: _____<br>(Authorized signature) | By: _____<br>Owner (Authorized Signature) | By: _____<br>Contractor (Authorized Signature) |
| Title: _____                        | Title: _____                              | Title: _____                                   |
| Date: _____                         | Date: _____                               | Date: _____                                    |

# **TECHNICAL SPECIFICATIONS**

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## SECTION 010250

### MEASUREMENT AND PAYMENT

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed herein.
- B. The items listed below beginning with Article 1.03, refer to and are the same pay items listed in the Proposal. They constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

##### 1.02 ENGINEER'S ESTIMATE OR QUANTITIES

The ENGINEER'S estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the grounds or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

##### 1.03 GENERAL SECTIONS

###### 017113 MOBILIZATION

- A. METHOD OF MEASUREMENT: Measurement for payment will be in accordance with the following schedule:
1. Will be eligible for payment of sixty (60) percent of the amount bid for mobilization with the first pay application.
  2. The remaining forty (40) percent of the amount bid for mobilization will be eligible for payment with the final pay application or substantial completion of the project.
- B. BASIS OF PAYMENT: Mobilization will be paid for at the contract lump sum price, which shall be full compensation for completing the work specified.

Payment will be made under:

Item 017113: Mobilization..... Lump Sum (LS)

## SECTION 010250

### MEASUREMENT AND PAYMENT

#### 022100 CLEARING AND GRUBBING

- A. METHOD OF MEASUREMENT: The area included under this item will be the entire area within the construction as shown on the plans. All area to be cleared and grubbed should be approved by the engineer and is to be included in this item as a lump sum.
- C. BASIS OF PAYMENT: Mobilization will be paid for at the contract lump sum price, which shall be full compensation for completing the work specified.

Payment will be made under:

Item 022100-A: Clearing and Grubbing..... Lump Sum (LS)

#### 023000 EARTHWORK

- A. METHOD OF MEASUREMENT: Items of excavation listed will, unless otherwise specified, be measured as follows:

FINAL MEASUREMENT (FM): Whenever this method of measurement is used, the excavation will be measured in its original position and the material actually removed, as ordered as hereinbefore prescribed, shall be computed by the method of average and areas of the sections by plotting or superimposing the final cross-section elevations and measurements onto the original plan cross-sections.

PLAN MEASUREMENT (PM): Whenever this method of measurement is used, cross-section templates, reflecting the grades, slopes and sections shown in the original plans, will be plotted or superimposed onto the original plan cross-sections at the time of bidding. The embankment volume delineated by these cross-section templates will then be computed by the method of average and areas. If the excavation and embankment work can be completed according to the grades, slopes and sections shown on the original plans, then the quantity computed as set out above and shown on the original plans will be the measurement for final payment.

If, during construction, however, the Engineer finds it necessary to change the grades, slopes and sections to effect a balancing of excavation and embankment quantities, or if such changes are ordered for any other reasons, cross-section templates reflecting the revised grades, slopes and sections will likewise be plotted or superimposed onto the original plan cross-sections. The excavation volume, delineated by these revised sections, will then be computed by the method of average and areas and the revised quantities so computed and reflecting any increased or decreased volume will be the measurement for final payment.

The Engineer reserves the right to measure the completed work, in whole or in part, by Final Measurement (FM) in which case the Final Measurement method shall govern.

## **SECTION 010250**

### **MEASUREMENT AND PAYMENT**

LOOSE VEHICLE MEASUREMENT (LVM): Whenever this method of measurement is specified, the granular material will be measured in the hauling vehicle at the point of deposit.

FINAL MEASUREMENT EMBANKMENT (F.M.E.): Required embankment constructed of Borrow Excavation properly constructed, maintained and accepted, will be measured in its final position by the cubic yard, average end area method, within allowable tolerances, complete-in-place. Subsidence if it occurs will not be measured for payment. Haul will not be measured for payment when the material is required to be furnished by the Contractor. The pay item description for such excavation will contain the symbol (A.H.) meaning absorbed haul.

- A. BASIS OF PAYMENT: Items in this section, measured in accordance with 2.01, will be paid for at the contract unit price per cubic yard, which shall be in full compensation for completing the work as specified.

Work covered under this pay item shall include but not be limited to bulk movement and redistribution of subgrade material, hauling placement, and compaction of materials, and re-distribution of topsoil on slopes.

- A. Pay Item No. 023000-A: Borrow Material (PM) – Per Cubic Yard Work covered under this item shall include bulk movement and redistribution of subgrade material, hauling, placement, and compaction of materials. The material utilized shall be obtained by the contractor offsite.

#### **023100 LINEAR GRADING**

- A. METHOD OF MEASUREMENT:

1. Accepted linear grading will be measured per linear foot as specified in the proposal.

- B. BASIS OF PAYMENT: Linear grading, measured as provided above, will be paid for at the contract unit price bid per square yard for :

1. Light Linear Grading which will be payment in full for plowing, scarifying, pulling ditches, shaping, and compacting the roadway to the lines and grades shown in the plans. Any additional borrow material needed for adequate drainage, filling to back of curb, etc. should be included in this pay item. All offsite material used shall be meet class 9 specifications.
2. In either case the contract unit price bid will be full compensation for all equipment, tools, labor and incidentals necessary to complete work. Payment will be made under:

## SECTION 010250

### MEASUREMENT AND PAYMENT

Bid Item: 023100-A - Light Linear Grading..... per Linear Foot (LF)

#### 023300 SILT FENCE

- A. METHOD OF MEASUREMENT: Temporary silt fence, complete in place and acceptable will be measured by the linear foot.
- B. BASIS OF PAYMENT:
1. Temporary silt fence will be paid for at the contract unit price per linear foot which shall be full compensation for completing the work specified.

Bid Item: 023300-A – Silt Fence .....Per Linear Foot (LF)

#### 023900 ROCK RIPRAP

- A. MEASUREMENT:
1. Grouted riprap complete in place and accepted will be measured by the square yard.
  2. Separate measurement or payment will not be made for grout or filter fabric and the cost thereof shall be included in the compensation for grouted riprap.
  3. Loose riprap complete in place and accepted will be measured in tons as specified. Tons or fractions thereof will be determined by railway weights or other satisfactory and approved weighing methods.
  4. Filter fabric is to be included and absorbed in this pay item as payment for loose riprap by the ton.

B. BASIS OF PAYMENT:

1. Loose riprap with filter fabric will be paid for at the contract unit price per ton.

Item: 023900-A Loose Rock Riprap (200 lbs).....per Ton

#### 026110 CORRUGATED SMOOTH BORE POLYETHYLENE PIPE

- A. METHOD OF MEASUREMENT: The length of pipe shall be measured by the

## SECTION 010250

### MEASUREMENT AND PAYMENT

linear feet complete in place and accepted. End section, headwalls, branch connections, and other appurtenances for which pay items are listed will be measured by the number of units of the kind and size specified. The bedding material, tee connections, and stub outs are to be absorbed in this pay item.

#### B. BASIS OF PAYMENT:

1. Accepted quantities of pipe will be paid for at the contract unit price per linear foot and appurtenances as each item as notes.

|              |                                        |                      |
|--------------|----------------------------------------|----------------------|
| Item 2611-A: | 12" Corrugated Polyethylene Pipe ..... | Per Linear Foot (LF) |
| Item 2611-B: | 15" Corrugated Polyethylene Pipe.....  | Per Linear Foot (LF) |
| Item 2611-C: | 18" Corrugated Polyethylene Pipe.....  | Per Linear Foot (LF) |
| Item 2611-D: | 24" Corrugated Polyethylene Pipe.....  | Per Linear Foot (LF) |
| Item 2611-E: | 30" Corrugated Polyethylene Pipe.....  | Per Linear Foot (LF) |
| Item 2611-F: | 36" Corrugated Polyethylene Pipe.....  | Per Linear Foot (LF) |

## 033000 CAST-IN-PLACE CONCRETE

- #### A. METHOD OF MEASUREMENT:
- Concrete structures shall be constructed according to provided details to elevations and dimensions as noted in the construction drawings.

#### B. BASIS OF PAYMENT:

1. Storm sewer inlets will be paid for at the contract unit price per each.  
Bid Item: 033000-A – Storm Sewer Curb Inlet (Type SS-2).....Per Each (EA)
2. Storm sewer inlet extensions will be paid for at the contract unit price per each.  
Bid Item: 033000-B – Storm Sewer Curb Inlet Extension (Type SS-2).Per Each (EA)
3. Junction boxes will be paid for at the contract unit price per each.  
Bid Item: 033000-C – Junction Box ..... Per Each (EA)
4. Raised Grate Inlets will be paid for at the contract unit price per each.  
Bid Item: 033000-D – Junction Box ..... Per Each (EA)
5. Concrete Apron work will be paid for at the contract unit price per square yard.

## SECTION 010250

### MEASUREMENT AND PAYMENT

Bid Item: 033000-E – Concrete Apron ..... Per Each (EA)

6. Branch Connection to Existing Box Culvert work will be paid for at the contract unit price per each.

Bid Item: 033000-F – Branch Connection to

Existing Box Culvert ..... Per Each (EA)

7. 30" RCP Flared End Section with Pipe Collar work will be paid for at the contract unit price per each.

Bid Item: 033000-G – 30" RCP Flared End Section

with Pipe Collar ..... Per Each (EA)

### 321613 CURB AND GUTTERS

- A. METHOD OF MEASUREMENT: Curb and Gutters shall be constructed according to provided details to elevations and dimensions as noted in the construction drawings.
- B. BASIS OF PAYMENT:
1. Type I Curb and Gutter will be paid for at the contract unit price per Linear Foot.

Bid Item: 321613-A –Type I Curb and Gutter .....Per Linear Foot (LF)

### 060500 TRENCH DRAIN

- A. METHOD OF MEASUREMENT: The length for concrete trench and grate drain, complete in place, will be measured by the linear foot by multiplying the number of commercial lengths by the nominal length per section. All work involved for placing concrete, steel and grate in place as detailed in the contract drawings and documents and per manufacturers recommendations should be included in this pay item per linear foot. The cost of the hard pipe connection to the existing drainage pipe as noted in the contract plans should be absorbed in this pay item.
- B. BASIS OF PAYMENT: Accepted quantities of pipe and slotted drain will be paid for at the contract unit price per linear foot.

The prices thus paid shall be full compensation for completing the work specified. Materials or work for which a pay item is not included and are necessary to complete the work under this section shall be furnished or performed and shall be considered incidental to the completed construction.

Bid Item: 060500-A – Trench Drain .....Per Linear Foot (LF)

## SECTION 010250

### MEASUREMENT AND PAYMENT

#### 321216 SAWCUT/FILL ASPHALT ALONG TOE OF CURB AND GUTTER

- A. METHOD OF MEASUREMENT: The length for the sawcutting of the existing pavement and the filling of the gap between the existing pavement and the new curb and gutter will be measured by the linear foot. All work involved for sawcutting the existing pavement and producing, placing, and compacting the new asphalt will be paid per linear foot.
- B. BASIS OF PAYMENT: Accepted quantities sawcutting and placement of new asphalt will be paid for at the contract unit price per linear foot.

The prices thus paid shall be full compensation for completing the work specified. Materials or work for which a pay item is not included and are necessary to complete the work under this section shall be furnished or performed and shall be considered incidental to the completed construction.

Bid Item: 321216-A – Sawcut/Fill Asphalt along toe of

Curb and gutter.....Per Linear Foot (LF)

#### 329219 ESTABLISHMENT OF VEGETATION

- A. Seeding, Fertilizing, and Mulching shall be paid for as Lump Sum item, for all disturbed area that required seeding, fertilizing and mulching. Payment will be made under:

Item 329219-A Seed, Fertilize, and Mulch.....per Lump Sum (LS)

#### 329220 SOLID SOD

- A. METHOD OF MEASUREMENT: Solid sodding, complete in place and accepted, will be measured by the square yard. If solid sodding is required by the contract, or ordered by the Engineer, on a section graded under a previous contract, required excavation, exclusive of trenching out and fine grading, will be measured under the appropriate excavation item of the contract, or as Extra Work.
- B. BASIS OF PAYMENT:
1. Solid sodding will be paid for at the contract unit price per square yard which shall be full compensation for completing the work specified.

Bid Item: 329220-A – Solid Sodding .....Per Square Yard (SY)

**SECTION 010250**  
**MEASUREMENT AND PAYMENT**



## SECTION 011100

### SUMMARY OF WORK

#### PART 1 - GENERAL

- 1.01 Pre-qualifications of Bidders. Refer to Instructions for Bidders.
- 1.02 Contractor is to furnish all labor, material, tools, equipment, business license, and full time supervision to complete the project as called for in the Contract Documents and Specifications.
- 1.03 Contractor is responsible for visiting the site to become familiar with existing conditions. Refer to Section S-102.05 of the Mississippi Standard Specifications for State Aid Road and Bridge Construction.
- 1.04 All work described in the Contract Documents shall be performed by the Contractor, or his approved subcontractors, who shall bear all responsibility for it and who shall willingly submit to inspection of and review of the work at all times by representatives of the State Department of Health, the Engineer, the Owner, and/or the Owner's designated representative.
- 1.05 WARRANTY
- A. The Contractor shall warrant all equipment, materials, products, and workmanship provided by the Contractor under these Contract Documents for a period of twelve (12) months, unless longer periods are specified elsewhere, after the date of substantial completion\* of the work.
  - B. If, during the warranty period (a) any equipment, materials, or products furnished and/or installed by the Contractor are found to be defective in service by reason of the Contractor's faulty process, structural and/or mechanical design or specifications, or (b) any equipment, materials, or products furnished and/or installed by the Contractor are found to be defective by reason of defects in material or workmanship, the Contractor shall, as soon as possible after receipt of written notice from the Owner, repair or cause to be repaired such defective equipment, materials or products at no additional cost to the owner.
  - C. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.
  - D. **\*SUBSTANTIAL COMPLETION** - That date as accepted by the OWNER in writing when the construction of the entire **PROJECT** is 100% complete and operational, in accordance with the **CONTRACT DOCUMENTS**, and the Owner has obtained beneficial occupancy or such requirements that may be imposed by applicable state laws.

- 1.06 The Contractor shall prepare a set of “As-built” mark-ups of water and sewer improvements installed under the contract. Refer to Section 013223 – Survey and Layout Data.
- 1.07 All local permits, licenses, fees, etc., which are required for the performance of this work will be the responsibility of the Contractor.
- 1.08 Clean-up and disposal of any debris associated with this scope of work will be the responsibility of the Contractor. Contractor to provide his own dumpsters. Refer to Section S-104.07 of the Mississippi Standard Specifications for State Aid Road and Bridge Construction.
- 1.09 The Contractor is responsible for following all local, state, and federal storm water regulations.
- 1.10 Contractor shall remove topsoil to the specified depths and as directed by the Engineer and store on site in designated area identified on the plans. Contractor shall plate areas prior to grassing as shown on the plans.
- 1.11 All trash and debris shall be removed from site by the Contractor. Contractor will be responsible for removing debris from the site and disposing of it in a satisfactory manner.
- 1.13 The Owner will designate any trees that are to be saved. Specific care will be taken by the Contractor as not to damage any trees as may be designated to be saved.
- 1.14 Contractor shall be responsible for keeping all public roadways clean during the execution of the work.
- 1.15 Contractor shall provide dust control as required during the execution of the work.
- 1.16 The Contractor shall prepare a construction schedule to be submitted to and accepted by the OWNER, prior to commencement of construction.
- 1.17 Contractor shall re-seed, mulch, and fertilize all areas disturbed by construction activities and assure a complete stand of grass is achieved.
- 1.18 The Contractor will be responsible for all dewatering and temporary shoring associated with the work.
- 1.19 The location of existing utilities indicated is approximate and those shown on the plans are not necessarily all that may exist on the site. The Contractor shall verify the location of existing utilities on the project site, whether indicated on the plans or not, and shall promptly repair those which are damaged by his construction operation.
- 1.20 The Contractor shall adequately protect all active utilities from damage and remove or relocate only as directed or specified. Inactive and abandoned utilities encountered during excavating and grading activities shall be reported to the

Engineer.

- 1.21 The Contractor shall meet the requirements of the M.U.T.C.D. for this project.
- 1.22 The Contractor's employees shall park in a manner that will not obstruct traffic on State and City streets.
- 1.23 The Contractor shall be responsible for all construction surveys, staking and layout.
- 1.24 All work herein described shall be done in a workmanship-like manner. The Contractor shall maintain the job site in a neat, orderly and organized manner. Daily clean up of work areas and prompt disposal of trash, used materials and other disposables shall be required.
- 1.25 The Contractor is required to provide sanitary facilities for his personnel. Portable toilets of sufficient number shall be provided in locations approved by the Engineer.
- 1.26 The Contractor shall be responsible for all damage done to any facility by its labor force and/or equipment. The operation of equipment of such weight, or so loaded, as to cause damage to roadways, pavements, structures, shoulders, or any other type construction will be conducted at the Contractor's risk. When or where any direct or indirect damage is done in the execution of the work by the Contractor, he/she shall restore at his/her expense such facility to a condition similar or equal to that existing before such damage was done by repairing, rebuilding, or otherwise restoring as may be directed by the Engineer.
- 1.27 The Contractor(s) shall be responsible for notifying the Engineer and/or its resident project representative (RPR) of days when construction activities will not take place. If the Contractor(s) fails to do so, it shall pay all expenses of the RPR being at the site on those days when work was scheduled to be performed, but wasn't. The costs incurred by the Engineer or its RPR shall be deducted from the monthly invoices submitted for work performed by the Contractor(s).
- 1.28 For items to be constructed on the project site and to remain in place, only new material are to be installed. Used materials are not allowed to be installed.
- 1.29 The Contractor shall assign a competent and experienced superintendent (in their employ) to be on site at all times during all phases of construction. Work on the project site shall cease if the superintendent is not on site.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**PART 4 – COMPENSATION (NOT USED)**

**\* \* END OF SECTION \* \***

## **SECTION 011110**

### **TRANSPORTATION, HANDLING, STORAGE AND PROTECTION**

#### **PART I - GENERAL**

The Contractor shall provide transportation of all equipment, materials, and products furnished under these Contract Documents to the site of the work. In addition, the Contractor shall provide preparation for shipment and storage, unloading, handling and rehandling, short-term storage, extended storage, storage facilities, maintenance and protection during storage, preparation for installation, and all other work and incidental items necessary or convenient to the Contractor for the satisfactory prosecution and completion of the work.

#### **PART II – PRODUCTS (NOT USED)**

#### **PART III - EXECUTION**

##### **A. TRANSPORTATION**

1. All equipment shall be suitably boxed, crated, or otherwise protected during transportation.
2. All equipment shall be shipped and delivered in the largest assembled sections practical or permitted by carrier regulations to minimize the number of field connections.
3. The Contractor shall be responsible for ensuring that the equipment is assembled and transported in such a manner so as to clear buildings, power lines, bridges, and similar structures encountered during shipment or delivery to the site of the work.

##### **B. HANDLING**

1. All equipment, materials, and products shall be carefully handled to prevent damage or excessive deflections during unloading or transportation. All equipment, materials and products damaged during transportation or handling shall be repaired or replaced at the Owner's option by the Contractor at no additional cost to the Owner prior to being incorporated into the work.
2. Under no circumstances shall equipment or products such as pipe, structural steel, casting, reinforcement, lumber, piles, poles, etc. be thrown or rolled off of trucks onto the ground.
3. Items such as nonmetallic pipe, nonmetallic conduit, flagpoles, and lighting poles shall be handled using nonmetallic slings or straps.

##### **C. STORAGE AND PROTECTION**

1. Equipment shall be received, inspected, unloaded, handled, stored, maintained, and protected by the Contractor in a suitable location on or off site, if necessary, until such time as installation is required.
2. The Contractor shall be responsible for providing satisfactory storage facilities which are acceptable to the Engineer.
3. Equipment, materials and products which are stored in a satisfactory warehouse acceptable to the Engineer will be eligible for progress payments as though they had been delivered to the job site.

4. The Contractor shall be responsible for the maintenance and protection of all equipment, materials, and products placed in storage and shall bear all costs of storage, preparation for transportation, rehandling, and preparation for installation.
5. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending between supports. Items such as pipe, structural steel, and sheet construction products shall be stored with one end elevated to facilitate drainage.
6. Unless otherwise permitted in writing by the Engineer, building products and materials such as cement, grout, plaster, gypsumboard, particleboard, resilient flooring, acoustical tile, paneling, finish lumber, insulation, wiring, etc., shall be stored indoors in a dry location. Building products such as rough lumber, plywood, concrete block, and structural tile may be stored outdoors under a properly secured waterproof covering.
7. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

#### **PART IV – COMPENSATION (NOT USED)**

**\* \* END OF SECTION \* \***

## **SECTION 011805**

### **MATERIAL AND EQUIPMENT**

#### **PART 1 — GENERAL**

##### **1.01 TRANSPORTATION**

- A. CONTRACTOR shall make all arrangements for transportation of equipment and materials required for prosecution and completion.
- B. Shipments of materials to CONTRACTOR or SUBCONTRACTORS shall be delivered to the site only during regular working hours. Shipments shall be addressed and consigned to the proper party giving name of Project, street address, and city. Shipments shall not be delivered to OWNER except where otherwise directed.
- C. If necessary to move stored materials and equipment during construction, CONTRACTOR shall move or cause to be moved materials and equipment without any additional compensation.

##### **1.02 DELIVERY**

- A. Arrange deliveries of products in accordance with construction schedules and in ample time to facilitate inspection prior to installation.
- B. Coordinate deliveries to avoid conflict with Work and conditions at site and to accommodate the following:
  - 1. Work of other CONTRACTORS, or OWNER.
  - 2. Limitations of storage space.
  - 3. Availability of equipment and personnel for handling products.
  - 4. OWNER'S use of premises.
- C. Do not have products delivered to project site until related Shop Drawings have been approved by the ENGINEER.
- D. Do not have products delivered to site until required storage facilities have been provided.
- E. Have products delivered to site in manufacturer's original, unopened, labeled containers. Keep ENGINEER informed of delivery of all equipment to be incorporated in the Work.
- F. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.
- G. Immediately on delivery, inspect shipment to assure:
  - 1. Product complies with requirements of Contract Documents and reviewed submittals.
  - 2. Quantities are correct.
  - 3. Containers and packages are intact, labels are legible.
  - 4. Products are properly protected and undamaged.

### 1.03 PRODUCT HANDLING

- A. Provide equipment and personnel necessary to handle products, including those provided by OWNER, by methods to prevent soiling or damage to products or packaging.
- B. Provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.
- C. Handle products by methods to prevent bending or overstressing.
- D. Lift heavy components only at designated lifting points.
- E. Materials and equipment shall at all times be handled in a safe manner and as recommended by manufacturer or supplier so that no damage will occur to them. Do not drop, roll or skid products off delivery vehicles. Hand carry or use suitable materials handling equipment.

### 1.04 STORAGE OF MATERIALS

- A. Store and protect materials in accordance with manufacturer's recommendations and requirements of Specifications.
- B. CONTRACTOR shall make all arrangements and provisions necessary for the storage of materials and equipment. All excavated materials, construction equipment, and materials and equipment to be incorporated into the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly and compactly stored in locations that will cause a minimum of inconvenience to other CONTRACTORS, public travel, adjoining OWNERS, tenants and occupants. Arrange storage in a manner to provide easy access for inspection.
- C. Area available on the construction site for storage of material and equipment shall be as shown or approved by the ENGINEER.
- D. Materials and equipment which are to become the property of the OWNER shall be stored to facilitate their inspection and insure preservation of the quality and fitness of the Work, including proper protection against damage by freezing and moisture. They shall be placed in inside storage areas unless otherwise acceptable to OWNER.
- E. Lawns, grass plots or other private property shall not be used for storage purposes without written permission of the OWNER or other person in possession or control of such premises.
- F. CONTRACTOR shall be fully responsible for loss or damage to stored materials and equipment.
- G. Do not open manufacturers containers until time of installation unless recommended by the manufacturer or otherwise specified.
- H. Do not store products in the structures being constructed unless approved in writing by the ENGINEER.



#### 1.05 UNCOVERED STORAGE

- A. The following types of materials may be stored out-of-doors without cover:
  - 1. Masonry units.
  - 2. Reinforcing steel
  - 3. Structural steel.
  - 4. Piping.
  - 5. Precast concrete items.
  - 6. Castings.
  - 7. Handrailing.
- B. Store the above materials on wood blocking so there is no contact with the ground.

#### 1.06 COVERED STORAGE

- A. The following types of materials may be stored out-of-doors if covered with material impervious to water:
  - 1. Rough lumber.
  - 2. Electrical Conduit.
- B. Tie down covers with rope and slope to prevent accumulation of water on covers.
- C. Store materials on wood blocking so there is no contact with the ground.

#### 1.07 FULLY PROTECTED STORAGE

- A. Store all products not named above in buildings or trailers which have a concrete or wooden floor, a roof, and fully closed walls on all sides.
- B. Provide heated storage space for materials which would be damaged by freezing.
- C. Protect mechanical and electrical equipment from being contaminated by dust, dirt and moisture.
- D. Maintain humidity at levels recommended by manufacturers for electrical and electronic equipment.

#### 1.08 MAINTENANCE OF STORAGE

Maintain periodic system of inspection of stored products on scheduled basis to assure that:

- A. State of storage facilities is adequate to provide required conditions.
- B. Required environmental conditions are maintained on continuing basis.
- C. Products exposed to elements are not adversely affected.
- D. Mechanical and electrical equipment which requires long term storage shall have complete manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on exterior of package.

- E. Comply with manufacturer's instructions on scheduled basis.
- F. Space heaters which are part of electrical equipment shall be connected and operated continuously until equipment is placed in service.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**PART 4 – COMPENSATION (NOT USED)**

**\* \* END OF SECTION \* \***

## **SECTION 011810**

### **PROJECT RECORD DOCUMENTS**

#### **PART 1 — GENERAL**

##### **1.01 REQUIREMENTS INCLUDED**

Maintain at the site for the OWNER one record copy of:

- A. Drawings.
- B. Change Orders and other Modifications to the Contract.
- C. ENGINEER'S Field Orders or written instructions.
- D. Approved Shop Drawings, Working Drawings and Samples.
- E. Field Test records.
- F. Latest Approved Progress Schedule.
- G. Daily Reports
- H. Stormwater Pollution Maintenance Reports

##### **1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES**

- A. Store documents and samples in CONTRACTOR'S field office apart from documents used for construction.
  - 1. Provide files and racks for storage of documents.
  - 2. Provide cabinet for storage of samples.
- B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make documents and samples available at all times for inspection by the ENGINEER.
- D. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the currently updated "record documents" for review by the ENGINEER and OWNER.

##### **1.03 RECORDING**

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
  - 1. Elevations of various structure elements in relation to elevation datum.
  - 2. All underground piping with elevations and dimensions, changes to piping

location, horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements, actual installed pipe material, class, etc.

3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
4. Field changes of dimension and detail.
5. Changes made by Field Order or by Change Order.
6. Details not on original contract drawings.
7. Equipment and piping relocations.

D. Shop Drawings (after final review):

One set of approved shop drawings for each process equipment, piping, electrical system and instrumentation system.

1.04 SUBMITTAL

At Contract close-out, deliver Record Drawings to the ENGINEER.

**PART 2 — PRODUCTS (NOT USED)**

**PART 3 — EXECUTION (NOT USED)**

**PART 4 — COMPENSATION (NOT USED)**

**\*\* END OF SECTION \*\***

## SECTION 013100

### PROJECT COORDINATION

#### PART 1 — GENERAL

##### 1.01 OWNER

References in these Contract Documents to OWNER shall refer to the City of Hattiesburg.

##### 1.02 ENGINEER

References in these Contract Documents to ENGINEER shall refer to Clearpoint Consulting Engineers, P.A.

##### 1.03 RECORDS

The CONTRACTOR shall maintain a complete and accurate log of any control or survey work as it progresses. Upon completion of major items or upon request, the CONTRACTOR shall submit two (2) copies to the ENGINEER.

##### 1.04 REVIEW OF THE WORK

Resident Project Representatives, who are representatives of the ENGINEER, will be appointed to review materials used and work performed. The Resident Project Representatives will not be authorized to revoke, alter, enlarge or relax the provisions of these Contract Documents, nor to delay the fulfillment of this Contract by failure to inspect materials and work with reasonable promptness. Resident Project Representatives are placed on the work to keep the ENGINEER informed as to the progress of the work and the manner in which it is being done; also to call the attention of the CONTRACTOR to nonconformity with the requirements of the Plans and Specifications. The Resident Project Representatives will not have the authority to approve or accept portions of the work, to insure instructions contrary to the Plans, Specifications or other parts and sections of these Contract Documents, or to act as foreman for the CONTRACTOR. **The Resident Project Representatives will have authority to reject defective material.**

The presence of a Resident Project Representative shall in no way lessen the responsibility of the CONTRACTOR for full compliance with the requirements of these Contract Documents.

##### 1.05 SUGGESTIONS TO CONTRACTOR

Means, process, or method of work suggested by the ENGINEER, ENGINEER'S Project Representative, or OWNER'S Representative to the CONTRACTOR, if adopted or followed by the CONTRACTOR in whole or in part, shall be used at the risk and responsibility of the CONTRACTOR, and the ENGINEER and the OWNER will assume no responsibility therefore.

##### 1.06 CONTRACTOR'S OBLIGATIONS

The CONTRACTOR shall do and perform all work and furnish supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete the work required by the Contract Documents, and in accordance with the directions of the ENGINEER as given from time-to-time during the

progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The CONTRACTOR shall observe, comply with and be subject to the terms, conditions, requirements and limitations of the Contract and Specifications, and shall do, carry on and complete the entire work to the satisfaction of the ENGINEER and the OWNER.

The CONTRACTOR shall be responsible for any state and local permits.

#### 1.07 TIME FOR COMPLETION

It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completions specified in the Contract for the work to be done hereunder are ESSENTIAL CONDITIONS of the Contract; and it is further mutually agreed that the work embraced in the Contract shall be commenced on or before a date to be specified in a written "NOTICE TO PROCEED".

The CONTRACTOR agrees that said work shall be prosecuted regularly and diligently without interruption at such rate of progress as will ensure full completion thereof within the time specified.

It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in the locality.

If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specifies, or extension thereof granted by the OWNER, the CONTRACTOR does hereby agree, as a part of consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract for completing the work.

#### 1.08 CORRECTION OF DEFECTIVE WORK AFTER FINAL ACCEPTANCE

The CONTRACTOR hereby agrees to make, at his own expense, repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of the Contract, which become evident within one (1) year after the date of substantial completion. The CONTRACTOR further assumes responsibility for a similar one (1) year guarantee for work and materials provided by SUBCONTRACTORS or manufactures of packaged equipment components. The effective date for the start of the guarantee or warranty period is defined as the date of substantial completion established by the ENGINEER in the Certificate of Substantial Completion.

#### 1.09 COOPERATION BETWEEN CONTRACTORS

If separate contracts are let within the limits of a project, such CONTRACTORS shall arrange and conduct the performance of their work and handling of materials so as to minimize interference with work being performed by other CONTRACTORS within the limits of the same project.

#### 1.10 WORK PROGRESS

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. The CONTRACTOR will be assessed liquidated damages if the work is not completed within the time limit(s) stipulated in the Agreement.

#### 1.11 PRIVATE LAND

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the OWNER of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER. The CONTRACTOR shall correct all damage on adjacent property caused by his construction operations at the expense of the CONTRACTOR, and to the complete satisfaction of the OWNER and the ENGINEER.

#### 1.12 WORK LOCATIONS

Structures and pipelines shall be located substantially as indicated on the Plans, but the ENGINEER reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings are noted on the Plans, such notation is for the CONTRACTOR'S convenience and does not relieve him from laying and jointing different or additional items where required. Piping and plumbing is shown in a schematic manner only and all items of plumbing and piping may not be shown on the drawings. It is the CONTRACTOR'S responsibility to furnish all items necessary for a complete and operable system. If additional fittings, pipe, supports, flanges, couplings, concrete or other items are required for a complete and operable system, the CONTRACTOR shall furnish and install these items at his expense.

#### 1.13 ORAL AGREEMENTS

Except as otherwise provided herein, oral agreements or conversations with any officer, agent or employee of the OWNER/ENGINEER either before or after execution of this contract, shall not affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

#### 1.14 EMPLOYEES

The CONTRACTOR shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work of any unfit person or anyone not skilled in the work assigned to him. Adequate sanitary facilities for his employees shall be provided by the CONTRACTOR.

#### 1.15 FAMILIARITY WITH WORK

The OWNER shall make known to all prospective bidders, prior to the receipt of bids, all information that he may have as to subsurface conditions in the vicinity of the work, topographical maps, or other information that might assist the bidder in properly evaluating the amount and character of the work that might be required. Such information shall be the best factual information available to the OWNER. The CONTRACTOR by careful examination shall satisfy himself as to the nature and location of the work, the character of equipment and facilities needed prior to and

during the execution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract.

#### 1.16 PUBLIC SAFETY AND CONVENIENCE

- A. The CONTRACTOR shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work , and to ensure the protection of persons and property in a manner satisfactory to the OWNER and ENGINEER.
- B. All work on existing highways, roads to streets, shall be in a manner to assure the least practicable interface with the public use of the facility. The CONTRACTOR shall use reasonable care and precaution to avoid accidents, damage, unnecessary delay to interference with traffic and provide competent flaggers when necessary to insure maximum public safety.

#### 1.17 OPEN EXCAVATIONS

- A. For the public's safety, all open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.
- B. Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

#### 1.18 MAINTENANCE OF TRAFFIC

- A. Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of traffic during an extended construction stoppage, for any reason, shall be minimized. In the event an extended construction stoppage is found to be necessary, CONTRACTOR shall provide for normal traffic flow during extended construction stoppage, regardless of the cause.
- B. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the CONTRACTOR'S operations cause traffic safety hazards, he shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other measures for safety satisfactory to the ENGINEER.
- C. Detours around construction areas will be subject to the approval of the OWNER and the ENGINEER. Where detours are permitted the CONTRACTOR shall provide all necessary barricades and signs as required to divert the flow of traffic. While traffic is detoured the CONTRACTOR shall expedite construction operations. The periods when traffic may be detoured will be strictly controlled by the OWNER.

#### 1.19 WATER FOR CONSTRUCTION PURPOSES

- A. In locations where public water supply is available, the CONTRACTOR shall purchase



water for all construction purposes unless specified to be supplied by OWNER in other Technical Specification Sections.

- B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

#### 1.20 SAFETY

- A. The ENGINEER'S construction administration services do not include any administration of job site safety which is the sole responsibility of the CONTRACTOR; any reference to safety in the contract documents shall not create any duty of job site safety administration or oversight by the ENGINEER.
- B. **CONSTRUCTION SAFETY IS A PROJECT REQUIREMENT.** The CONTRACTOR shall be responsible for providing Safety equipment and/or methods necessary for the safe prosecution of the work by his personnel and the personnel of any sub-CONTRACTORS, as well as providing safe access and site conditions to all elements of the project for the OWNER, ENGINEER and their representatives. Such safety requirements shall meet guidelines as contained in OSHA and U.S. Department of Health and Human Services (National Institute for Occupational Safety and Health) (NIOSH) publication sections relative to the work contemplated herein.

#### 1.21 EXISTING UTILITIES

- A. The locations of all existing utilities shown on the drawings are approximate only. The CONTRACTOR is required to coordinate his work with the representatives of the respective utility company and protect all other adjacent structures, utilities, and work against damage or interruption of services. Damages which may result from failure of the CONTRACTOR to observe such precautions is the responsibility of the CONTRACTOR.
- B. **The OWNER and his agents and representatives shall be held harmless of the cost of repairing damage to public utilities.**

#### 1.22 TEMPORARY UTILITIES

- A. Water, electricity, gas or other utilities required on the site of the work by CONTRACTOR must be arranged for by him and furnished at his expense.
- B. Required temporary utility installations are subject to the approval of the ENGINEER and are to be maintained and removed by the CONTRACTOR at his expense prior to completion of the construction work.

#### 1.23 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The CONTRACTOR will execute and provide to the ENGINEER at the Pre-construction Conference (if applicable) a compliance statement where required.

#### 1.24 LEAD BASE PAINT

Use of lead based paint on the project is prohibited.

1.25 TEMPORARY TOILETS

Provide and maintain temporary toilets as necessary for use of the workmen. Locate toilets in locations acceptable to the OWNER

1.26 TEMPORARY CONSTRUCTION OFFICE FOR CONTRACTOR

If necessary, establishment of a temporary construction office will be the responsibility of the CONTRACTOR at a location approved by the ENGINEER. Costs to be absorbed.

1.27 WAGE RATES

None required for this Contract.

1.28 PROJECT SIGN

None required for this Contract.

1.29 TESTING LABORATORY SERVICES

A. Scope: The CONTRACTOR will employ and pay for the services of an independent laboratory to perform specified services. Employment of a testing laboratory shall in no way relieve CONTRACTOR of his obligation to perform work in accordance with the contract.

B. Inspection, Sampling and Testing is REQUIRED as detailed in the Technical Specifications.

1.30 MAINTENANCE OF TRAFFIC

Unless otherwise provided, the construction area and all roads and entrances to adjacent property within the right-of-way shall be kept open to through and local traffic.

The CONTRACTOR shall keep the portion of the project being used by public traffic in satisfactory condition for traffic to be adequately accommodated. The CONTRACTOR shall also provide and maintain in a safe condition temporary approaches or crossings and intersections with trails, roads, streets, businesses, parking lots, residences, garages, and farms. Representatives of the OWNER and the ENGINEER shall have access to all portions of the project at all times.

In case it is necessary or desirable to close a portion of the project to traffic, the plans, special provisions, or other contract documents will so indicate, or in case provisions are not made on the plans or in other contract documents, the OWNER may permit temporary closures of small portions of the project as deemed necessary to expedite the work without compromising the convenience and safety of traffic.

The CONTRACTOR shall be bound by the provision of this subsection and other applicable provisions of the contract with regard to the safe and convenient passage of traffic.

In the case of a project for improvements to construction alongside an existing roadway on which traffic is required to be maintained, only construction rolling stock equipped with pneumatic tires and actually required to expedite the work will be permitted to use or park on the shoulders during daylight hours. No equipment will be allowed to park on the shoulders during the hours of

darkness. Rolling stock (including employees' vehicles) not essential to the work at hand and materials shall not be parked or stored on the shoulders.

The CONTRACTOR shall not obstruct any traffic facility or connection thereto which is officially opened to the public or private traffic or required under the contract to be maintained except as permitted in writing by the OWNER on the basis that other suitable provisions have been made.

Due to high accident probabilities for certain days of peak traffic use, the right is hereby reserved for the OWNER to suspend, upon due notice to the CONTRACTOR, and operation which, if allowed to be carried on, would seriously jeopardize the safety of the traveling public on holidays, the preceding day, and the following day or on days of major public events in the general area. The notice will specifically state the affected dates.

When work is suspended as provided herein, the affected phase (s) will be considered as zero for assessment of contract time. Additional compensation will not be paid because of such suspension.

The CONTRACTOR will not be directly compensated for constructing, maintaining and removing temporary traffic maintenance facilities unless the proposal contains pay items specifically covering such work.

#### 1.31 BARRICADES, WARNING SIGNS, AND FLAGGERS

The CONTRACTOR shall provide, erect and maintain all necessary barricades, lights, danger signals, signs and other traffic control devices; shall provide qualified flaggers where necessary to direct the traffic; and shall take all necessary precautions for the protection of the work and the safety of the public. Highways, roads, streets to parts of the work closed to through traffic shall be protected by effective barricades. Suitable warning signs shall be provided to properly control and direct traffic.

The CONTRACTOR shall erect warning signs in advance of all places on the project where operations may interfere with traffic and at all intermediate points where the work crosses or coincides with the existing roadway. Such warning signs shall be constructed and erected in accordance with the provisions of the contract.

All barricades, warning signs, lights, temporary signals, other protective devices, flaggers and signaling devices shall meet or exceed the minimum requirements contained in the MUTCD published by the U.S. Government Printing Office which is current at the time bids are received.

All traffic control devices on an existing highway, road or street are understood to be public property.

On all sections of a project which are coincident with an existing highway, road, or street and open to through or local traffic, the CONTRACTOR shall be fully responsible for the protection, maintenance, and replacement of all existing signs, route markers, traffic control signals, and other traffic service features from the beginning of contract time or beginning of work, whichever occurs earlier, until final completion of the work.

The CONTRACTOR shall restore to replace in kind, without additional compensation, all devices damaged, destroyed or lost by the CONTRACTOR.

Prior to performing work on the project, the CONTRACTOR shall make the necessary arrangements to prevent damage or loss of signs and other traffic control devices. Those which

cannot be left in their existing positions shall be removed, stored, or reinstalled at locations approved by the OWNER. As soon as work which conflicted with the original position of each device has been performed, the device shall be reinstalled at the original position or modified position as approved by the OWNER.

The CONTRACTOR shall maintain in position only those signs that are appropriate for existing conditions and those that are not or have served their purpose shall be removed or covered by the OWNER. Sign coverings shall be of such material and so placed such that the information contained thereon will not be legible during day or night. The CONTRACTOR shall not allow vegetation, construction materials, equipment, etc. to obscure an applicable traffic control device.

Unless otherwise provided in the contract, no measurement for payment will be made for materials or work under this subsection, it being understood that the cost thereof is included in the lump sum price bid for Maintenance of Traffic.

#### 1.32 TEMPORARY CONTROLS

##### A. General

The CONTRACTOR shall provide and maintain methods, equipment, and temporary construction, as necessary to provide control over environmental conditions at the construction site and adjacent areas. Physical evidence of temporary facilities shall be removed after completion of the work.

##### B. Noise Control

The CONTRACTOR'S vehicles and equipment shall be such as to minimize noise to the greatest degree practical. Noise levels shall conform to the latest OSHA standards and in no case will noise levels be permitted which interfere with the work of the City or others.

##### C. Water Control

- a. The CONTRACTOR shall provide methods to control surface water and water from excavations and structures to prevent damage to the work, the site, or adjoining properties, including beaver control on-site and adjacent thereto.
- b. Filling, grading and ditching shall be controlled to direct water away from excavations, pits, tunnels and other construction areas, and to proper runoff course so as to prevent any erosion, damage or nuisance.
- c. The CONTRACTOR shall provide, operate and maintain equipment and facilities of adequate size to control surface water.
- d. Drainage water shall be disposed of in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with all environmental requirements.
- e. The CONTRACTOR will be responsible for all Storm Water Discharge Permits and Storm Water Compliance.

##### D. Pollution Control

- a. The CONTRACTOR shall provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.

- b. The CONTRACTOR shall provide equipment and personnel, perform emergency measures required to contain any spillage, and remove contaminated soils or liquids. The contaminated earth will be removed and disposed of offsite, and replaced with suitable compacted fill and topsoil at no additional cost to the OWNER.
  - c. The CONTRACTOR shall prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers. All sewage, oil and refuse generated during the course of the work shall not be discharged into any watercourses adjacent to the jobsite.
- E. Erosion Control
  - a. The CONTRACTOR shall plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation. The areas of bare soil exposure at one time shall be held to a minimum, and temporary control measures such as silt screens, berms, dikes and drains shall be provided.
  - b. Fills and waste areas shall be constructed by selective placement to eliminate surface silts and clays which will erode.
  - c. The CONTRACTOR shall periodically inspect earthwork to detect any evidence of the start of erosion, and shall apply corrective measures to control erosion as required by the ENGINEER at no additional cost to the OWNER.

## **PART 2 — PRODUCTS**

### **2.01 PROTECTION OF CONSTRUCTION AND EQUIPMENT**

Protect the finished work from damage and loss resulting from carelessness or by reason of the elements and from all other causes until the entire work is completed and accepted. The work is entirely at the CONTRACTOR'S risk. The OWNER assumes no responsibility or obligation whatsoever for damage or loss to the work.

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any of the floors or other parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
  - 1. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
  - 2. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site

security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

**PART 3 — EXECUTION (NOT USED)**

**PART 4 — COMPENSATION (NOT USED)**

**\* \* END OF SECTION \* \***

## **SECTION 013216**

### **CONSTRUCTION SCHEDULES**

#### **PART 1 — GENERAL**

##### **1.01 SUBMITTAL REQUIREMENTS**

Submit revised progress schedules with Application for Payment.

##### **1.02 FORM OF SCHEDULES**

- A. Prepare schedules in the form of a horizontal bar chart.
- B. Provide separate horizontal bar for each trade or operation.
- C. Horizontal time scale: Identify the first work day of each week.
- D. Scale and spacing: To allow for notations and future revisions.
- E. Minimum sheet size: 8-1/2 inches by 11 inches.

##### **1.03 CONTENT OF SCHEDULES**

- A. Construction Progress Schedule:
  - 1. Show the complete sequence of construction by activity.
  - 2. Show the dates for the beginning, and completion of, each major element of construction.
  - 3. Show projected percentage of completion for each item, as of the first day of each month.
- B. Submittals Schedule for Shop Drawings, Product Data and Samples. Show:
  - 1. The dates for CONTRACTOR'S submittals.
  - 2. The dates reviewed submittals will be required from the ENGINEER, not less than fourteen (14) days from receipt.

##### **1.04 PROGRESS REVISIONS**

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
  - 1. Major changes in scope.
  - 2. Activities modified since previous submission.
  - 3. Revised projections of progress and completion.
  - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
  - 1. Problem areas, anticipated delays, and the impact on the schedule.
  - 2. Corrective action recommended, and its effect.

#### 1.05 SUBMISSIONS

- A. Submit initial schedules within 10 days after receipt of Notice to Proceed.
  - 1. ENGINEER will review schedules and return review copy within 10 days after receipt.
  - 2. If required, CONTRACTOR shall resubmit within 7 days after return of review copy.
- B. Submit revised progress schedules with each application for payment. Payment Applications shall not be approved until revised progress schedules have been submitted.

#### **PART 2 — PRODUCTS (NOT USED)**

#### **PART 3 — EXECUTION (NOT USED)**

#### **PART 4 — COMPENSATION (NOT USED)**

**\*\* END OF SECTION \*\***



## **SECTION 013223**

### **SURVEY AND LAYOUT DATA**

#### **PART 1 - GENERAL**

- 1.01 The Owner will set control points for work to be performed as he deems necessary. The Contractor will be furnished with all necessary information relating to these control points, and the Contractor will be required to maintain control points. The Contractor shall set all necessary construction stakes to complete construction according to plans and specifications. The Contractor will be required to check all the controlling dimensions and clearances measured from the control points and thereafter become responsible for alignment, elevation, and dimensions of all parts of the work and their mutual agreement.
- 1.02 The Contractor shall be held responsible for the preservation of all stakes and marks, and if any of the construction stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them will be the Contractor's responsibility.
- 1.03 The following will be provided by the Owner:
- Horizontal control
  - Vertical control
- 1.04 Surveys will be performed by the Contractor to determine the following:
- Final "As-Built" mark-up drawing

#### **PART 2 - PRODUCTS**

Not applicable.

#### **PART 3 - EXECUTION**

- 3.01 Layout of all facilities will be tied into the site coordinate system. Horizontal layout will consist of a closed loop (either on itself or to a known coordinate point) with an error of closure not greater than 1:1000. Level surveys and cross-section surveys will begin and be tied back into established benchmarks. Turning points should be solid objects with readings taken to the nearest 0.01 ft. Error of closure of level surveys should not exceed 0.03 ft. Individual elevation shots or cross-sections will be reported to the nearest 0.1 ft. or 6 ss.
- 3.02 All survey data will be recorded in standard field books. Notes shall include date, section surveyed, weather conditions and names of members of survey party. Surveys will be plotted when necessary to determine quantities.
- 3.03 The Contractor shall assist the Engineer in preparation of a final "as-built" mark-up drawing showing final elevation and location of all improvements of water and sewer improvements.

**PART 4 – COMPENSATION (NOT USED)**

**\* \* END OF SECTION \* \***

## **SECTION 013323**

### **SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

#### **PART 1 - GENERAL**

- 1.01 SCOPE: This special provision covers the general mechanics of the shop drawing submittal procedures to be followed under this contract.
- 1.02 SUBMITTALS:
- A. Engineering data covering all equipment and fabricated products to be furnished under these contract documents shall be submitted to the Engineer for review.
  - B. All drawings and diagrams shall be submitted full size of the original or reduced to half size except that no submittal shall be on sheet sizes larger than 24" × 36" and no reduction shall render any detail illegible or result in a sheet size less than 8½" × 11".
  - C. At the time of each submission, the Contractor shall in writing call the Engineer's attention to any deviations that the engineering data may have from the requirements of these contract documents.
  - D. The Engineer will review the engineering data submitted in a timely and expeditious manner, provided the data is submitted in accordance with these contract documents, is complete and is suitable for his review.

#### **PART 2 - PRODUCTS**

Not applicable.

#### **PART 3 - EXECUTION**

- 3.01 Three copies of each drawing and necessary data shall be submitted to the Engineer. Each drawing or data sheet shall be clearly marked to include:
- A. Name of project;
  - B. Contractor's name; and
  - C. References to applicable specification paragraphs and drawing sheets.
- When catalog pages are submitted, the applicable items shall be identified by an arrow or encircled (do not use colored highlighters).
- 3.02 When the drawings and data are returned marked "NOT APPROVED", the corrections shall be made as noted thereof and as instructed by the Engineer and not less than three corrected copies resubmitted. Not less than three additional copies of all such drawings and data shall be furnished after final review (for a total of six).

- 3.03 Unless otherwise directed by the Engineer, when drawings and data are returned marked "APPROVED AS NOTED", the changes shall be made as noted thereon and not less than six corrected copies shall be furnished. Failure to submit the required final corrected copies of the drawings in a timely manner will be cause for suspension of further payment.
- 3.04 All corrections and changes made on the drawings or data sheets other than those noted by the Engineer shall be clearly identified with a revision symbol and shall be suitably documented on the drawing with a brief description and date.
- 3.05 When the drawings and data are returned marked "APPROVED", not less than three additional copies shall be furnished.
- No work shall be performed in connection with the fabrication or manufacture of materials and equipment, nor shall any accessory or appurtenance be purchased until the drawings and data therefor have been reviewed by the Engineer and returned marked "APPROVED" or "APPROVED AS NOTED".
- 3.06 The Engineer's review of drawings and data submitted by the Contractor will cover only general conformity to the drawings and specifications, external connections and dimensions which affect the layout. The Engineer's review of drawings returned marked "APPROVED" or "APPROVED AS NOTED" does not indicate a thorough review of all dimensions, quantities and details of the material, equipment, device or item shown and shall not in any way be deemed to relieve the Contractor from any responsibility for errors or deviations from the requirements of these contract documents, or from any liability placed upon him by any provisions of these contract documents.
- 3.07 All drawings and data, after final processing by the Engineer, shall become a part of these contract documents and the work shown or described thereby shall be performed in conformity therewith unless otherwise authorized by the Owner or the Engineer.

#### **PART 4 – COMPENSATION (NOT USED)**

**\* \* END OF SECTION \* \***

## **SECTION 014500**

### **QUALITY CONTROL**

#### **PART 1 - GENERAL**

- 1.01           CONTRACTOR shall be responsible for furnishing documentation which certifies that designs and all materials meet the requirements of the Contract Documents.
- 1.02           All testing shall be provided by a certified testing laboratory, which shall submit all test results to the OWNER.
- 1.03           Testing shall be provided by the OWNER.

**\* \* END OF SECTION \* \***

## **SECTION 017113**

### **MOBILIZATION**

#### **PART 1 - GENERAL**

Mobilization shall consist of all moving in, including preparatory work and operations and moving out, including all dismantling and clean-up work and operations performed by the CONTRACTOR.

Mobilization shall include the movement of all labor, equipment, supplies and incidentals to the project site; establishment of facilities necessary for work on the project; and other work and operations which must be performed or costs not directly attributable to other pay items, exclusive of bidding costs, which must be incurred by the CONTRACTOR before beginning and during the early stages of production work on the project site.

Demobilization shall include the movement of all labor, equipment, supplies and incidentals from the project site; dismantling and removal of temporary facilities; clean-up of the project site and all work areas; and other work and operations which must be performed or costs not directly attributable to other pay items which must be incurred by the CONTRACTOR after completion of certain items of work and all other work on the Contract has been completed.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

#### **PART 4 – COMPENSATION (NOT USED)**

**\* \* END OF SECTION \* \***

## **SECTION 022100**

### **SITE CLEARING AND GRUBBING**

#### **PART 1 - GENERAL**

- 1.01 SCOPE: This work shall consist of clearing, grubbing, removing, and disposing of all undesirable materials within the limits of construction, except things designated to remain or to be removed in accordance with other provisions of the contract.
- 1.02 It is the intent of these specifications that all desirable natural growth within the project area shall be preserved where practical, and that all things which detract from the aesthetic value of the completed work, unnecessarily interfere with construction, or with future maintenance be removed. The Contractor shall be responsible for preserving all things designated to be salvaged or to remain. In areas where desired natural growth is designated to remain, the Contractor shall thin or trim shrubbery and live trees to the extent consistent with the intent of the Specifications. Use of methods or equipment which might mar or destroy vegetation designated for preservation will not be permitted.
- 1.03 RELATED WORK ELSEWHERE:
- A. Section 02300 – Earthwork  
Section 02315 – Excavation, Trenching, and Backfilling  
Section 02530 – Gravity Flow Sanitary Sewer

#### **PART 2 - PRODUCTS**

- A. Materials cleared from the site, including merchantable timber, if any, shall become property of the contractor for his disposal unless otherwise noted elsewhere in the specifications.
- B. The contractor shall provide equipment of whatever nature is needed to complete the work to the satisfaction of the engineer. Equipment deemed by the engineer to be inadequate for the work must be removed from the site.

#### **PART 3 - EXECUTION**

- 3.01 GENERAL:
- A. Clearing will be determined as areas where all surface objects, debris, trees, stumps, roots, and other protruding or underground obstructions, not designated to remain, shall be cleared and grubbed (including mowing, as required).
  - B. Except in areas to be excavated, stump holes and other holes from which obstructions are removed shall be backfilled with suitable material and thoroughly compacted as specified.
  - C. The engineer may permit sound stumps to remain outside the construction limits provided they are cut off flush with or below the finish ground surface.
  - D. Clearing and grubbing shall be completed a satisfactory distance in advance of earthwork for site preparation, roadways, pipe laying operations, etc. and such operations shall not be started until the cleared and grubbed area has been reviewed by the engineer.

## SECTION 022100

### SITE CLEARING AND GRUBBING

- E. The contractor shall be responsible for obtaining permits for hauling, dumping, burning, disposal, and other operations, as may be required by local, state, and federal agencies.
  - F. All operations shall be conducted in such a manner as to prevent damage to anything that is to remain on the project site or to adjacent property.
  - G. Burning of perishable material shall be done only in accordance with applicable laws, ordinances, and regulations. If not burned, materials and debris shall be removed from the project site and disposed of in an acceptable manner.
  - H. Low hanging and unsound or unsightly branches on trees or shrubs designated to remain shall be removed as directed. All trimming shall be done by skilled workman and in accordance with good tree surgery practices. An approved asphaltum base paint prepared specifically for tree surgery shall be furnished and applied by the Contractor to cut or scarred surfaces on trees or shrubs selected to remain.
- 3.02 TOPSOIL REMOVAL: All topsoil within the construction limits shall be stripped, stockpiled in a designated area to be approved by the engineer, and replaced on slopes or as directed by the engineer. Upon completion of grading, the contractor shall place a sufficient quantity of topsoil (a minimum of 4 inches) to insure grass growth on the designated areas. Any excess topsoil shall be distributed on the slopes as directed by the engineer or if requested, remain stockpiled for future use by the owner.
- 3.03 DISPOSAL OF WASTE MATERIAL:
- A. All merchantable timber shall become the property of the contractor for his disposal unless otherwise noted.
  - B. Burying of stumps, trees, logs, snags, or other vegetative materials will not be permissible within the project site limits.
  - C. When permitted by the owner perishable material shall be burned within cleared areas in accordance with applicable laws, ordinances, and regulations. The contractor will be responsible for obtaining all permits required and for controlling fires in compliance with all federal, state, and local laws and regulations for burning.
    - a. Piles for burning shall be placed in the center of cleared areas, and shall be limited in size so that no damage to remaining trees or other vegetation will occur.
    - b. Sufficient watchmen and fire extinguishers shall be provided for constant care of burning material.
    - c. The contractor shall notify the local firefighting unit in advance of burning operations.
    - d. The contractor shall furnish and maintain adequate firefighting equipment and personnel at the site during burning operations.
    - e. Contractor is responsible for dwellings within adjacent areas.



## **SECTION 022100**

### **SITE CLEARING AND GRUBBING**

- i. Open burning without a forced-draft air system must not occur within 500 yards of an occupied dwelling.
  - ii. Open burning utilizing a forced-draft air system on all fires to improve the combustion rate and reduce smoke may be done within 500 yards of but not within 50 yards of an occupied dwelling.
  - iii. Burning must not occur within 500 yards of commercial airport property, private air fields, or marked off runway aircraft approach corridors unless written approval to conduct burning is secured from the proper airport authority, owner, or operator.
- D. Ashes resulting from burning and incombustible materials such as green roots and debris shall be removed to designated disposal areas provided by the contractor. Ashes shall not be buried.
- E. When on site burning is not permitted, perishable material shall be completely removed from the owner's property and shall be disposed of by the contractor at a location provided by the contractor.
- F. Materials which are stripped from the project site which are not suitable for reuse shall be disposed of by the contractor at a location provided by the contractor.

**END OF SECTION 02210**

## **SECTION 023000**

### **EARTHWORK**

#### **PART 1 – GENERAL**

- 1.01 SCOPE: This item shall consist of furnishing all labor, equipment, tools, and incidentals, and performing all earthwork including excavation, clearing, grubbing, stripping, scarifying, borrow, haul, placing, compacting, shaping, disposal of unsatisfactory materials, and other work incidental to a complete job in accordance with these specifications, the contract drawings, and directions of the Engineer.
- 1.02 QUALITY ASSURANCE: Test on soil for controlled fill shall be performed by an independent testing laboratory employed by the Contractor.
- 1.03 SUBMITTALS: Testing laboratory reports that material for controlled fill meets requirements of this section.

#### **PART 2 – PRODUCTS**

- 2.01 MATERIAL FOR CONTROLLED FILL:
  - A. Material for sub-grade and slopes construction shall meet requirements of Section 3.02 of this specification.
  - B. Material for base beneath roadway, sidewalks, and yard shall be granular material (Class 6, Group C).
- 2.02 All brush, grass, shrubs, vines, logs, uprooted stumps, or cut or fallen trees, or organic or other deleterious material within the area established on the plans for construction, shall be removed from the site or burned to the satisfaction of the Engineer. All trees that will interfere with the proposed construction shall be removed to a depth of 2 feet below the proposed finished grade. Owner will flag (orange) trees that remain.
- 2.03 In general, the entire area shall be kept in reasonably tidy condition throughout the period of construction.
- 2.04 All holes made by clearing operations shall be filled with clean material suitable to the Resident Engineer and compacted to a density approximately that of the adjacent undisturbed ground.
- 2.05 CLASSIFICATION OF EXCAVATION
  - A. Unclassified Excavation: Unclassified excavation will consist of all excavation materials of whatever character encountered (including existing slag and ballast) in the work except for those classes of excavation for which separate pay items are provided.
  - B. Undercut Excavation: Undercut excavation shall consist of the removal of deposits of soils and organic matter not suitable for foundation or subgrade material as determined by the Engineer and satisfactorily disposing of materials off-site at a site to be furnished by the Contractor.

## SECTION 023000

### EARTHWORK

Undercut excavation shall include materials which will decay or produce unsatisfactory subsidence in the embankment, pipe or structural bedding. Undercut excavation may be made up of decaying stumps, roots, logs, humus, highly plastic clay (CH), or other unsatisfactory material.

- C. Channel and Ditch Excavation: Excavation of drainage ways shall consist of excavating all earthen materials and shaping the channel to the neat lines, grades and typical sections required for the various type sections of channel improvements proposed. Channel and ditch excavation shall include the hauling, spreading, placing, processing, compacting, or disposal of all excavated material.

Channel excavation shall be that required to improve or relocate existing channels.

Ditch excavation shall be that required to construct upstream and downstream channels for pipe culverts or for the excavation of drainage swales.

- D. Borrow Excavation: Borrow excavation shall consist of the removal, hauling, placing, processing, shaping, and compacting of approved select off-site material at any location shown on the Drawings or directed by the Engineer.

- E. Structure Excavation: Structure excavation shall consist of the removal of all material to the dimensions and depths shown on the Plans, or as directed by the Engineer, necessary for the construction of structures and the installation of other items. It shall also include, as necessary, all pumping, bailing, drainage, cribbing, sheeting and other foundation work; and should include backfilling and the proper disposal of all excavated material as directed.

- F. Rock Excavation: When shown as a pay item, rock excavation will consist of material which cannot be excavated without blasting and shall also include large boulders and detached stones having volumes of one-half cubic yard or more. The use of the words "rock", "boulders", "stone", or synonyms of these words appearing elsewhere on the plans, soil profile of these specifications does not imply that these materials may be included under this classification unless so indicated in the contract proposal.

The Contractor shall immediately notify the Engineer when rock excavation is encountered during the progress of the work so the necessary measurements may be made for determining the volume removed.

### **PART 3 – EXECUTION**

#### 3.01 EXCAVATION:

- A. Excavate to the dimensions, shapes, and elevations as indicated and as required, by machine work, hand work, or a combination thereof. Do all excavation in an orderly and skillful manner and according to an approved schedule. Base all elevations, grades, and layouts upon bench marks and control points designated by the ENGINEER.
- B. All topsoil shall be stripped from the area within the construction limits and stockpiled for use in dressing out slopes before seeding.

## **SECTION 023000**

### **EARTHWORK**

- C. All excavations shall be made to proper depth and correct line, with sufficient allowance for correct forming, shoring, and inspection of foundation work. Pouring of concrete against earth side walls will not be permitted.
- D. Rough excavation must be stopped at least 3" from finished grade; fine excavation and dressing must be done by hand to the required depth.
- E. Before any foundations are placed on natural soils, the surface soils on which concrete will be placed shall be compacted with a vibratory compactor. The material to a depth of 2 feet below bottom of slab shall have a 95% standard AASHTO maximum dry density at or near optimum water content.
- F. Excavation under structures shall be at least two feet below the subgrade elevations shown on the plans.
- G. The Contractor shall provide, operate, and maintain all necessary pumps, discharge lines, well points, etc., in sufficient number and capacity to keep all excavation, bases, pits, tanks, etc., free from seepage, sanding, or running water at all times throughout the period of construction.
- H. A loaded tandem-axle dump truck or similar pneumatic tired equipment with a minimum weight of 15 tons and a maximum weight of 25 tons should be used to "PROOF" roll the exposed sub-grade prior to placing fill or construction of foundations.
- I. The Contractors shall assume all responsibility for security of the excavation required, employing bracing, lining, or other accepted means necessary to accomplish same.
- J. Satisfactory material removed from excavations shall be used in the construct of fills, embankments and for similar purposes. No satisfactory excavated material shall be wasted without specific written authorization. Coarse rock from excavations shall be stockpiled and used for construction slopes or embankments adjacent to streams, or sides and bottoms of channels and for protecting against erosion. No excavated material shall be disposed of in such a manner as to obstruct the flow of any stream, endanger a partly finished structure, impair the efficiency or appearance of any structure, or be detrimental to the completed work in any way.
- K. All ditching shall be cut to line, grade, and dimensions as required.
- L. The final exterior grade shall be dressed to easy contours.

## SECTION 023000

### EARTHWORK

3.02 FILLING AND BACKFILLING: Areas to be filled and on which structures will subsequently be constructed, as shown on plans, shall be filled as described in 3.02A below. Areas to be filled and on which structures will not be constructed shall be filled as described in 3.02B below. Backfill around structures and foundations shall be as described in 3.02C below.

A. Fill Under Structures: Backfill material shall consist of silty sands (SM) or clayey sands (SC) having a liquid limit of not more than 35 and a plasticity index within a range of 3 to 15.

1. Laboratory tests shall be performed on the backfill material and submitted to the Engineer for approval. Laboratory tests shall include:
  - Grain Size Analysis
  - Atterberg Limits
  - Field Density Tests
2. All tests shall conform to the latest methods as described in publications of the American Society for Testing and Materials (ASTM) and the American Association of State Highway & Transportation Officials (AASHTO).
3. The fill material shall be compacted with either a rubber-tired (eccentric-type) or sheep's-foot roller, whichever is appropriate. A vibrating compactor shall not be used for compacting the backfill under structures. The compaction equipment used must be approved by the Engineer.
4. The fill material shall be compacted in thin lifts not exceeding nine (9) inches in loose measure to a density which is equal to at least 95% of the Standard Proctor Density (ASTM D 698) for the material selected at moisture contents within 3 percentage points of the optimum moisture content.
5. Mechanical hand tamping will be allowed in areas which are inaccessible to the above method; however, 95% Standard Proctor Density shall be obtained at lifts not exceeding 5 inches.
6. Field Density tests shall be performed on each lift to ensure that proper compaction has been achieved. Subsequent lifts shall not be made until approval from the Engineer has been received.

B. Fill Outside Structure Limits:

1. All fill may be excavated earth, free from debris and foreign matter such as stumps, roots, etc.
2. Fill in this class shall be placed in layers not to exceed nine (9) inches in thickness (loose) and shall be compacted to a 95% Standard AASHTO maximum dry density at or near optimum water content.

## SECTION 023000

### EARTHWORK

#### C. Backfill:

1. Contractor shall backfill all sub-grade excavations immediately after Engineer's approval of work to be covered. Contractor shall securely tamp the backfilling with pneumatic rammer around all walls and piers. No backfilling or filling shall be done without approval of the Engineer, especially in the case of concrete walls sustaining earth pressure.
2. Surplus material resulting from the prosecution of excavation and backfill shall be used in grading the site as directed by the Engineer, but in no case shall it be placed in adjacent lands. Fill shall be placed in layers not exceeding 12" in depth and shall be compacted with bulldozers, or approved means.

3.03 GRANULAR SURFACE MATERIAL: Spread the granular material where required, as indicated on the drawings and as specified by the Engineer. Construction shall conform to Section S-304 of the Mississippi Standard Specifications for State Aid Road and Bridge Construction. Material shall be compacted to at least 100% of Standard Proctor (AASHTO T-99 and ASTM D-698) Density.

#### 3.04 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIALS:

- A. Any material encountered which, in the opinion of the Engineer, is unsuitable for use in the work, shall be removed and disposed of as directed. No excavation shall be wasted without permission of the Engineer. Surplus excavation shall be disposed of as directed, some in uniformly widening embankments or flattening slopes. Waste excavation shall be left presenting a neat appearance and well drained. Excavation material in excess of on-the-site requirements shall be hauled and deposited at a site provided by the Contractor. All excess materials shall be graded to a pleasing appearance and shall be smoothed suitable for mowing.
- B. Soils from ditch excavation shall be spread and leveled to blend with the ground contours and as to present a well-drained, pleasing appearance.

#### 3.05 FINISH GRADING:

- A. Contractor will control grading to prevent water drainage into excavated areas of project or from damaging other structures.
- B. Contractor shall insure drainage away from all buildings and other structures.
- C. The finished surfaces shall be reasonably smooth and compacted to a density previously specified.
- D. The degree of finish shall be that ordinarily obtainable from motor grader operations, except as otherwise specified.
- E. The surface of areas on which pavement is to be placed shall not vary more than 0.05 feet from the established grade.

## **SECTION 023000**

### **EARTHWORK**

F. Finish grading around structures shall be as directed by the Engineer for a neat and uniform appearance and proper coverage of the edges of the structure foundation.

**END OF SECTION 02300**

## **SECTION 023100**

### **LINEAR GRADING**

#### **PART 1 – GENERAL**

- 1.01 DESCRIPTION: This work shall consist of grading sections of roadway where, in general, the elevation of the existing ground surface or roadbed is practically parallel with the proposed grade line and the bulk of such excavation made will make the necessary embankment construction and can be moved by motor patrols, bull-dozers or other similar equipment to its final position on the adjacent roadway.
- 1.02 RELATED WORK
- A. Section 02300 – Earthwork
  - B. Section 02740 – Roadway Base and Pavement

#### **PART 2 – PRODUCTS**

Not Applicable

#### **PART 3 – EXECUTION**

- 3.01 LIGHT LINEAR GRADING: Light linear grading shall consist of pulling ditches, shaping foreslopes and machining the roadbed on a previously constructed road where only a small amount of machining is required to produce a finished section. Unless specifically shown on the plans machining of backslopes will not be required. All borrow material needed should be included in this pay item and shall be Class 9.
- 3.02 HEAVY LINEAR GRADING: Heavy linear grading shall consist of grading of such character that, in general, the excavation from backslopes, ditches and roadbed will be sufficient to construct the roadbed to the required lines, grades and cross section.
- 3.03 LINEAR GRADING SPECIAL: Linear grading special shall consist of mowing when necessary and grading ditches at locations noted on the plans. The material, from the grading operation, will be used to dress shoulders and foreslopes. It will not be necessary to dress back slopes unless noted on plans.
- 3.04 The finished section, constructed as shown on the typical section, shall be maintained and preserved by machining. The ditches shall be reasonably close to line and grade and completely drained.
- 3.05 DISPOSAL OF MATERIAL: Where linear grading is performed and the yield from pulling ditches, shaping backslopes or roadbed is in excess of the material necessary for the construction of the adjacent embankment and cannot be economically moved into its final position with a motor patrol or bulldozer or if necessary to obtain embankment material from other sources to complete the incidental grading corrections, such materials shall be classed as Unclassified Excavation (Special) (LVM) and shall be hauled to their designated final position, or disposal made as ordered.

**END OF SECTION 02310**



## SECTION 0023300

### TEMPORARY SILT FENCE

**S-023300.01--Description.** This work shall consist of furnishing, constructing, maintaining, and removing a water permeable filter type of fence for the purpose of removing suspended soil particles from the water passing through it in accordance with the requirements shown on the plans and these specifications.

The quantity of temporary silt fence to be installed will be affected by the actual conditions which occur during the construction of the project.

It is understood that measurement and payment for temporary silt fence will be made only when ordered, and a pay item is included in the bid schedule of the proposal. The quantities for temporary silt fences, when shown in the contract, are estimated for bidding purposes only, and these quantities may be varied dependent upon actual needs for the specific purpose designated.

### **MATERIALS**

**S-023300.02--Material Requirements.** The fabric and incidental materials for this work shall meet the requirements of S-714.13.

**S-023300.02.1--Posts.** Either wood or steel posts may be used. Wood posts shall be straight enough to provide a fence without noticeable misalignment. Steel posts shall have projections for fastening the wire to the fence.

**S-023300.02.2--Filter Fabric.** The filter fabric shall be composed of strong rot-proof synthetic fibers formed into a fabric of either the woven or unwoven type. Either type of fabric shall be free of any treatment or coating which might significantly alter its physical properties after installation. The fabric shall contain stabilizers and/or inhibitors to make the filaments resistant to deterioration resulting from exposure to sunlight or heat. The fabric shall be a pervious sheet of synthetic fibers oriented into a stable network so that the fibers retain their relative position with respect to each other.

The edges of the fabric shall be finished to prevent the outer yarn from pulling away from the fabric. The fabric shall be free of defects or flaws which significantly affect its physical and/or filtering properties. Sheets of fabric may be sewn or bonded together. No deviation from any physical requirements will be permitted due to the presence of the seam.

During all periods of shipment and storage, the fabric shall be wrapped in a heavy duty protective covering which will protect the cloth from sunlight, mud, dust, dirt and debris. The fabric shall not be exposed to temperatures greater than 140°F.

**S-023300.02.3--Identification.** Each roll of fabric or container shall be visibly labeled with the name of the manufacturer, type of fabric or trade name, lot number and quantity of material.

**S-023300.02.4--Certification.** The Contractor shall furnish to the Engineer three copies of the Manufacturer's certified test report(s) showing results of all required tests and certification that the material meets the specifications. Also forward three copies of the manufacturer's or

## SECTION 0023300

### TEMPORARY SILT FENCE

distributor's certification showing the wire size for each shipment of staples.

#### CONSTRUCTION REQUIREMENTS

**S-023300.03--General.** Silt fences shall be constructed at the locations shown on the plans or as directed by the Engineer.

All posts shall be installed so that no more than three feet of the post protrude above the ground. Extra post for bracing shall be installed as directed by the Engineer. The woven wire shall be securely fastened to the wood posts with staples. When metal posts are used, the wire shall be fastened to the posts with wire or other approved means. The fabric shall be attached to the wire fence with wire or other approved means. The bottom edge of the fabric shall be buried 6 inches below ground surface to prevent undermining. When splicing of the fabric is necessary, two posts shall be installed approximately 18 inches apart and each piece of fabric shall be fastened to both posts.

At the time of or during installation, the fabric will be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacturing, transporting, storage or installation.

Fabric meeting the requirements of Type II may be installed without the woven wire fence backing, provided:

- A. Post spacing is reduced to six feet or less.
- B. The fabric has been approved by the Engineer, and the manufacturer recommends its use without the woven wire fence backing.
- C. Fence posts shall be inclined toward the runoff source at an angle of not more than 20° from vertical.
- D. Fabric shall be attached to the posts as recommended by the manufacturer.

**S-023300.04--Maintenance and Removal.** The Contractor shall maintain the silt fence and shall remove and replace when deteriorated to such extent that it is no longer effective. The Contractor shall remove accumulated siltation when sediment reaches one half the fence height.

Unless otherwise specified, all silt fences shall be removed. Upon removal, the Contractor shall remove and dispose of excess silt accumulations, dress the area to give a pleasing appearance and vegetate all bare areas in accordance with contract requirements. The fence materials will remain the property of the Contractor and may be used at other locations provided the materials are acceptable to the Engineer.

**END OF SECTION 0023300**

## SECTION 023900

### ROCK RIPRAP

#### PART 1 - DESCRIPTION

- 1.01 SCOPE OF WORK: This item shall consist of furnishing all labor, equipment, tools, and incidentals, and placing a protective covering of erosion resistant material where shown on the plans for slope or ditch protection. This work shall be in accordance with these specifications and in reasonably close conformity with the lines, grades and dimensions shown on the plans or established, and other work incidental to a complete job in accordance with these specifications, the contract drawings and directions of the Engineer.

#### PART 2 - MATERIALS AND TESTS

- 2.01 MATERIALS REQUIREMENTS: Materials shall conform to the following:

- A. Filter fabric shall conform to the following physical properties:

| <u>PHYSICAL PROPERTY</u>          | <u>REQUIREMENT</u> | <u>TEST METHOD</u> |
|-----------------------------------|--------------------|--------------------|
| Grab Strength (lbs)               | 200                | ASTM D 4632        |
| Elongation (%)                    | 50% min            | ASTM D 4632        |
| Seam Strength (lbs)               | 180                | ASTM D 4632        |
| Puncture Strength (lbs)           | 80                 | ASTM D 4883        |
| Trapezoid Tear (lbs)              | 80                 | ASTM D 4533        |
| Permittivity (sec <sup>-1</sup> ) | 0.15               | ASTM D 4491        |
| AOS Woven (mm)                    | 0.21-0.43          | ASTM D 4751        |
| AOS Non-Woven (mm)                | <0.43              | ASTM D 4751        |

Each roll of geotextile or container shall be visibly labeled with the name of manufacturer, type of geotextile or trade name, lot number, and quantity of material.

The Contractor shall furnish to the Engineer three copies of the manufacturer's certification that each lot in a shipment complies with the requirements of the contract. Certification of geotextile fabric shall include a material conformance statement that the geotextile fabric meets or exceeds the minimum average roll values specified in the above table. All geotextile, steel pins, washers, fence posts, woven wire, and wire staples are subject to approval by the Engineer upon delivery to the site.

- B. Securing Pins – Steel pins used for anchoring the geotextile shall be three-sixteenth inch (3/16") in diameter, minimum length of 15 inches, pointed at one end and fabricated with a head for retaining a steel washer. A minimum one and one-half inch (1 ½") washer shall be installed on each pin.
- C. Grout for grouted riprap shall consist of one part Portland cement, and three parts of approved sand thoroughly mixed with water to produce grout having a thick, creamy consistency.
- D. Aggregate for loose riprap, stone riprap for foundation protection, or that to be grouted shall consist of field stone, broken concrete, or rough, unhewn quarry stone as nearly rectangular in section as is practicable. The stone shall be dense, free of clay or shale seams, resistant to the action of air and water, and suitable in all other respects for the purpose intended.

## SECTION 023900

### ROCK RIPRAP

Quality requirements for rock to be furnished under these specifications will be checked or tested as determined by the Testing Engineer prior to use and subsequently if deemed appropriate.

- E. Stones for riprap, of the size specified, shall meet the requirements for size by weight of the mass as specified in the following table:

PERCENTAGE LARGER THAN  
(By weight of the mass)

| Rock Size | 8 Ton | 4 Ton | 2 Ton | 1 Ton | 1/2 Ton | 1/4 Ton | 300 Lbs. | 200 Lbs. | 100 Lbs. |
|-----------|-------|-------|-------|-------|---------|---------|----------|----------|----------|
| 8 Ton     | 50    | 0     |       |       |         |         |          |          |          |
| 4 Ton     | 85    | 50    | 0     |       |         |         |          |          |          |
| 2 Ton     | -     | 95    | 50    | 0     |         |         |          |          |          |
| 1 Ton     | -     | -     | 95    | 50    | 0       |         |          |          |          |
| 1/2 Ton   | -     | -     | -     | 95    | 50      | 0       |          |          |          |
| 1/4 Ton   | -     | -     | -     | -     | 95      | 50      |          |          |          |
| 300 Lbs.  | -     | -     | -     | -     | -       | -       | 0        |          |          |
| 200 Lbs.  | -     | -     | -     | -     | -       | -       | -        | 0        |          |
| 100 Lbs.  | -     | -     | -     | -     | -       | -       | -        | -        | 0        |
| 75 Lbs.   | -     | -     | -     | -     | -       | 90      | -        | -        | -        |
| 60 Lbs.   | -     | -     | -     | -     | -       | -       | 80       | -        | -        |
| 40 Lbs.   | -     | -     | -     | -     | -       | -       | -        | 80       | -        |
| 20 Lbs.   | -     | -     | -     | -     | -       | -       | 90       | -        | 80       |
| 10 Lbs.   | -     | -     | -     | -     | -       | -       | -        | 90       | -        |
| 5 Lbs.    | -     | -     | -     | -     | -       | -       | -        | -        | 90       |

This table sets out minimum requirements for the large stone per size designation. The Contractor shall furnish material well graded with the smaller stones such that a homogeneous blanket of riprap will result with all interstices reasonably well filled with rock.

## **SECTION 023900**

### **ROCK RIPRAP**

#### **PART 3 - EXECUTION**

- 3.01 Prior to the construction of riprap or slope paving, the slopes or ground surface shall be shaped to lines and grades indicated on the plans or directed, and shall be thoroughly compacted by the use of mechanical or hand tamps. Unless otherwise stipulated or directed, slopes shall not be steeper than the natural angle of repose of the material upon which riprap is to be constructed.
- 3.02 The outer edges and the top of the riprap or slope paving where the construction terminates shall be formed so that the surface of the riprap or slope paving will be embedded and even with the surface of the adjacent slope or ground, and the bottom of the riprap or slope paving shall be placed at least two feet below the natural ground surface unless otherwise directed.
- 3.03 Filter fabric shall be placed with the long dimension perpendicular to the centerline of the channel and laid loosely but without wrinkles or creases. Fabric shall be placed to provide a minimum 18 inches of overlap at each joint. Securing pins with washers shall be inserted through both strips of overlapped geotextile at mid-point and not greater than two foot intervals.
- 3.04 Filter fabric shall be placed so upstream strip overlaps the downstream strip.
- 3.05 Rock riprap shall not be dropped on the fabric from a height greater than two (2) feet.
- 3.06 All riprap or slope paving shall be started at the bottom of the slope and constructed upward.
- 3.07 Concrete grout applied to riprap slopes shall extend to a minimum depth of 75% of the thickness of the riprap.
- 3.08 The surface of the grouted riprap shall be swept with a stiff broom.

**END OF SECTION 02390**

## SECTION 026110

### CORRUGATED SMOOTH BORE POLYETHYLENE PIPE

#### PART 1 - GENERAL

- 1.01 SCOPE: This section covers materials, handling, and installation of high density polyethylene corrugated pipe with a smooth bore interior and appurtenances.

This specification is applicable to nominal sizes 6 - 36 inch diameter. Requirements for test methods, dimensions, and markings are those found in AASHTO Designation M-294.

- 1.02 SUBMITTALS, INSPECTIONS, TESTING AND CERTIFICATES FOR MATERIALS:

Corrugated Smooth Bore P.E. Pipe, Fittings, and Flared Ends - Before laying any of these, submit to the ENGINEER a manufacturers' certification that the product was manufactured, tested, and supplied in accordance with this specification .

- 1.03 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. All pipe fittings and other appurtenances shall be examined carefully for damage and other defects immediately before installation. Defective materials shall be marked and held for inspection by the ENGINEER, who may prescribe corrective repairs or reject the materials.
- B. The pipe and fittings shall be free of foreign inclusions and visible defects. The ends of the pipe shall be cut squarely and cleanly so as not to adversely effect joining.
- C. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

#### PART 2 - PRODUCTS

- 2.01 PIPE MATERIALS AND JOINTS: Pipe and fittings shall be made of polyethylene compounds which meet or exceed the requirements of Type III, Category 4 or 5, Grade P33 or P34, Class C per ASTM D-1248 with the applicable requirements defined in ASTM D-1248. Clean reworked material may be used.

Minimum parallel plate pipe stiffness values at 5% deflection shall be as follows:

| <u>Diameter</u>               | <u>Pipe Stiffness *</u> |
|-------------------------------|-------------------------|
| 12"                           | 45 psi                  |
| 15"                           | 42 psi                  |
| 18"                           | 40 psi                  |
| 24"                           | 34 psi                  |
| 30"                           | 28 psi                  |
| 36"                           | 22 psi                  |
| * Per ASTM Test Method D-2412 |                         |

## SECTION 026110

### CORRUGATED SMOOTH BORE POLYETHYLENE PIPE

#### 2.02 PIPE BEDDING MATERIAL FOR STORM SEWER PIPE:

- A. Pipe Bedding Material Under Road Beds: The following bedding and initial backfill material shall be used for all storm sewer pipes which are to be placed under road beds.
  - 1. Granular Bedding Material shall be crushed rock, crushed stone, or washed gravel, 95% by weight passing a 3/4" screen, and 95% by weight retained on a No. 4 sieve.
  - 2. Initial Backfill Material shall consist of natural material removed from trench free from any large stones or pavement materials produced from street cutting operations placed and compacted as specified.
- B. Pipe Bedding Material Under Other Areas: The following bedding and initial backfill material shall be used for all storm sewer pipes which do not lie under road beds.
  - 1. Bedding of replacement sewers shall consist of the undisturbed trench bottom after existing sewer lines are carefully removed.
  - 2. Initial Backfill shall consist of native material free of debris, organic material, and stones.

### **PART 3 - EXECUTION**

#### 3.01 PIPE BEDDING FOR STORM SEWER PIPES:

- A. Pipe Bedding Under Road Beds:
  - 1. General: These bedding procedures shall be used for all storm sewer pipes which lie under road beds.
  - 2. Pipe Bedding specified below includes all material below and on each side of the pipes and also initial backfilling up to 12" above pipe tops. Remaining backfill from 12" above pipe top to paving subgrade shall be as specified.
  - 3. Unless otherwise indicated, otherwise specified, or otherwise authorized, lay storm sewer pipe with granular bedding material and initial backfill material as specified herein.
  - 4. Pipe Bedding for Storm Sewer Pipe Under Road Beds: This shall consist of the specified granular pipe bedding material placed on the trench bottom to full trench width, extending 4" to 6" below pipe bottom, and extending up the sides of pipe to pipe top; and initial backfill from pipe top up to 12" above pipe, hand placed and compacted before placing any remaining backfill.

## SECTION 026110

### CORRUGATED SMOOTH BORE POLYETHYLENE PIPE

5. Initial Backfill Material: From pipe top up to 12" above pipe top, initial backfill material shall be specified initial backfill material placed in maximum 6" layers and compacted to 95% maximum density as determined by AASHTO T180, before placing any remaining backfill.
- B. Pipe Bedding Under Other Areas:
1. General: These bedding procedures shall be used for all storm sewer pipe which do not lie under road beds.
  2. The pipe bedding specified below includes all material below and on each side of the pipes and also initial backfilling up to 12" above pipe tops. Remaining backfill from 12" above pipe top to existing subgrade shall be as specified under Section 02315 - Excavation, Trenching, and Backfilling.
  3. Unless otherwise indicated, otherwise specified, or otherwise authorized, lay storm sewers with bedding and initial backfill material as specified herein.
  4. Pipe Bedding for Storm Sewer Pipes in Open Areas: This shall consist of the specified bedding material placed on the trench bottom to full trench width and extending up the sides of the pipe to pipe top compacted to the density of the surrounding soil material; and initial backfill material from pipe top up to 12" above pipe hand placed and compacted before placing any remaining backfill.
  5. Initial Backfill Material: From pipe top up to 12" above pipe top, initial backfill material shall be as specified herein placed and compacted to density of adjacent soil before placing any remaining backfill.

#### 3.02 HANDLING AND LAYING STORM SEWER PIPE:

- A. Installation shall be in accordance with ASTM Recommended Practice D-2321 or as specified by the Project Engineer or local approving agency.
- B. General: Lay storm sewer lines so that their inverts will conform accurately to the lines, grades, and elevations indicated and/or shown on previously approved cut sheets. Provide mason's lines, batter boards, and supports, and/or other suitable equipment as necessary to insure the installation of the sewer lines to the required lines, grades, and elevations.
- C. Handling: Provide and use suitable equipment for the safe and convenient handling of piping materials. Unload all piping materials carefully and lower them carefully into the trenches, piece by piece, in a manner that will prevent damage to the materials and trenches. Do not under any circumstances drop or dump piping materials, either from transportation vehicles, or into trenches. Before laying inspect each length of pipe and each fitting for defects. Promptly remove all defective fittings and pipe from the pipe laying area.
- D. Laying: Begin laying pipe in finished trench at the lowest points, proceeding upgrade. Lay pipe with the bedding method required to accommodate the conditions encountered and with water-tight joints. Dewater trenches during laying and jointing, as specified



## SECTION 026110

### CORRUGATED SMOOTH BORE POLYETHYLENE PIPE

hereinbefore. Keep trenches water-free and as dry as practicable during bedding, laying, and jointing, and until the work will not be adversely affected by submergence.

- E. Jointing: Joints shall be made with split couplings, corrugated to match the pipe corrugations, and shall engage a minimum of 6 corrugations for 12" - 24" diameter and 4 corrugations for 30" and 36" diameter pipe. Where required by the Engineer, a neoprene gasket shall be utilized with the coupling to provide a soil tight joint.
- F. Cover: Cover limitations required for corrugated storm sewer pipes (N-12) under roadbeds shall be as follows:

| <u>Diameter</u>     | <u>Minimum Cover</u> | <u>Maximum Cover</u> |
|---------------------|----------------------|----------------------|
|                     | H20                  | E80                  |
| 4", 6", 8" 10", 12" | 12                   | 2458                 |
| 15"                 | 12                   | 2459                 |
| 18"                 | 12                   | 2462                 |
| 24"                 | 12                   | 2461                 |
| 30"                 | 12                   | 2461                 |
| 36"                 | 12                   | 2461                 |

Previous cover limitations were calculated using load factor design per AASHTO procedures on pipe manufactured to AASHTO M-294 or M-252.

**END OF SECTION 02611**

## **SECTION 031100**

### **CONCRETE FORMING**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION**

- A. Scope: CONTRACTOR shall provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install the concrete formwork. The Work also includes providing openings in formwork to accommodate the Work under this and other Sections and building into the formwork all items such as sleeves, anchor bolts, inserts and all other items to be embedded in concrete for which placement is not specifically provided under other Sections.
- B. Coordination:
  - 1. Review installation procedures under other Sections and coordinate the installation of items that must be installed with the formwork.
  - 2. Notify other CONTRACTORS in advance of the construction of the formwork to provide the other CONTRACTORS with sufficient time for the installation of items included in their contracts that must be installed with the formwork.

##### **1.02 QUALITY ASSURANCE**

- A. CONTRACTOR shall examine the substratum and the conditions under which concrete formwork is to be performed, and notify the ENGINEER in writing of unsatisfactory conditions. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the ENGINEER.
- B. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified:
  - 1. ACI 347, Recommended Practice for Concrete Formwork.
- C. Allowable Tolerances: Construct formwork to provide completed concrete surfaces complying with tolerances specified in ACI 347, Chapter 3.3, except as otherwise specified.
- D. All items for permanent or temporary facilities shall be used in accordance with manufacturers' instructions.

##### **1.03 SUBMITTALS**

Shop Drawings: Submit for information purposes copies of manufacturer's data and installation instructions for proprietary materials, including form coatings, manufactured form systems, ties and accessories.

##### **1.04 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. On delivery to job site, place materials in area protected from weather.

- B. Store materials above ground on framework or blocking. Cover wood for forms with protective waterproof covering. Provide for adequate air circulation or ventilation.
- C. Handle materials to prevent damage.

## **PART 2 - PRODUCTS**

### **2.01 FORM MATERIALS**

- A. Forms for Exposed Finish Concrete: Unless otherwise shown or specified, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood-faced or other panel type materials acceptable to ENGINEER, to provide continuous, straight, smooth as-cast surfaces. Furnish in largest practical sizes to minimize number of joints and to conform to joint system shown or specified. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.
- B. Forms for Unexposed Finish Concrete: Form concrete surfaces that will be unexposed in the finished structure with plywood, lumber, metal, or other acceptable material. Provide lumber that is dressed on at least two edges and one side.
- C. Form Ties:
  - 1. Provide factory-fabricated, removable or snapoff metal form ties, designed to prevent form deflection, and to prevent spalling of concrete surfaces upon removal. Materials used for tying forms will be subject to approval of the ENGINEER.
  - 2. Unless otherwise shown, provide ties so that portion remaining within concrete after removal of exterior parts is at least one-inch from the outer concrete surface. Unless otherwise shown, provide form ties that will leave a hole no larger than one-inch diameter in the concrete surface.
  - 3. Ties for exterior walls and walls subject to hydrostatic pressure shall have waterstops.
  - 4. Provide wood or plastic cones for ties, where concrete is exposed in the finish structure and in the interior of tanks.
  - 5. Provide stainless steel form ties for planned exposed tie hole locations, where shown on the Drawings. When used, tie break back point shall be at least one inch from outer concrete surface.
  - 6. Wire ties are not acceptable.
- D. Forms Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatment of concrete surfaces requiring bond or adhesion, nor impede the wetting of surfaces to be cured with water or curing compounds. For concrete surfaces which will be in contact with potable water, the form coating shall be a mineral oil base coating.

### **2.02 DESIGN OF FORMWORK**

- A. Design, erect, support, brace and maintain formwork so that it shall safely support vertical and lateral loads that might be applied, until such loads can be supported by the concrete structure. Carry vertical and lateral loads to ground by formwork system or in-place construction that has attained adequate strength for this purpose. Construct formwork so that concrete members and structures are of correct size, shape, alignment, elevation and position.

- B. Design forms and falsework to include values of live load, dead load, weight of moving equipment operated on formwork, concrete mix, height of concrete drop, vibrator frequency, ambient temperature, foundation pressures, stresses, lateral stability, and other factors pertinent to safety of structure during construction.
- C. Provide shores and struts with positive means of adjustment capable of taking up formwork settlement during concrete placing operations, using wedges or jacks or a combination thereof. Provide trussed supports when adequate foundations for shores and struts cannot be secured.
- D. Support form facing materials by structural members spaced sufficiently close to prevent significant deflection. Fit forms placed in successive units for continuous surfaces to accurate alignment, free from irregularities and within allowable tolerances. For long span members without intermediate supports, provide camber in formwork as required for anticipated deflections resulting from weight and pressure of fresh concrete and construction loads.
- E. Design formwork to be readily removable without impact, shock or damage to concrete surfaces and adjacent materials.
- F. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and fins.

## **PART 3 - EXECUTION**

### **3.01 INSPECTION**

Examine conditions under which formwork is to be installed, and notify ENGINEER in writing of unsatisfactory conditions existing. Do not proceed with the Work until unsatisfactory conditions or deficiencies have been corrected in a manner acceptable to ENGINEER.

### **3.02 FORM CONSTRUCTION**

- A. All forms shall be built mortar-tight and sufficiently rigid to prevent distortion due to pressure of the concrete and other loads incident to the construction operations. Forms shall be constructed and maintained so as to prevent warping and the opening of joints due to shrinkage. The forms shall be substantial and unyielding and shall be so designed that the finished concrete will conform to the proper dimensions and contours. The design of the forms shall take into account the effect of vibration of concrete as it is placed.
- B. Forms shall have sufficient strength to carry safely the load of concrete with a construction live load of at least 50 pounds per square foot; be stiff enough to prevent any appreciable bulging, sagging or moving out of position; be tight enough to prevent any appreciable loss of mortar; and be arranged so that they can be safely and easily removed without damaging concrete. Construct and erect forms with the fewest practicable number of joints, and to insure straight, plumb, level, and smooth concrete surfaces with all angles sharp and true to line. Use form oil and wetting as required to accomplish these results.
- C. Construct forms complying with ACI 347; to the exact sizes, shapes, lines and dimensions shown as required to obtain accurate alignment, location and grades; to tolerances specified; and to obtain level and plumb work in finish structures. Provide for openings, offsets, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads,

anchorage and inserts, and other features required. Use selected materials to obtain required finishes. Finish shall be as determined by approved mock-up or sample panel, if specified.

- D. Fabricate forms for easy removal without damaging concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where the slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and assure ease of removal.
- E. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Brace temporary closures and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms in locations as inconspicuous as possible, consistent with requirements of the Work. Form intersecting planes of openings to provide true, clean-cut corners, with edge grain of plywood not exposed as form for concrete.
- F. Minimum requirements for slab overhang forms shall be 3/4-inch plywood supported on 2"x6" S4S wood timbers placed flatwise on 16-inch centers. Adjustable brackets for support of slab overhang forms shall be spaced at a maximum distance of 3'-0" center to center unless specifically approved otherwise. Grade points for forms shall coincide with the location of the adjustable form brackets.
- G. Metal ties or anchorages within the forms shall be so constructed as to permit their removal, without injury to the concrete, to a depth of at least the reinforcing steel clearance shown on the plans. Nippers shall be used for green concrete. All fittings for metal ties shall be designed so that upon their removal the cavities which are left will be the smallest practicable size. The cavities shall be filled with cement mortar and the surface left sound, smooth, even, and uniform in color.
- H. Forms shall be set and maintained to the lines designated until the concrete is sufficiently cured for form removal. Forms shall remain in place for periods which shall be determined as hereinafter specified. If forms are deemed to be unsatisfactory in any way, either before or during the placing of concrete, the ENGINEER will order the work stopped until the defects have been corrected.
- I. Access to the lower portions of forms for narrow walls and columns shall be provided for cleaning out extraneous material immediately before placing the concrete.
- J. All forms shall be treated with an approved oil or saturated with water immediately before placing the concrete. For rail members or other members with exposed faces, the forms shall be treated only with an approved oil to prevent the adherence of concrete. Any material which will adhere to or discolor the concrete shall not be used.
- K. When metal forms are used they shall be kept free from rust, grease, or other foreign matter which will discolor the concrete. They shall be of sufficient thickness and so connected that they will remain true to shape and line, and shall conform in all respects as herein prescribed for mortar tightness, filleted corners, beveled projections, etc. They shall be constructed so as to insure easy removal without injury to concrete. All inside bolt and rivet heads shall be countersunk.
- L. Chamfer exposed corners and edges as shown, using wood, metal, PVC or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints. All chamfer strips shall be dressed, straight, and of uniform width and shall be maintained as such at all times.

M. Falsework:

1. The CONTRACTOR shall submit to the ENGINEER four copies of structural design analysis and detail drawings which show the method of falsework or centering. These designs and detail plans shall be prepared and bear the seal of a Registered Professional Engineer with experience in falsework design.
2. Falsework plans shall include falsework elevations together with all other dimensions and details which is considered necessary for construction. Other pertinent data needed is size and spacing of all falsework members and minimum bearing requirements for false piles.
3. Erect falsework and support, brace and maintain it to safely support vertical, lateral and asymmetrical loads applied until such loads can be supported by in-place concrete structures. Construct falsework so that adjustments can be made for take-up and settlement. Upon completion of falsework erection, the Registered Professional Engineer shall certify that the erected falsework is capable of supporting the load for construction.
4. Falsework piling shall be spaced and driven so that the bearing value of each pile is sufficient to support the load that will be imposed upon it. The bearing value of the piles should be calculated according to the appropriate formula given in Section 803 of the Mississippi Standard Specifications for Road and Bridge Construction, 1990 Edition.
5. For designing falsework and centering, a weight of 150 pounds per cubic foot shall be assumed for green concrete. All falsework shall be designed and constructed to provide the necessary rigidity and to support the loads without appreciable settlement or deformation. Carefully inspect falsework and formwork during and after concrete placement operations to determine abnormal deflection or signs of failure; make necessary adjustments to produce finished Work of required dimensions. The CONTRACTOR may be required to employ screw jacks or hardwood wedges to take up slight settlement in the falsework either before or during the placing of concrete. An allowance shall be made for anticipated compressibility of falsework and for the placement of shims, wedges, or jacks to produce the permanent structural camber shown on the plans. If during construction, any weakness develops and the falsework shows any undue settlement or distortion, the work shall be stopped, the part of the structure affected removed, and the falsework strengthened before work is resumed. Falsework which cannot be founded on a satisfactory footing shall be supported on piling, which shall be spaced, driven, and removed (reference Section 804.03.15 of the Mississippi Standard Specifications for Road and Bridge Construction, 1990 Edition) in a manner approved by the ENGINEER.
6. All structures built across a public street or highway on which maintenance of traffic is required, shall have falsework so arranged that a vertical clearance of at least 13'-6", and unless otherwise specified, a horizontal clearance of at least the width of the traveled way shall be provided at all times. If the vertical clearance is less than 13'-6" or the horizontal clearance is less than the full crown width of the roadway, the CONTRACTOR shall install and maintain appropriate safety devices, clearance signs, and warning lights, and shall notify the ENGINEER sufficiently in advance of restricting the clearance for him to advise both the Traffic Control and Safety and the Maintenance Divisions.

N. Forms for Exposed Concrete:

1. Shall be of uniform thickness with a smooth inside surface of an approved type.
2. Joints shall be closely fitted to eliminate fins, stone pockets, or other variations in the surface of the concrete which would mar a smooth and uniform texture.
3. Do not use metal cover plates for patching holes or defects in forms.
4. Provide sharp, clean corners at intersecting planes, without visible edges or offsets. Back joints with extra studs or girts to maintain true, square intersections.
5. Use extra studs, walers and bracing to prevent bowing of forms between studs and to avoid

bowed appearance in concrete. Do not use narrow strips of form material that will produce bow.

6. Assemble forms so they may be readily removed without damage to exposed concrete surfaces.
7. Form molding shapes, recesses and projections with smooth-finish materials, and install in forms with sealed joints to prevent displacement.

O. Corner Treatment:

1. Form exposed corners of beams, walls, foundations, bases and columns to produce smooth, solid, unbroken lines, except as otherwise shown. Except as specified below for reentrant or internal corners, exposed corners shall be chamfered.
2. Form chamfers with 3/4-inch by 3/4-inch strips, unless otherwise shown, accurately formed and surfaced to produce uniformly straight lines and tight edge joints. Extend terminal edges to required limit and miter chamfer strips at changes in direction.
3. Reentrant or internal corners and unexposed, buried corners may be formed either square or chamfered.

P. Openings and Built-In Work:

1. Provide openings in concrete formwork shown or required by other Sections or other contracts. Refer to paragraph 1.01B herein for the requirements of coordination.
2. Accurately place and securely support items to be built into forms.
3. Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases from trades providing such ties.

Q. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is to be placed. Retighten forms immediately after concrete placement as required to eliminate mortar leaks.

### 3.03 FORM COATINGS

- A. Coat form contact surfaces with a non-staining form-coating compound before reinforcement is placed. Do not allow excess form coating material to accumulate in the forms or to come into contact with surfaces which will be bonded to fresh concrete. Apply in compliance with manufacturer's instructions.
- B. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.
- C. Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of the form-coating compound manufacturer's directions.

### 3.04 INSTALLATION OF EMBEDDED ITEMS

- A. General: Set and build into the formwork, anchorage devices and other embedded items, shown, specified or required by other Sections and other contracts. Refer to paragraph 1.01B herein for the requirements of coordination. Use necessary setting drawings, diagrams, instructions and directions.
- B. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in the finished slab surface. Provide and

secure units to support screeds.

### 3.05 FIELD QUALITY CONTROL

- A. Before concrete placement, CONTRACTOR shall check the formwork, including lines, ties, tie cones, and form coatings. He shall make corrections and adjustments to ensure proper size and location of concrete members and stability of forming systems.
- B. During concrete placement CONTRACTOR shall check formwork and related supports to ensure that forms are not displaced and that completed Work shall be within specified tolerances.
- C. If CONTRACTOR finds that forms are unsatisfactory in any way, either before or during placing of concrete, placement of concrete shall be postponed or stopped until the defects have been corrected, and reviewed by the ENGINEER.

### 3.06 REMOVAL OF FORMS

- A. Conform to the requirements of ACI 301, Chapter 4 and ACI 347, Chapter 3.6.2.3, except as specified below.
- B. Form facing material shall remain in place a minimum of five days after concrete placement unless otherwise approved by ENGINEER.
- C. Do not remove supporting forms or shoring until the members have acquired sufficient strength to safely support their weight and the load upon them. Results of suitable control tests may be used as evidence that the concrete has attained sufficient strength.
- D. The time for removal of all forms will be subject to the ENGINEER'S approval.
- E. In the determination of the time for the removal of falsework, forms, and housing and the discontinuous of heating, consideration shall be given to the location and character of the structure, the weather and other conditions influencing the setting of the concrete, and the materials used in the mix. No forms or supports shall be removed prior and approval by the Engineer. During cold weather, removal of housing and the discontinuous of heating shall be in accordance with Section 804.03.16.1 of the Mississippi Standard Specifications for Road and Bridge Construction, 1990 Edition.
- F. At the CONTRACTOR'S option and with the approval of the ENGINEER, the time for removal of forms may be determined by cylinder tests, in which case the CONTRACTOR shall furnish facilities for testing the cylinders. The facilities shall include an approved concrete testing machine of sufficient capacity and calibrated by an acceptable commercial laboratory. Tests shall be conducted in the presence of the ENGINEER'S representative to witness and record strengths obtained on each break or performed by a certified testing laboratory.
- G. Methods of form removal likely to cause overstressing of the concrete shall not be used. Forms and supports shall be removed in a manner that will permit the concrete to uniformly and gradually take the stresses due to its own weight. Centers shall be gradually and uniformly lowered in a manner that will avoid injurious stresses in any part of the structure.
- H. As soon as concrete for railings, ornamental work, parapets, and vertical faces which required a rubbed finish has attained a safe strength, the forms shall be carefully removed without marring the



surfaces and corners, the required finishing performed, and the required curing continued.

- I. Prior to final acceptance of the work, the CONTRACTOR shall remove all falsework, forms, excavated material, or other material placed in the stream channel during construction. Falsework piles may be cut or broken off at least one foot below the mudline or ground line unless the plans specifically indicate that they are to be pulled and completely removed from the channel.

### 3.07 PERMANENT SHORES

- A. Provide permanent shores as defined in ACI 347 Chapter 3.7.
- B. Reshores will not be permitted.

### 3.08 RE-USE OF FORMS

- A. Clean and repair surfaces of forms to be re-used in the Work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable. Apply new form coating compound material to concrete contact surfaces as specified for new formwork.
- B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close all joints. Align and secure joints to avoid offsets. Do not use "patched" forms for exposed concrete surfaces. Form surfaces shall be subject to the ENGINEER'S approval.
- C. The shape, strength, and rigidity, water-tightness, and surface smoothness of reused forms shall be maintained at all times. Warped or bulged lumber shall be resized before being reused. Forms which are unsatisfactory in any respect shall not be reused.

## **PART 4 –COMPENSATION (NOT USED)**

**\* \* END OF SECTION \* \***

## **SECTION 031500**

### **CONCRETE ACCESSORIES**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION**

- A. Scope:
  - 1. CONTRACTOR shall provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install concrete accessories.
  - 2. The types of concrete accessories required include the following:
    - a. Construction joints.
    - b. Expansion joints and fillers.
    - c. Control joints.
- B. General: All joints subject to hydrostatic pressure shall be provided with continuous water stop.
- C. Related Work Specified Elsewhere:
  - 1. Section 031000 - Concrete Forming.

##### **1.02 QUALITY ASSURANCE**

- A. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified:
  - 1. ACI 301, Specifications for Structural Concrete for Buildings, Chapter 6, Joints and Embedded Items.
  - 2. ASTM A 36, Structural Steel.
  - 3. ASTM D 1752, Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.
  - 4. ASTM B 164, Nickel-Copper Alloy Rod and Bar.
- B. All manufactured items shall be installed in accordance with manufacturer's instructions.

##### **1.03 SUBMITTALS**

- A. Samples: Submit for approval the following samples:
  - 1. Cork expansion joint fillers.
  - 2. Multipolymer plastic bearing strips.
- B. Shop Drawings: Submit for approval the following:
  - 1. Manufacturer's specifications and installation instructions for all materials required.
  - 2. Layout of all construction joint locations prior to the submittal of steel reinforcing drawings.
  - 3. Detail for joining polyvinyl chloride to steel waterstops.

## **PART 2 - PRODUCTS**

### **2.01 WATERSTOPS**

Waterstops shall be of the highest grade virgin polyvinyl chloride (PVC) meeting the latest revision of Corps of Engineers' Specification CRD-C-572. No scrap or reclaimed PVC shall be used in the compound. Waterstops required for expansion joints shall be 9 inches in width, 3/8-inch in web thickness dumbbell type with 3/4-inch I.D. center bulb, capable of withstanding a hydrostatic pressure of 150 feet. Waterstops required for all other joint conditions shall be 6 inches in width, 3/8-inch in web thickness, dumbbell type capable of withstanding a hydrostatic pressure of 125 feet. Manufacturers meeting the geometry and specifications are: Greenstreak Plastic Products, Box 7139, St. Louis, Missouri 63177, (314) 225-9400, Style No. 748 for the 6 inch by 3/8-inch and style 753 for the 9 inch by 3/8-inch; Vinylex Corporation, P.O. Box 7187, Knoxville, Tennessee, 37921, (615) 690-2211, Catalog No. D6-38 for the 6 inch by 3/8-inch and DB9-38 for the 9 inch by 3/8-inch. Other products shall not be used without prior review and acceptance by the Engineer. Rubber waterstops meeting the latest revision of Corps of Engineers' Specification CRD-C-513 will be considered equal.

### **2.02 PREMOLDED EXPANSION JOINT FILLER**

- A. Premolded joint filler (PJF) for interior expansion joints shall be self-expanding cork consisting of preformed strips that have been formed from clean granulated cork particles securely bound together by a synthetic resin of an insoluble nature. The PJF shall be capable of expanding 140 percent of its original thickness, which shall be 3/4-inch unless shown otherwise on the Drawings. The PJF shall meet the specification requirements of the latest revision of Corps of Engineers' Specification CRD-C 509, Type III and ASTM D 1752 Type III. Manufacturers meeting the specification requirements are: Sealtight Products by W.R. Meadows, Inc., P.O. Box 543, Elgin, IL 60120, (312) 683-4500 and Tex-Mastic Products by J & P Petroleum Products, Inc., P.O. Box 4206, Dallas, TX 75208, (214) 331-5401. Other products shall not be used without prior review and acceptance by the Engineer.
- B. Premolded joint filler (PJF) for exterior expansion joints between concrete slabs and structural walls, where specifically shown on the Drawings shall be asphalt impregnated fiber board conforming to the latest revision of ASTM D 1751. Thickness of the PJF shall be 3/4-inch unless otherwise shown on the Drawings. Manufacturers meeting the specification requirements are: Sealtight Products by W.R. Meadows, Inc., P.O. Box 543, Elgin, IL 60120, (312) 683-4500 and Tex-Mastic Products by J & P Petroleum Products, Inc., P.O. Box 4206, Dallas, TX 75208, (214) 331-5401. Other products shall not be used without prior review and acceptance by the Engineer.

### **2.03 CONCRETE CONSTRUCTION JOINT ROUGHENER**

- A. Provide a water soluble non-flammable, surface-retardant roughener.
- B. Product and Manufacturer: Provide one of the following:
  - 1. Rugasol-S by Sika Chemical Corporation, for horizontal joints only.
  - 2. EAC-S by Preco Industries, Ltd., for horizontal joints only.
  - 3. Tuf-Cote (Deep Etch) by Preco Industries Ltd., for vertical joints.
  - 4. Or equal.

## 2.04 EPOXY BONDING AGENT

- A. Provide an epoxy-resin bonding agent, two component, polyamide type.
- B. Product and Manufacturer: Provide one of the following:
  - 1. Sikadur Hi-Mod by Sika Chemical Corporation
  - 2. Epoxite Binder (Code #2390) by A.C. Horn, Inc.
  - 3. Or equal.

## 2.05 PREFORMED BEARING STRIPS

- A. Provide a multipolymer plastic bearing strip with a coefficient of friction less than .01. Bearing strip to be 1/8 inch thick by nine inches wide.
- B. Product and Manufacturer:
  - 1. Korolath bearing strips by Koro Corporation.
  - 2. Or equal.

## 2.06 ANCHOR BOLTS

- A. These shall conform to ASTM A675, Grade 50. Anchor bolts shall be galvanized on all exposed surfaces in accordance with ASTM A153.
- B. Set all anchor bolts by template, rigidly secure the bolts in place to prevent their displacement, and verify all bolt locations before placing concrete, so that the bolt locations in the completed foundations will conform accurately to the bolt setting dimensions indicated on the foundation drawings.

2.07 Backer-rod shall be high-grade extruded closed-cell polyethylene foam that is completely compatible with polysulfide and urethane type sealants. Backer-rod shall also be ultraviolet stable, resistant to oils, chemicals, ozone and weathering. The size of the rod shall be 1 inch diameter for 3/4 inch wide joints. To the extent possible only full length rods shall be used; splices shall be minimized. Acceptable manufacturers are: Sonofoam by Sonneborn Building Products, 7711 Computer Avenue, Minneapolis, MN 55435, (612) 835-3434 and Tex-Mastic Products by J & P Petroleum Products, Inc., P.O. Box 4206, Dallas, TX 75208, (214) 331-5401. Other products shall not be used without prior review and acceptance by the Engineer.

2.08 Mastic used to prevent bond at joints indicated on the Drawings shall be Igas joint system by Sika Corporation, Box 297, Lyndurst, NJ 07071, (201) 933-8801 or approved equal. Primer shall be as recommended by the manufacturer.

2.09 Materials for forming joints and load transfer devices for installation in street and roadway pavement slabs shall be in accordance with MDOT Specifications, Section 707.

## PART 3 - EXECUTION

### 3.01 INSPECTION

Examine conditions under which joints are to be installed, and notify ENGINEER in writing of unsatisfactory conditions existing. Do not proceed with the Work until unsatisfactory conditions or deficiencies have been corrected in a manner acceptable to ENGINEER.

### 3.02 CONSTRUCTION JOINTS

- A. Comply with ACI 301, Chapter 6, and as specified below.
- B. Locate and install construction joints as shown.
- C. Horizontal Joints:
  - 1. Roughen concrete at the interface of construction joints in accordance with instructions of the manufacturer of joint roughener. Immediately before placing fresh concrete, thoroughly clean the existing contact surface using a stiff brush or other tools and a stream of water under pressure. The surface shall be clean and wet, but free from pools of water at the moment the fresh concrete is placed.
  - 2. Remove laitance, waste mortar or other substance which may prevent complete adhesion.
  - 3. Place a 2-inch thick coat of mortar, of similar proportions to the mortar in the concrete, over the contact surface of the old concrete. Place fresh concrete before the mortar has attained its initial set.
- D. Vertical Joints:
  - 1. Apply roughener to the form in a thin, even film by brush, spray or roller in accordance with the manufacturer's instructions. After roughener is dry, concrete may be placed.
  - 2. When concrete has been placed and the form removed, wash loosened material off with high pressure water spray to obtain roughened surface subject to approval by ENGINEER.
- E. Place two layers of 1/8 inch thick bearing strips on concrete bearing surface prior to placing concrete slab to provide sliding bearing as shown.

### 3.03 EXPANSION JOINTS

- A. Comply with ACI 301, Chapter 6, and as specified below.
- B. Locate and install expansion joints as shown. Install cork filler in accordance with manufacturer's instructions.

### 3.04 BONDING WITH EPOXY ADHESIVE

- A. Use adhesive for the following:
  - 1. Bonding of fresh concrete to concrete cured at least 28 days or to existing concrete.
  - 2. Bonding of horizontal construction joints where these are required by the Drawings or approved by ENGINEER for foundation mats that are five feet thick or greater.
- B. Handle and store epoxy adhesive in compliance with the manufacturers printed instructions, including safety precautions.

- C. Mix the epoxy adhesive in complete accordance with the instructions of the manufacturer.
- D. Before placing fresh concrete, thoroughly roughen and clean hardened concrete surfaces and coat with epoxy grout not less than 1/16-inch thick. Place fresh concrete while the epoxy material is still tacky, without removing the in-place grout coat, and as directed by the epoxy manufacturer.

### 3.05 WATERSTOPS

- A. Install waterstops for all joints indicated on the Drawings. Waterstops shall be continuous around all corners and intersections so that a continuous, water-tight seal is provided. Splices shall be made by welding in accordance with the manufacturer's recommendations, subject to acceptance of the Engineer. The finished splices shall provide a cross-section that is dense and free of porosity. If rubber waterstops are used, provide factory formed corners, intersection pieces, splicing unions and approved joint cementing compounds.
- B. To properly secure waterstops before concrete is poured, drill holes in waterstops just below the bulb and center the waterstop in the joint. Tie to reinforcing steel with 16 gauge black annealed steel tying wire as specified in Section 03200 and secure in place so that the waterstop will be normal to the joint.
- C. Where movement at the joint is provided for, the water stops shall be of a type permitting movement without injury.
- D. The spacing of the ties shall match the spacing of the reinforcing, but need not be spaced less than 12 inches on center. The ties shall be secured to the reinforcing such that the waterstops will remain in the required position during concrete placement.

### **PART 4 –COMPENSATION (NOT USED)**

**\*\* END OF SECTION \*\***

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## **SECTION 032000**

### **CONCRETE REINFORCING**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION**

The work required under this Section consists of reinforcement and related items for structural concrete, paving, etc., to complete the work as indicated on the Plans and specified here.

##### **1.02 SPECIFICATION STANDARDS**

The following shall become a part of this Section: ACI 315-67 Manual of Standard Practice for Detailing Reinforced Concrete Structures; ACI 318-71 Building Code Requirement for Reinforced Concrete; ACI SP-3 Reinforced Design Concrete Handbook.

##### **1.03 SHOP PLANS**

Submit in accordance with General Conditions and General Requirements. CONTRACTOR shall submit Shop Plans for all reinforcing steel. Plans shall show assembly diagrams, splicing and laps or rods, dimensions and details of bar reinforcing and accessories, all in accordance with the manual of Standard Practice for Detailing Reinforced Concrete Structures. Shop Plans must be approved by the ENGINEER before proceeding with fabrication. These Plans shall be checked by the CONTRACTOR and so noted before submission to the ENGINEER. Any errors in dimensions or detailing on Shop Plans or bar lists shall be the responsibility of the CONTRACTOR.

##### **1.04 PRODUCT DELIVERY AND HANDLING**

- A. Reinforcing shall be substantially free from mill scale, rust, dirt, grease, or other foreign matter.
- B. Reinforcement shall be shipped and stored with bars of the same size and shape fastened in bundles with durable tags, marked in a legible manner with waterproof markings showing the same designations as shown on the submitted placing Plans.
- C. Reinforcing steel shall be stored off the ground and shall be protected from moisture and kept free from dirt, oil, or other injurious contaminants.
- D. Coated reinforcing steel shall be stored on padded wooden or steel cribbing. Coatings damaged by fabrication, handling or installation shall be repaired to conform to the applicable coating specification.



## **PART 2 - PRODUCTS**

- A. Materials shall be new, be of domestic manufacture, and shall conform to the following material specifications.
1. Deformed concrete reinforcing bars: ASTM A 615, Grade 60 or ASTM A 615 Grade 60 supplementary requirement S1 deformed bars as required.
  2. Concrete reinforcing bars required on the Plans to be welded: ASTM A 706.
  3. Spiral reinforcement for columns: ASTM A 82 or ASTM A 615, Grade 60.
  4. Welded steel wire fabric: ASTM A 185.
  5. Welded deformed steel wire fabric: ASTM A 497.
  6. Welded plain bar mats: ASTM A 704, Grade 60.
  7. Fabricated deformed steel bar mats: ASTM A 184 and ASTM A 615, Grade 60 deformed bars.
  8. Galvanized reinforcing bars: ASTM A 767 and ASTM A 615, Grade 60.
  9. Plastic protected bar supports: CRSI Bar Support Specifications, Class 1 - Maximum Protection.
  10. Stainless steel protected bar supports: CRSI Bar Support Specifications, Class 2 - Moderate Protection.
  11. Precast concrete block bar supports: CRSI Bar Support Specifications, Precast Blocks with Wires.
  12. Tie wires for reinforcement: 16-gauge or heavier, black annealed wire.
  13. Stirrups: ASTM A615, Grade 40 meeting the bend requirements of A.C.E. 318-77
  14. Ferrous supports and ties for galvanized reinforcing steel shall be zinc coated.
  15. Spacers, chairs, ties, and other devices necessary for proper assembling, placing, supporting and fastening the reinforcing in place shall be of the standard type as called for in ACI 315-67. All accessories shall have plastic tips on that portion in contact with the forms. All high chairs used in slabs on grade shall have sheet metal bases no less than 22 gauge in thickness and no less than 6 inches in size.
- B. The following alternate materials are allowed:
1. ASTM A 616 (Rail-steel), Grade 60 deformed bars for ASTM A 615 (Billet-steel), Grade 60 deformed bars.

2. ASTM A 617 (Axle-steel) Grade 60 deformed bars for ASTM A 615 (Billet-steel), Grade 60 deformed bars.
  3. Selected heats of ASTM A 615, Grade 60 including supplementary requirement S1 deformed bars with a carbon equivalency (C.E.) of 0.55 or less for ASTM A 706.
- C. Mechanical reinforcing steel butt splices shall be positive connecting taper threaded type employing a hexagonal coupler. They shall meet all ACI 318-83 Building Code requirements. Bar ends must be taper threaded with coupler manufacturer's bar threader to ensure proper taper and thread engagement. Bars shall be torqued to manufacturer's recommended value.

Approved connectors are Lenton rebar splices as manufactured by Erico Products, Inc. 34600 Solon Road, Solon, Ohio 44139, (216) 248-0100.

1. Unless otherwise noted on the Plans, mechanical tension splices shall be designed to produce a splice strength of not less than one hundred twenty-five percent (125%) of the ASTM specified minimum yield strength of the reinforcing.
2. Compression type mechanical splices shall provide concentric bearing from one bar to the other bar and shall be capable of developing the ultimate strength of the reinforcement in compression.

## 2.02 FABRICATION OF REINFORCEMENT

- A. Fabrication tolerances shall be in accordance with the CRSI, Code of Standard Practice-Fabrication.
- B. Bars shall be cold bent.
- C. Bars shall be bent around a revolving collar having a diameter of not less than that recommended by the CRSI, Code of Standard Practice-Detailing. Hooks shall conform to the same Code.
- D. Bars that are to be butt spliced, placed through limited diameter holes in metal or have a threaded end shall have the applicable end(s) saw-cut.

## PART 3 - EXECUTION

### 3.01 CLEANING

Before placing, clean all reinforcement of all rust, scale, or other coatings which may destroy or reduce bond with concrete. A thin coating of firmly attached rust shall not be cause for rejection.

### 3.02 INSTALLATION

- A. Surface condition, bending, spacing, and tolerances of placement of reinforcement shall conform to the CRSI, Code of Standard Practice-Field Erection.
- B. Place reinforcement accurately and securely in position with concrete or metal chairs and spacers, properly wired, and placed in strict accordance with the detail(s) shown on the plans. Longitudinal bars may be supported by pins before placing concrete or they may be placed directly on a layer of concrete struck off at the proper elevation. Use mortar or concrete wedges for footings and concrete walks, mats, pads, etc., as indicated on Structural Plans. Bars shall be tied at all intersections; except where spacing is less than one foot in each direction, alternate intersections shall be tied. Bars shall not be disturbed or moved out of position by the concrete placing and spading operations. No reinforcing bars shall extend across expansion joints in curb and gutter construction.
- C. Securely tie and support steel to prevent its displacement prior to and during concrete placement. At each bar splice, provide a wire-tied lap 18" or 30 bar diameters long, whichever is greater and stagger splices on adjacent bars. At each fabric splice, lap fabric at least one mesh.
- D. Distances from the forms shall be maintained by means of stays, blocks, ties, hangers, or other approved supports. Blocks for holding reinforcement from contact with the forms shall be precast mortar blocks of approved shape and dimensions or metal chairs. Layers of bars shall be separated by precast mortar blocks or by other equally suitable devices. The use of pebbles, pieces of broken stone or brick, metal pipe, and wooden blocks will not be permitted. The clear distance between parallel bars shall not be less than the nominal diameter of the bars, 1 1/3 times the maximum size of the coarse aggregate, nor one inch.
- E. Steel reinforcement shall be protected at all times from damage. Damaged material will not be approved for use in the work. When placed in the work and immediately prior to placing the concrete, the reinforcement shall be free from dirt, oil, paint, grease, and other foreign substances and shall be free of loose or thick rust or millscale which could impair bond of the steel with the concrete.
- F. Minimum Cover Requirements: Except as otherwise indicated on the Plans, the minimum concrete cover of reinforcement shall be as follows:
  - 1. Concrete cast against and permanently exposed to earth – 3 inches
  - 2. Concrete surfaces in contact with soil, water, sewage, sludge or exposed to the weather – 2 inches
  - 3. Concrete surfaces not in contact with soil, water, sewage, sludge or exposed to the weather:
    - a. Beams, girders, columns - principal reinforcement, ties, stirrups or spirals - 1½ inches

- b. Walls and bottom steel of slabs – 1 inch
  - c. Shells and top steel of slabs -  $\frac{3}{4}$  inch
- G. Reinforcement which is to be exposed for a considerable length of time after being placed shall be painted with a heavy coat of neat cement slurry, if required by the Engineer.
- H. No reinforcing bars shall be welded either during fabrication or erection unless specifically called for on the Plans, specified herein, or approved in writing by the Engineer. All bars that have been welded, including tack welds, without such approval shall be immediately removed from the work. When welding of reinforcement is approved or called for, it shall conform to the AWS Structural Welding Code-Reinforcing Steel, AWS D1.4.
- I. Reinforcement Around Openings: Place an equivalent area of steel to that interrupted by an opening, pipe penetration, electrical conduit group or duct penetration around the opening or penetration. The bars shall have sufficient length to develop bond at each end beyond the opening or penetration.
- J. Splicing of Reinforcement
  - 1. Except as otherwise indicated on the Plans, compression embedment and lap splices shall be 30 diameters, but not less than 12 inches. The lap splice length for column vertical bars shall be based on the smaller bar size.
  - 2. Except as otherwise indicated on the Plans, tension lap splices shall be in accordance with the applicable tables in the ACI 315 Detailing Manual. Class B splices shall be used when 50 percent or less of the bars are spliced within the required lap length, otherwise Class C splices shall be used.
  - 3. Except as otherwise indicated on the Plans, splices in circumferential reinforcement in circular walls shall be Class C splices. Adjacent bars shall not be spliced within the required lap length.D. Splices in reinforcement for tension tie members and hangers shall be welded to develop, in tension, at least 125 percent of the specified yield strength of the bar. Splices in adjacent bars shall be offset the distance of a Class C splice. Splicing of bars in tension tie members and hangers shall be avoided whenever possible.
  - 4. Compression type mechanical connectors may be used for No. 9 or larger reinforcing bars in compression if approved in writing by the Engineer. The splice shall include concentric bearing from one bar to the other bar and shall be capable of developing 125 percent of specified yield strength. Splices in adjacent bars shall be offset at least 30 bar diameters.
  - 5. Splices in welded wire fabric shall be lapped not less than  $1\frac{1}{2}$  courses or 12-in. The spliced fabrics shall be tied together with wire ties at least 24-in on center.

#### K. Accessories

1. The Contractor is solely responsible for determining, providing and installing accessories such as chairs, chair bars, and the like in sufficient quantities and strength to adequately support the reinforcement and prevent its displacement during the erection of the steel and the placement of concrete and to provide spacings of bars with adequate cover as shown on the Drawings or specified herein.
2. Precast concrete blocks with wires shall be used where the reinforcing steel is to be supported over soil.
3. Stainless steel protected bar supports shall be used to firmly hold vertical reinforcement in position.
4. Alternate methods of supporting top steel in slabs, such as steel channels supported on the bottom steel or vertical reinforcing steel fastened to the bottom and top mats, may be used if accepted by the Engineer.

#### J. Sidewalks

Sidewalks shall be fiber-reinforced using the following rates:

| <u>Manufacturer</u> | <u>Rates (lbs./cu. yard of conc.)</u> |
|---------------------|---------------------------------------|
| Fibermesh           | 1.5                                   |
| Grace               | 1.0                                   |
| Gilco               | 1.0                                   |

#### 3.03 INSPECTION

In no case shall any reinforcing steel be covered with concrete until the amount and position of the reinforcement has been observed by the Engineer and his permission given to proceed with placement of the concrete. The Engineer shall be given ample prior notice of the availability of set reinforcement for his review.

#### 3.04 TREATMENT

All wood forms in contact with concrete shall be lightly oiled with an approved non-staining non-toxic oil, approved chemical release agent, or shellac prior to placing reinforcement. Oil will not be permitted on reinforcing. Where form oil is used, remove excess oil before pouring concrete.

#### **PART 4 – COMPENSATION (NOT USED)**

**\* \* END OF SECTION \* \***

## **SECTION 033000**

### **CAST-IN-PLACE CONCRETE**

#### **PART 1 - GENERAL**

##### **1.01 SCOPE**

The CONTRACTOR shall furnish all labor, materials, equipment and incidentals required to provide cast-in-place concrete for concrete pavements, concrete driveways, and concrete structures as shown and specified. The work includes providing concrete consisting of Portland cement, fine and coarse aggregate, water, and approved admixtures; combined, mixed, transported, placed, finished and cured.

Concrete to be utilized in the construction of building foundations, building floor slabs, or retaining walls is not included within the scope of this specification.

##### **1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. Section 031100 - Concrete Forming
- B. Section 031500 - Concrete Accessories
- C. Section 032000 - Concrete Reinforcing

##### **1.03 QUALITY ASSURANCE**

- A. Comply with the applicable provisions and recommendations of the following, except as otherwise shown or specified.
  - 1. ACI 301, Specification for Structural Concrete for Buildings, (includes ASTM Standards referred to herein).
  - 2. ACI 38, Building Code Requirements for Reinforced Concrete.
  - 3. ACI 304, Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
  - 4. ACI 311, Recommended Practice for Concrete Inspection.
  - 5. ACI 211.1, Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete.
  - 6. ACI 214, Recommended Practice for Evaluation of Compression Test Results of Field Concrete.
  - 7. ACI 305, Recommended Practice for Hot Weather Concreting.
  - 8. ACI 306, Recommended Practice for Cold Weather Concreting.

9. ACI 309, Recommended Practice for Consolidation of Concrete.
  10. AASHTO M 182, Burlap Cloth Made From Jute or Kenaf.
- B. CONTRACTOR shall employ, at his own expense, a testing laboratory experienced in design and testing of concrete materials and mixes to perform material evaluation tests and to design concrete mixes.
1. Testing agency shall meet the requirements of ASTM E 329.
  2. Selection of a testing laboratory is subject to the ENGINEER's approval.
  3. Submit a written description of the proposed concrete testing laboratory giving qualifications of personnel, laboratory facilities and equipment, and other information which may be requested by the ENGINEER.
  4. Materials and installed work may require testing and retesting, as directed by the ENGINEER, at any time during the progress of the work. Allow free access to material stockpiles and facilities at all times. Tests not specifically indicated to be done at the OWNER's expense, including the retesting of rejected materials and installed work, shall be done at the CONTRACTOR's expense.
- C. Submit written reports to the ENGINEER, for each material sampled and tested, prior to the start of work. Provide the Project identification name and number, date of report, name of CONTRACTOR, name of concrete testing service, source of concrete aggregates, material manufacturer and brand name for manufactured materials, values specified in the referenced specification for each material, and test results. Indicate whether or not material is acceptable for intended use.

#### 1.04 SUBMITTALS

- A. Samples: Submit samples of materials as specified and as otherwise may be requested by the ENGINEER, including names, sources and descriptions.
- B. Shop Drawings: Submit for approval the following:
1. List of concrete materials and concrete mix designs proposed for use. Include the results of all tests performed to qualify the materials and to establish the mix designs.
  2. Copies of manufacturer's specifications with application and installation instructions for proprietary materials and items, including admixtures and bonding agents.
- C. Laboratory Test Reports: Submit copies of laboratory test reports for concrete cylinders, materials and mix design tests. ENGINEER's review will be for general information only. Production of concrete to comply with specified requirements is the responsibility of the CONTRACTOR.

- D. Submit notarized certification of conformance to referenced standards when requested by the ENGINEER.

## **PART 2 - PRODUCTS**

### **2.01 CONCRETE MATERIALS**

- A. Materials: All materials for concrete placement and related work shall comply with Mississippi Standard Specifications for State Aid Road and Bridge Construction, latest edition.
- B. Properties: The Contractor's concrete supplier shall submit to the Engineer a copy of the concrete mix design.
- C. Cement
  - 1. Portland cement shall comply with Section 701 of Mississippi Standard Specifications for State Aid Road and Bridge Construction, latest edition.
  - 2. Use Portland cement made by a well known acceptable manufacturer and produced by not more than one plant.
  - 3. Do not use cement which has deteriorated because of improper storage or handling.
- B. Aggregates
  - 1. Aggregate shall comply with Section 703 of Mississippi Standard Specifications for State Aid Road and Bridge Construction, latest edition. For fine aggregate, see Section 703.02. For coarse aggregate, see Section 703.03.
  - 2. Do not use aggregates containing soluble salts or other substances such as iron sulfides, pyrite, marcasite, ocher, or other materials that can cause stains on exposed concrete surfaces.
  - 3. Fine Aggregate: Clean, sharp, natural sand free from loam, clay, lumps or other deleterious substances.
    - a. Dune sand, bank run sand and manufactured sand are not acceptable.
  - 4. Coarse Aggregate: Clean, uncoated, processed aggregate containing no clay, mud, loam, or foreign matter, as follows.
    - a. Crushed stone, processed from natural rock or stone.
    - b. Washed gravel, either natural or crushed. Use of slag and pit or bank run gravel is not permitted.
    - c. Coarse Aggregate Size: Size to be ASTM C 33, Nos. 57 or 67.



- C. Water: Potable, clean, free from injurious amounts of oils, acids, alkalis, organic materials or other substances that may be deleterious to concrete or steel.
- D. In general, a mixture shall be used which contains the minimum quantity of water consistent with the required workability of water consistent with the required workability and shall be such that:
1. The mortar clings to the coarse aggregate;
  2. The concrete is not sufficiently fluid to segregate when transported to the place of deposit;
  3. The concrete shall settle into place when deposited in forms and vibrated;
  4. The mortar shall show no free water when removed from the mixer; and
  5. The upper layer of the set concrete shall show a cement film on the surface but shall be free from laitance.
- E. Air-Entrained Concrete
1. Use air-entraining admixture in all concrete, except interior slabs subject to abrasion, Air-entrained concrete shall be produced by addition at the mixer of an approved air-entraining agent.
  2. Air-entrained concrete shall contain at least three and not more than six percent air.
  3. Tests will be made on fresh representative samples of concrete. All tests will be subject to check test at the request of the CONTRACTOR.
  4. The quantity of air-entraining admixture required shall be as recommended by the manufacturer and approved by the ENGINEER. However, no adjustment in compensation will be made when the CONTRACTOR is required to use larger or smaller quantities of the agent in order to produce the specified air content.
  5. The CONTRACTOR shall follow an approved procedure and use an approved automatic dispenser for adding the admixture to each batch. He shall maintain an adequate supply of admixture in the supply tank of the dispensing equipment and will be responsible for uniform operation of the equipment at all times during progress of the work.
- F. Admixtures and Additives
1. Admixtures may be used with written permission from the ENGINEER or where provided for elsewhere in the contract. Subject to these provisions, admixtures to minimize segregation, to improve workability, to reduce the quantity of mixing water, to retard or accelerate setting time, or to accelerate development of strength may be used at the dose rate approved by the ENGINEER (Reference Section 713.02 of the Mississippi Standard Specifications for Road and Bridge Construction, 1990 Edition). Admixtures may not be used to replace cement.
  2. Admixtures containing chlorides will not be permitted unless specifically approved by the ENGINEER.

3. Should the CONTRACTOR request and obtain permission to use admixtures for his own benefit, he shall furnish and incorporate them in the concrete mixture at his expense.
4. Admixtures shall be dispensed in liquid form. Dispensers for admixtures shall have sufficient quantity to measure at one time the full quantity required for each batch. All admixture, except superplasticizers, shall be dispersed uniformly into the mixing water. Unless liquid admixtures are mixed with pre-measured water for the batch, adequate provisions shall be made for discharging the admixture or additive uniformly into the flow of mixing water in such a manner as to uniformly disperse them into the water from beginning to end of its flow into the mixer. As a check on the efficiency of the dispersing equipment, the ENGINEER may at his discretion make multiple air-content or other checks of any batch of concrete to determine the uniformity of dispersion. Equipment for measure shall be designed for convenient confirmation of the accuracy of measurement.
5. When more than one liquid admixture is used, each shall be dispensed by separate equipment and not intermixed unless otherwise permitted in writing by the ENGINEER.

## 2.02 PROPORTIONING AND DESIGN OF MIXES

- A. Prepare design mixes of concrete. Use the same design mix for both classes of concrete. Mixes subject to the following properties:
  1. Specified 28-day Compressive Strength: 4,000 psi
  2. Maximum Water-Cement Ratio by Weight: 0.45
  3. Portland Cement: ASTM C150
  4. Aggregate: ASTM C33, 3/4 inch maximum size crushed limestone
  5. Water: Potable
  6. Slump Limit: 4 inches at point of placement
  7. W/C Ratio: 0.45 maximum at point of placement
  8. Air Content: 6 percent, +/-1.5
- B. Use an independent testing facility acceptable to the ENGINEER for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing.
- C. Proportion mixes by either laboratory trial batch or field experience methods, using materials to be employed on the Project for concrete required. Comply with ACI 211.1 and report to the ENGINEER the following data.
  1. Complete identification of aggregate source of supply.
  2. Tests of aggregates for compliance with specified requirements.
  3. Scale weight of each aggregate.
  4. Absorbed water in each aggregate.
  5. Brand, type and composition of cement.
  6. Brand, type and amount of each admixture.
  7. Amounts of water used in trial mixes.

8. Proportions of each material per cubic yard.
  9. Gross weight and yield per cubic yard of trial mixtures.
  10. Measured slump.
  11. Measured air content.
  12. Compressive strength developed at 7 days and 28 days, from not less than 3 test cylinders cast for each 7-day and 28-day test, and for each design mix.
- D. Submit written reports to the ENGINEER of proposed mix of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been approved by the ENGINEER.
- E. Laboratory Trial Batches: When laboratory trial batches are used to select concrete proportions, prepare test specimens and conduct strength tests as specified in ACI 301, Chapter 3 - Proportioning, Method 1.
- F. Field Experience Method: When field experience methods are used to select concrete proportions, establish proportions as specified in ACI 301, Chapter 3, Method 2.
- G. Water-Cement Ratio Methods: If suitable data from field experience or laboratory trial batches cannot be obtained, concrete proportions may be established as specified in ACI 301, Chapter 3, Method 3.
- H. Adjustment to Concrete Mixes: Mix design adjustments may be requested by CONTRACTOR when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to the OWNER and as accepted by ENGINEER. Laboratory test data for revised mix designs and strength results must be submitted to and accepted by ENGINEER before using the revised mixes.

## 2.03 CONCRETE CURING MATERIALS

- A. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 10 ounces per square yard and complying with AASHTO M 182, Class 3.
- B. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.
1. Waterproof paper.
  2. Polyethylene film.
  3. White burlap-polyethylene sheet.
- C. Curing and Sealing Compound: Federal Spec TT C-800A, 30 percent solids content minimum. A chlorinated rubber or acrylic compound.
1. Product and Manufacturer: Provide one of the following:
    - a. Super Floor Coat or Super Pliocure by The Euclid Chemical Company.
    - b. Masterseal by Master Builders Company.

## 2.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. The use, care, and handling of all materials shall conform to the applicable requirements of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, latest edition, Sections 804.02.4 and 804.02.5. Unless otherwise authorized, only fine aggregate or coarse aggregate of one type and from the same source shall be used in the construction of any one unit of a structure.
- B. All materials used for concrete must be kept clean and free from all foreign matter during transportation and handling and kept separate until measured and placed in the mixer. Bins or platforms having hard clean surfaces shall be provided for storage. Suitable means shall be taken during hauling, piling and handling to insure that segregation of the coarse and fine aggregate particles does not occur and the grading is not affected.

## 2.05 CLASSIFICATION OF CONCRETE

- A. Class "A" concrete shall be steel reinforced and includes the following:
  - 1. Foundations
  - 2. Walls
  - 3. Slabs
- B. Class "B" concrete shall be placed without forms or with simple forms, with little or no reinforcing, and includes the following:
  - 1. Concrete fill
  - 2. Equipment bases
  - 3. Pipe supports
  - 4. Thrust blocks
  - 5. Encasements

## PART 3 - EXECUTION

### 3.01 SUBGRADE PREPARATION

The subgrade shall be shaped and compacted at proper moisture content so that the top 6 inches of the subgrade shall have a density of not less than 98%, when tested in accordance with AASHTO Method T-99. All soft yielding material which will not compact satisfactorily shall be removed. Loose rocks or pieces of broken concrete shall be buried to a depth of at least 18 inches below the subgrade elevation and all holes and depressions backfilled and compacted in 6-inch layers to the specified density.

### 3.02 LEVELING COURSE

If the Engineer chooses to use a leveling course on top of the subgrade, the contractor shall construct the subgrade to the grades necessary for the placement of full depth concrete pavement.

Leveling materials shall be select backfill materials as specified in Section 312333 or approved equal.

### 3.03 CONCRETE MIXING

- A. Concrete may be produced at batch plants or it may be produced by the ready-mixed process. Batch plants shall comply with the recommendations of ACI 304, and shall have sufficient capacity to produce concrete of the qualities specified, in quantities required to meet the construction schedule. All plant facilities are subject to testing laboratory inspection and acceptance of the ENGINEER.
- B. Maintain equipment in proper operating condition, with drums cleaned before charging each batch. Schedule rates of delivery in order to prevent delay of placing the concrete after mixing, or holding dry-mixed materials too long in the mixer before the addition of water and admixtures.
- C. Mixing:
  - 1. Unless otherwise authorized, concrete shall be machine mixed.
  - 2. All equipment necessary for construction of the applicable component of a concrete structure shall be available when required, in first class working condition, and approved by the ENGINEER before construction of the component will be permitted to start.
  - 3. As soon as practicable after award of the contract, the CONTRACTOR shall furnish the ENGINEER the exact locations of the sources of the materials he proposes to use and sample shall be submitted as required. A design of the mix will be made and the proportions officially designated. The designated proportions shall be used so long as the materials retain the same physical characteristics, included specific gravity, and so long as they continue to meet the requirements herein specified, subject only to slight changes in the relative quantities of fine and coarse aggregates for the purpose of adjusting for free moisture.
  - 4. Concrete shall be mixed only in the quantity required for immediate use. Concrete which has developed initial set shall not be used. Concrete which has partially hardened shall not be retempered or remixed. Use quantities such that a whole number of bags of cement is required, unless otherwise permitted.
  - 5. Mix concrete with an approved rotating type batch machine, except where hand mixing of very small quantities may be permitted.
  - 6. Remove hardened accumulations of cement and concrete frequently from drum and blades to assure acceptable mixing action.
  - 7. Replace mixer blades when they have lost 10 percent of their original height.

8. When air-entraining or other admixtures are added at the mixer, the CONTRACTOR shall provide separate approved scales for each admixture to be proportioned by weight, and accurate measures for each admixture to be proportioned by volume. The quantities to be introduced will be approved by the ENGINEER.
9. Job Site Mixing is not permitted.
10. The first batch of materials placed in the mixture shall contain an excess of cement, sand, and water sufficient to coat the inside of the drum without reducing the required mortar content of the mix.
11. The entire contents of an individual drum shall be emptied before materials for a succeeding batch are placed therein. Upon cessation of mixing for an extended period, the mixer shall be thoroughly cleaned.

D. Ready-Mix Concrete:

1. Ready-mix concrete shall be understood to mean concrete manufactured for delivery to the site of the work in a plastic state and delivered as herein after specified.
2. Ready-mix concrete shall be of the same design and meet the same requirements set out for concrete mixed at the site.
3. Mixers may either be stationary mixers or truck mixers. Agitators may be either truck mixers or truck agitators.
4. Each mixer and agitator shall be examined daily for changes in condition such as accumulation of concrete or mortar, excessive wear, etc., which may impair its capability. When such condition develops, approval of the unit will be withdrawn until the condition is corrected.
5. Each stationary mixer, truck mixer, and truck agitator shall have attached in a prominent place a metal plate showing the manufacturer's rated capacity and the speeds for mixing and for agitating.
6. The maximum size of the batch, the mixing speed, and the agitating speed shall be those designated by the manufacturer of the equipment.
7. Stationary mixers: Shall be equipped with an approved device for timing each batch and shall have a timing device which will not permit the batch to be discharged until the specified mixing time has elapsed. The mixer shall have a regulator to control the mixing speed. These appliances shall be in proper working condition at all times when the mixer is in operation. Mixer drums shall be watertight, and the blades in the drum shall not be less than 85% of their designed size.

8. Truck mixers and Truck Agitators: Truck mixers and truck agitators, unless otherwise authorized in writing by the ENGINEER, shall be of the revolving drum type and shall be watertight. Truck mixers shall be so constructed that the concrete can be mixed at the prescribed rate to insure a uniform distribution of the material throughout the mass. Truck mixers and truck agitators shall be constructed so that the concrete can be agitated at the prescribed rate until delivered to the work. The mixing blades in the drum shall not be less than 85% of their designed size.

Except as subsequently provided, the truck mixer shall be equipped with a tank for carrying mixing water. Only the prescribed quantity of water shall be placed in the tank unless the tank is equipped with a device by which the quantity added can be readily verified. The prescribed quantity of water may be measured directly into the batch at the batching plant, in which case a tank will not be required on the truck. Truck mixers and truck agitators shall be equipped with approved automatic revolution counters which record either:

- a. Revolutions of the drums or blades when revolved at the mixing speed recommended by the manufacturer, or
- b. Revolutions of the drums or blades at any speed. In this case, the truck mixers shall remain at the batch plant until the required number of revolutions at mixing speed has been attained.

The counters shall be designed so as to prevent unauthorized resetting or tampering and located so as to provide safe and convenient inspection.

The capability of a truck mixer or truck agitator to produce or deliver uniformly mixed concrete shall be determined at the commencement of work and repeated as deemed necessary.

9. Non-Agitator Trucks: Bodies of non-agitating hauling equipment shall be smooth, watertight containers and shall be capable of discharging the concrete at a satisfactorily controlled rate without segregation. The unit shall be constructed so as to deliver the concrete to the work in a thoroughly mixed and uniform mass and to discharge the concrete at or near the bottom of the container unless discharge is accomplished by tilting the body, in which case the surface of the load shall be retarded by a suitable baffle. Covers shall be provided when needed for protection.

10. Limits of Mixing and Agitating

- a. Stationary Plants: The mixing time shall be that which will provide a satisfactory homogeneous mixture. Unless otherwise specified in writing by the testing ENGINEER, the mixing time shall be not less than 50 seconds at the manufacturer's designated mixing speed. When deemed necessary to insure a satisfactory mix, the ENGINEER may designate in writing a required mixing time. Four seconds shall be added to the specified mixing

time if the timing starts the instant the skip reaches its maximum raised position. Mixing time will end when the discharge chute opens. Transfer time in multiple drum mixers will be included in the mixing time. The contents of an individual mixer drum shall be emptied before a succeeding batch is placed therein.

- b. Truck Mixers: Each batch shall be mixed for not less than 70 nor more than 100 revolutions at the speed designated by the manufacturer. Additional mixing, if any, shall be at the speed designated by the manufacturer as agitating speed. All materials, including mixing water, shall be in the mixer drum before actuating or documenting the revolution counter for determination of the number of revolutions of mixing. The mixing operation shall begin within 15 minutes after the cement has been added to the aggregate or prior to the truck leaving the batching plant, whichever occurs first.

When the prescribed water is added at the batching plant and it is found that the slump requirements at the delivery site are not met, the ENGINEER or his representative may authorize controlled small quantities of water to be added to the batch to increase the slump to the specified requirements, provided necessary mixing is performed and all of these operations are performed within 45 minutes after the initial mixing is begun. In such case the ENGINEER may authorize or required for subsequent batches that a minimum of 75% of the mixing water be introduced at the plant and the remaining water be added at the job site to reduce loss by evaporation and that additional mixing be performed to insure thorough incorporation of the added water into the mix. The additional mixing shall be as approved by the ENGINEER.

- c. Partial Mixing at the Central Plant: When a truck mixer is used for transportation, the mixing time at the stationary mixer may be reduced to 30 seconds provided the mixing is completed in the truck mixer. The mixing in the truck mixer shall be 50 to 80 revolutions at mixing speed.
- d. Truck Agitators: When a stationary mixer is used for complete mixing and truck agitators are used to transport the fully mixed concrete, the truck agitator shall be operated at the rate of rotation designated by the manufacturer from the time the mixed concrete is deposited into the agitator and until discharge at the site of the work.
- e. Time of Hauling and Placing Mixed Concrete: Concrete transported in a truck mixer or truck agitator shall be placed in its final position in the forms within 1 ½ hours after introduction of the mixing water to the cement and aggregate or the cement to the aggregate, whichever occurs first; except that in abnormal weather or under other conditions contributing the quick stiffening or unusually slow stiffening of the concrete, the ENGINEER may make a determination of a lesser or greater time for placement considering all factors affecting initial set of the



concrete. When mixed concrete is transported in approved non-agitating trucks, the concrete shall be discharged at the work site within 30 minutes after the introduction of the mixing water to the cement and aggregate.

The maximum volume of mixed concrete transported in any transportation device shall not exceed the manufacturer's designated maximum operating capacity for the device.

11. Hand Mixing: When hand-mixing is authorized, it shall be done on a watertight platform and in such a manner as to insure a uniform distribution of the materials throughout the mass. Mixing shall be continued until a homogenous mixture of the required consistency is obtained.
  - a. Conveying Concrete: Ample and satisfactory equipment or means of conveying concrete from the mixer to the forms shall be provided.
  - b. Delivery: The plant supplying concrete shall have sufficient capacity and transporting apparatus to insure continuous delivery at the rate required. The rate of delivery shall be such as to provide for the proper continuity in handling, placing, and furnishing of the concrete. The rate shall be such that the interval between batches shall not exceed 20 minutes. The methods of delivering and handling the concrete shall be that which will facilitate placing with minimum rehandling and without damage to the structure or the concrete.

### 3.02 TRANSPORTING CONCRETE

- A. Transport and place concrete not more than 45 minutes after water has been added to the dry ingredients.
- B. Take care to avoid spilling and separation of the mixture during transportation.
- C. Do not place concrete in which the ingredients have been separated.
- D. Do not re-temper partially set concrete.
- E. Use suitable and approved equipment for transporting concrete from mixer to forms.

### 3.03 CONCRETE PLACEMENT

- A. General
  1. Concrete pavement shall be placed and finished in accordance with Section 501 of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Concrete sidewalks shall be constructed in accordance with Section 608 of said specifications, and concrete driveways shall be constructed in accordance with Section 614 of said specifications.

2. Prior to placing concrete, the Contractor shall check all form grades for accuracy with plan grade. The concrete shall be placed on a moist subgrade, deposited to the proper depth, tamped and spaded sufficiently to compact the concrete and to bring the mortar to the surface, after which it shall be finished smooth and even by means of a wood float.
3. Concrete curb and pavement swales shall be constructed true to line, grade and cross section and in uniform sections not to exceed twelve (12) feet in length. The lengths of these sections may be reduced where necessary for closures but no section less than six (6) feet will be permitted.
4. Place concrete continuously so that no concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously, provide construction joints as specified on the construction plans or elsewhere in the specifications. Deposit concrete as nearly as practical in its final location to avoid segregation due to re-handling or flowing. Do not subject concrete to any procedure which will cause segregation.
5. Prior to placing concrete, all reinforcement shall have been accurately placed in the position shown on the plans and fastened as set out in Section 805, MS Standard Specifications for State Aid Road and Bridge Construction, latest edition. All sawdust, chips, and other construction debris and extraneous matter shall have been removed from the interior of the forms. Temporary struts, braces, and stays holding the forms in correct shape and alignment shall be removed when the concrete placing has reached an elevation rendering their service unnecessary. These temporary members shall be entirely removed from the forms and shall not be buried in the concrete.
6. All concrete shall be placed and finished during daylight hours unless otherwise specifically authorized by the ENGINEER. No concrete shall be placed until the forms and reinforcement have been inspected and approved.
7. Except as provided for truck mixers and truck agitators, concrete shall be placed in the forms within 30 minutes after the time that the cement is first added to the mix.
8. Screed concrete which is to receive other construction to the proper level to avoid excessive skimming or grouting.
9. Do not use concrete which becomes non-plastic and unworkable, does not meet the required quality control limits, or which has been contaminated by foreign materials. Do not use re-tempered concrete. Remove rejected concrete from the job site and dispose of it in an approved location.
10. Do not place concrete until all forms, bracing, reinforcement, and embedded items are in final and secure position.
11. Place concrete by methods which will completely fill entire form and encase

reinforcing and other embedded items without honeycombing and air pockets. Deposit concrete as near as practicable to its final position, in layers at such a rate that at all times during placing, concrete will be plastic; no pouring planes will occur; and no thin sheets of concrete will adhere and harden on reinforcing and other embedded items before they are embedded in final concrete body. Spade and vibrate concrete so that it will flow together and completely fill all void spaces.

12. Do not cast any large stones, bricks, or pieces of previously hardened concrete into concrete work; place any concrete on frozen ground, mud, topsoil, or other unsuitable materials.
13. Unless otherwise approved, place concrete only when ENGINEER is present.
14. Allow a minimum of 7 days before placing concrete against a slab or wall already in place.

B. Concrete Conveying

1. Handle concrete from the point of delivery and transfer to the concrete conveying equipment and to the locations of final deposit as rapidly as practical by methods which will prevent segregation and loss of concrete mix materials.
2. Provide mechanical equipment for conveying concrete to ensure a continuous flow of concrete at the delivery end. Provide runways for wheeled concrete conveying equipment from the concrete delivery point to the locations of final deposit. Keep interior surfaces of conveying equipment, including chutes, free of hardened concrete, debris, water, snow, ice and other deleterious materials.
3. Concrete shall be placed so as to avoid segregation of materials and displacement of reinforcement. Do not use chutes for distributing concrete unless approved in writing by the ENGINEER.
  - a. Provide sketches showing methods by which chutes will be employed where requesting such approval.
  - b. Design chutes, if permitted, with proper slopes and supports to permit efficient handling of the concrete. Where steep slopes are required, the chutes shall be equipped with baffles or be in short sections that change the direction of movement.
  - c. Open troughs and chutes shall be metal or metal lined. The use of aluminum pipes, chutes or other devices made of aluminum that come into direct contact with the concrete shall not be used.
  - d. All chutes, troughs, and pipes shall be kept clean and free from coatings of hardened concrete by thoroughly flushing with water after each run. Water used for flushing shall be discharged clear of the structure.

4. Do not pump concrete unless permitted by the ENGINEER, and, if permitted, do not use aluminum piping.

C. Placing Concrete Into Forms

1. Deposit concrete in forms in horizontal layers not deeper than 12 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place concrete at such a rate that concrete which is being integrated with fresh concrete is still plastic. When, with the ENGINEER'S approval, less than the complete length of a layer is placed in one operation, it shall be terminated in a vertical bulkhead. Each layer shall be placed and compacted before the preceding layer has taken its initial set and shall be compacted so as to avoid the formation of a construction joint with the preceding layer.
2. To prevent segregation and unnecessary splashing, do not permit concrete to free fall within the form from a distance exceeding 4 feet. Use "elephant trunks" to prevent free fall and excessive splashing on forms and reinforcement. If desired, it may be deposited through sheet metal or other approved pipes to prevent segregation and unnecessary splashing. The pipes shall be made in sections to permit discharging and rising as the placement progresses. A non-jointed pipe may be used if sufficient openings of the proper size are provided to allow for the flow of the concrete into the shaft. As far as practicable, the pipes shall be kept full of concrete during placing, and their ends shall be kept buried in the newly placed concrete.
3. Remove temporary spreaders in forms when concrete placing has reached the elevation of such spreaders.
4. Force concrete under pipes, sleeves, openings and inserts from one side until visible from the other side to prevent voids.
5. Consolidate concrete placed in forms by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with the applicable recommended practices of ACI 309. The vibration shall be internal unless special authorization of other methods is provided by the ENGINEER. Vibration of forms and reinforcing will not be permitted, unless otherwise accepted by the ENGINEER.
6. The CONTRACTOR shall provide sufficient vibrators to properly compact each batch immediately after it is placed in the forms. The vibrators shall be manipulated so as to thoroughly work the concrete around the reinforcement and embedded fixtures and into the corners and angles of the forms.
7. Vibration shall be applied at the point of deposit and in the area of freshly deposited concrete. The vibrators shall be inserted into and withdrawn out of the

concrete slowly. The vibration shall be of sufficient duration and intensity to thoroughly compact the concrete, but shall not be continued so as to cause segregation. Vibration shall be continued at any one point to the extent that localized areas of grout are formed.

Application of vibrators shall be at points uniformly spaced and not farther apart than twice the radius over which the vibration is visibly effective.

8. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than the visible effectiveness of the machine. Place vibrators to rapidly penetrate the layer of concrete and at least 6 inches into the preceding layer. Do not insert vibrator into lower layers of concrete that have begun to set. At each insertion, limit the duration of vibration to the time necessary to consolidate the concrete and complete embedment of reinforcement and other embedded items without causing segregation of the mix.

D. Placing Concrete Slabs

1. Deposit and consolidate concrete slabs in a continuous operation, within the limits of construction joints, until the placing of a panel or section is complete.
2. Consolidate concrete during placing operations using mechanical vibrating equipment, so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Bring slab surfaces to the correct level. Smooth the surface, leaving it free of humps or hollows. Do not sprinkle water on the plastic surface. Do not disturb the slab surfaces prior to beginning finishing operations.

E. Bonding for Next Concrete Pour: Roughen surfaces of set concrete at all joints, except where bonding is obtained by use of a concrete bonding agent. Clean surfaces of laitance, coatings, loose particles, and foreign matter. Roughen surfaces in a manner to expose bonded aggregate uniformly and do not leave laitance, loose particles of aggregate, or damaged concrete at the surface. Prepare for bonding of fresh concrete to new concrete that has set but is not fully cured, as follows:

1. Thoroughly wet the surface but allow no free standing water.
2. For horizontal surfaces place a 2-inch layer of mortar, 1 part sand and 1 part cement with water, over the hardened concrete surface.
3. Place fresh concrete before the mortar has attained its initial set.

F. Quality of Concrete Work:

1. Make all concrete solid, compact and smooth, and free of laitance, cracks and cold joints.

2. All concrete for liquid retaining structures, and all concrete in contact with earth, water, or exposed directly to the elements shall be watertight.

G. Cold Weather Placing:

1. Protect all concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with the requirements of ACI 306 and as herein specified.
2. No Portland cement concrete, mortar, or grout shall be placed when the atmospheric temperature is below 35°F without written permission from the ENGINEER. When the CONTRACTOR proposes to place concrete during seasons when there is a probability of temperatures lower than 40°F, he shall have available on the project the approved facilities necessary to enclose uncured concrete and to keep the temperature of the air inside the enclosure within the ranges and for the minimum periods specified herein.
3. When there are indications of temperatures of less than 40°F during the first four days after placement of concrete, the ENGINEER may not permit placement or he may stipulate conditions under which the concrete may be placed and protected. Concrete required to be protected from cold temperatures will be required to be maintained between 50°F and 100°F for at least three additional days.
4. When directed by the ENGINEER, the CONTRACTOR shall use such heating equipment such as stoves, salamanders, or steam equipment as deemed necessary to protect the concrete. When dry heat is used, means of maintaining atmospheric moisture shall be provided. When directed by the ENGINEER, one or more of the aggregates and/or mixing water shall be heated to a temperature of at least 70°F but not more than 150°F at the time of mixing. The aggregates may be heated by steam or dry heat or by placing in the mixing water which has been heated to a temperature of not more than 175°F provided the resulting temperature of the aggregates and mixing water is at least 70°F and not more than 150°F. Frozen aggregates shall not be placed in the mixing water. The temperature of the concrete shall be at least 60°F and not more than 80°F at the time of placing. In case of extremely cold temperatures, the ENGINEER may raise the minimum temperatures for the water, aggregates, and mixed concrete. When either aggregates or water are heated above 100°F, the aggregates and water shall be combined first in the mixer before the cement is added to avoid flash set.
5. Do not use frozen materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials. Ascertain that forms, reinforcing steel, and adjacent concrete surfaces are entirely free of frost, snow and ice before placing concrete.
6. Do not use salt and other materials containing antifreeze agents or chemical

accelerators, or set-control admixtures, unless approved by the ENGINEER, in mix designs.

7. In the case of concrete placed directly on or in the ground, such as for footings or bottom slabs, protection and curing during cold weather may be provided as set for concrete pavement under 501.03.20.3 of the MS Standard Specifications for Road and Bridge Construction, 1990 Edition.
8. The CONTRACTOR shall assume all risk and added cost connected with the placing and protecting of concrete during cold weather. Permission given by the ENGINEER to place during such time will in no way relieve the CONTRACTOR of responsibility for satisfactory results. Should it be determined at anytime that the concrete placed under such conditions is unsatisfactory; it shall be removed and replaced with satisfactory concrete by the CONTRACTOR with out extra compensation.

H. Hot Weather Placing:

1. When hot weather conditions exist that would seriously impair the quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified. The manufacture, placement, and protection of concrete during hot weather requires special attention to insure that uniform slump ranges and satisfactory placement qualities are maintained, that surface cracking is held to a minimum, and that design strengths are produced.
2. When the atmospheric temperature is 95°F or above, the CONTRACTOR shall use such controls as are deemed by the ENGINEER to be necessary to produce and place concrete in as cool and uniform condition as practicable to safeguard against improper placement characteristics or temporary or permanent damage. The ENGINEER may require any or all, but not limited to, the following precautions depending upon his determination as to the severity of the hot or arid conditions with respect to the work being performed.
  - a. Provide or require an adequate sprinkling system and sprinkle coarse aggregate stockpiles as necessary to keep the aggregates in a saturated condition in order to minimize variation of absorption of mixing water and to cool the aggregates by evaporation.
  - b. Protect mixing water lines from the sun by adequate covering.
  - c. Paint transporting containers with light colored, heat-reflective paints, or cool the surfaces of these containers by water spraying, fogging, or other effective methods.
  - d. Provide for proper spacing of trucks delivering fresh concrete to the project site so that the concrete will be placed in the work after on the minimum necessary elapsed time.

- e. Fog spray with water the forms and foundations to receive the green concrete in order to reduce absorption and to cool by evaporation.
  - f. Fog spray with water or otherwise protect from excessive temperatures reinforcing steel and structural steel against which fresh concrete is to be placed.
  - g. Apply water spray to membrane curing surfaces after the curing compound has set in order to maintain lower daytime temperatures in the concrete.
- 3. In order to minimize the number and extent of precautions required for hot weather concreting, the CONTRACTOR may use approved chemical admixtures for set retarding purposes. However, the use of set-retarding admixtures will not relieve the CONTRACTOR of the necessity of taking other precautions deemed necessary to protect the green concrete.
  - 4. Unless otherwise specified, additives or admixtures shall be used only with the authority of the Testing ENGINEER and subject to the conditions set forth in such authority.
  - 5. Unless otherwise provided in the contract, the furnishing and use of additives or admixtures and the other precautions necessary to provide satisfactory concrete shall be considered subsidiary to the furnishing and placement of the concrete, and all additional costs related thereto and risks resulting there from shall be borne by the CONTRACTOR.

### 3.04 FINISH OF FORMED SURFACES

A. Surface finishes of exposed concrete surfaces shall be classified as follows:

- Class 1 Ordinary Surface Finish
- Class 2 Rubbed or Spray Finish
- Class 3 Tooled Finish
- Class 4 Sand-Blast Finish
- Class 5 Wirebrush or Scrubbed Finish
- Class 6 Floated Surface Finish

B. Class 1, Ordinary Surface Finish

- 1. Immediately following the removal of forms, all fins and irregular projections shall be removed from all surfaces except from those which are not to be exposed or not to be waterproofed. On all surfaces, the cavities produced by form ties and all other holes, honeycomb spots, broken corners or edges, and other defects shall be thoroughly cleaned, and after having been kept saturated with water for at least three hours shall be carefully pointed and trued with a mortar of cement and fine aggregate mixed in the proportions used in the class of the concrete being finished. Mortar used in pointing shall be not more than one hour old. The mortar patches shall be cured as specified in Section 08100-3.02. All



construction and expansion joints shall be left carefully tooled and free of mortar and concrete. The joint filler shall be left exposed for its full length with clean and true edges.

2. The resulting surfaces shall be true and uniform. All surfaces which cannot be repaired to the satisfaction of the ENGINEER shall be given a Class 2 Rubbed Finish.

C. Class 2, Rubbed or Spray Finish

1. Rubbed Finish

- a. After removal of forms, the Class 1 finish shall be completed and the rubbing of concrete shall be started as soon as its condition will permit. Immediately before starting this work, the concrete shall be kept thoroughly saturated with water for at least three hours. Surfaces shall be rubbed with a medium course Carborundum stone using a small amount of mortar on its face. The mortar shall be composed of cement and sand mixed in the proportions used in the concrete being finished. Rubbing shall be continued until all form marks, projections, and irregularities have been removed, all voids are filled, and a uniform surface has been obtained. The paste produced by this rubbing shall be left in place at this time.
- b. After all concrete above the surface being treated has been cast; the final finish shall be obtained by rubbing with a fine carborundum stone and water. This rubbing shall continue until the entire surface is of a smooth texture and uniform color.
- c. After the final rubbing is complete and the surface has dried, it shall be rubbed with burlap to remove loose powder and objectionable marks.

2. Spray Finish

- a. Prior to the spray finish, the concrete shall be given a Class 1 finish in accordance with Section 08100-3.05-B, supplemented if necessary with a grout meeting the requirements of 714.11, of the MS Standard Specifications for Road and Bridge Construction, 1990 edition, with fine aggregate modified to require 100 percent passing the No. 16 Sieve.
- b. Grout shall be applied with burlap pads or float sponges, and as soon as the grout has dried the surface shall be brushed to remove all loose grout and the surface left smooth and free of air holes. Surfaces to be sprayed shall be free of efflorescence, flaking coatings dirt, oil, and other foreign substances. Prior to application of the spray finish, the surfaces shall be free of mixture, as determined by sight and touch, and in a condition consistent with the manufacturer's published recommendations.

- c. The spray finish shall be applied with heavy duty spray equipment capable of maintaining a constant pressure as necessary for proper application. The material shall be applied as recommended by the manufacturer except the rate of application shall not be less than one gallon per 50 square feet of surface area without prior written approval of the ENGINEER.
- d. The completed finish shall be tightly bonded to the structure and present a uniform appearance and texture equal to or better than a rubbed finish. If necessary, additional coats shall be sprayed to produce the desired surface texture and uniformity. Upon failure to adhere positively to the structure without chipping or cracking or to attain the desired surface appearance, the coatings shall be completely removed and the surface given a rubbed finish in accordance with Section 08100-3.05-C, or other approved methods shall be used to obtain the desired surface finish to the satisfaction of the ENGINEER without additional cost to the OWNER.

D. Class 3, 4, and 5 Finishes

If required, specifications for these finishes will be contained in the special provisions.

E. Class 6, Floated Surface Finish

After the concrete has been deposited in place, it shall be consolidated and the surface shall be struck off by means of a strike board and floated with a wooden or cork float. An edging tool shall be used on edges and expansion joints. The surface shall not vary more than 1/8 inch under a 10-foot straightedge. The surface shall have a granular or matte texture which will not be slick when wet.

F. Required Finishes for Various Surfaces

Unless otherwise specified, floors and slabs, the top surface of sidewalks, the top horizontal surfaces of footings, and top slabs of box bridges, box culverts, or other structures shall be given a Class 6 finish. All formed concrete surfaces shall be given a Class 1 finish, except on surfaces which are completely enclosed, such as the inside surfaces of cells of box girders, the removal of fins and form marks and the rubbing of mortared surfaces to a uniform color will not be required. In reference to finishing, exposed surfaces are surfaces or faces which may be seen after all backfill has been placed. Exposed surfaces requiring Class 2 finish shall be finished at least one foot below the ground line or the low water elevation, whichever is higher.

The Class 2 finish shall be made upon a Class 1 finish. After the removal of forms the Class 1 finish shall be completed and the rubbing of concrete shall be started as soon as the condition of the concrete will permit.

### 3.05 CONCRETE CURING AND PROTECTION

#### A. General:

1. Protect freshly placed concrete from premature drying and excessive cold or hot temperature, and maintain without drying at a relatively constant temperature for the period of time necessary for hydration of the cement and proper hardening of the concrete.
2. Start initial curing after placing and finishing concrete as soon as free moisture has disappeared from the concrete surface. Keep continuously moist for not less than 72 hours.
3. Begin final curing procedures immediately following initial curing and before the concrete has dried. Continue final curing for at least 7 days and in accordance with ACI 301 procedures.
4. All covered sidewalks shall be covered with a water repelling sealing compound.

#### B. Curing Methods:

1. Conditions governing the placement of concrete and the requirements for the placement, protection and curing of concrete during cold or hot weather shall conform to the limitations, conditions, and requirements stipulated in 804.03.17, of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition, as applicable.
2. Perform curing of concrete by moist curing, or by moisture retaining cover curing, by curing compound, or by combinations thereof, as herein specified. For curing, use water that is free of impurities which could etch or discolor exposed, natural concrete surfaces.
3. Provide moisture curing by any of the following methods:
  - a. Keeping the surface of the concrete continuously wet by covering with water.
  - b. Continuous water-fog spray.
  - c. Covering the concrete surface with the specified absorptive cover, thoroughly saturating the cover with water, and keeping the absorptive cover continuously wet with sprinklers or porous hoses. Place absorptive cover so as to provide coverage of the concrete surfaces and edges, with a 4-inch lap over adjacent absorptive covers.
3. Provide moisture retaining cover curing by covering the concrete surfaces with the specified moisture-retaining cover for curing concrete, placed in the widest practical width with sides and ends lapped at least 3 inches and sealed by

waterproof tape or adhesive. Immediately repair any holes or tears during the curing period using cover material and waterproof tape.

4. Surfaces on which curing is to be by liquid membrane shall be given the required surface finish prior to the application of curing compound. During the finishing period the concrete shall be protected by the water method of curing. Concrete surfaces cured by the liquid membrane method shall receive two applications of curing compound. The first application shall be applied immediately after the finishing is completed and accepted. Prior to applying the first application, the concrete shall be thoroughly wetted with water and the liquid membrane applied just as the surface film of water disappears. The second application shall be applied immediately after the first application has set. The rate of application of curing compound will be as prescribed by the ENGINEER with a minimum spreading rate per application of one gallon per 200 square feet of concrete surface. The coating shall be protected against marring for at least 10 days after the application of the curing compound. The coating on bridge decks shall receive attention and may require additional protection as required by the ENGINEER. All membrane marred or otherwise disturbed shall be given an additional coating. Should the surface coating be subjected repeatedly to injury, the ENGINEER may require that the water curing method be applied at once.
5. When wetted burlap is used as a curing material, it shall not be less than two thicknesses of Class 3 burlap or its equivalent, and the burlap shall be kept continuously and thoroughly wet. Careful attention shall be given to the proper curing and protection of concrete, and curing by the wetting methods shall continue for a period of at least seven days after placing the concrete. If high-early-strength cement is used, this period may be reduced to four days.
6. When using curing compound, the compound should be thoroughly mixed within an hour before use. If the use of curing compound results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.
7. Adequate tarpaulins of ample size shall be on the project and used as necessary to protect the work in case of rain or other emergencies.

C. Temperature of Concrete During Curing:

1. When the atmospheric temperature is 40 degrees F and below, maintain the concrete temperature between 50 degrees F and 70 degrees F continuously throughout the curing period. When necessary, make arrangements before concrete placing for heating, covering, insulation or housing as required to maintain the specified temperature and moisture conditions continuously for the concrete curing period. Provide cold weather protection complying with the requirements of ACI 306.
2. When the atmospheric temperature is 80 degrees F and above or during other climatic conditions which will cause too rapid drying of the concrete, make

arrangements before the start of concrete placing for the installation of wind breaks or shading, and for fog spraying, wet sprinkling, or moisture retaining covering. Protect the concrete continuously for the concrete curing period. Provide hot weather protection complying with the requirements of ACI 305, unless otherwise specified.

3. Maintain concrete temperature as uniformly as possible, and protect from rapid atmospheric temperature changes. Avoid temperature changes in concrete which exceed 5 degrees F in any 24 hour period.

D. Protection from Mechanical Injury:

During the curing period, protect concrete from damaging mechanical disturbances including load stresses, heavy shock, excessive vibration, and from damage caused by rain or flowing water. Protect all finished concrete surfaces from damage by subsequent construction operations.

### 3.06 CONCRETE REPAIRS

- A. Repair exposed-to-view formed concrete surfaces, that contain defects which adversely affect the appearance of the finish. Surface defects that require repair include color and texture irregularities, cracks, voids, spills, air bubbles, honeycomb, rock pockets, and holes left by the rods and bolts; surfaces that are unduly rough, fins and other projections on the surface; and stains and other discolorations that cannot be removed by cleaning.
- B. Repair concealed formed concrete surfaces that may contain defects that adversely affect the durability of the concrete. Surface defects that require repair include cracks in excess of 0.01 inch wide, cracks of any width and other surface deficiencies which penetrate to the reinforcement or completely through non-reinforced sections, honeycomb, rock pockets, holes left by tie rods and bolts, and spills except minor breakage at corner.
- C. Repair and patch defective areas with cement mortar immediately after removal of forms and as directed by ENGINEER. Thin patches or plastering will not be acceptable. Force grout in place, and finish it flush with and to match adjacent concrete surfaces.
- D. Cut out honeycomb, rock pockets, voids over ½-inch diameter, and holes left by tie rods and bolts, down to solid concrete but, in no case, to a depth of less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Before placing the cement mortar, thoroughly clean, dampen with water, and brush-coat the area to be patched with the specified bonding agent. For exposed-to-view surfaces, blend white Portland cement and standard Portland cement so that, when dry, the patching mortar color will match the color of the surrounding concrete. CONTRACTOR shall impart texture to repaired surfaces to match texture of existing adjacent surfaces. Provide test areas at inconspicuous locations to verify mixture, texture and color match before proceeding with the patching. Compact mortar in place and strike off slightly higher than the surrounding surface.
- E. Fill holes extending through concrete by means of a plunger-type gun or other suitable

device from the least exposed face, using a flush stop held at the exposed face to ensure complete filling.

- F. Sandblast exposed-to-view surfaces that require removal of stains, grout accumulations, sealing compounds, and other substances marring the surfaces. Use sand finer than No. 30 and air pressure from 15 to 25 psi.
- G. All leaks through concrete, and cracks, holes or other defective concrete in areas of potential leakage, shall be repaired and made watertight by the CONTRACTOR.
- H. All defects in concrete for liquid-retaining structures shall be repaired and made watertight by the CONTRACTOR.
- I. All costs associated with repair, removal, and replacement of defective concrete as ordered by the ENGINEER shall be the responsibility of the CONTRACTOR.

### 3.07 FIELD QUALITY CONTROL

- A. The CONTRACTOR will employ a testing laboratory to perform field quality control testing. ENGINEER will observe slump tests and will direct the number of tests and cylinders required. CONTRACTOR shall make standard compression test cylinders and entrained air tests as specified below. CONTRACTOR shall furnish all labor, material and equipment required including cones, rods, molds, air tester, thermometer, curing in a heated storage box, and all other incidentals required. Above will be subject to approval by ENGINEER. CONTRACTOR shall furnish all necessary storage and curing required by the testing.
- B. Quality Control Testing During Construction:
  - 1. Sampling and testing for field quality control during the placement of concrete:
    - a. Sampling Fresh Concrete: ASTM C 172.
    - b. Slump: ASTM C 143; one test for each concrete load at point of discharge; and one for each set of compressive strength test specimens (minimum of one test per day). Maximum slump = 4”.
    - c. Air Content: ASTM C 231; one test for each set of compressive strength test specimens (minimum of one per day).
    - d. Compressive Strength Tests: ASTM C39; one set of compression cylinders (four per set) for each 30 cubic yards or fraction thereof and for each additional 100 cubic yards thereafter, of each mix design placed in any one day; one specimen tested at three days, one specimen tested at seven days, one specimen tested at 28 days, and one backup specimen.
      - (1) Adjust mix if test results are unsatisfactory and resubmit for ENGINEER's approval.

- (2) Concrete which does not meet the strength requirements is subject to rejection and removal from the Work, or to other such corrective measures as directed by the ENGINEER, at the expense of the CONTRACTOR.
    - e. Compression Test Specimens: ASTM C31; make one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Cast, store and cure specimens as specified in ASTM C31.
    - f. Concrete Temperature: Test hourly when air temperature is 40 degrees F and below, and when 80 degrees F and above; and each time a set of compression test specimens is made.
  - 2. The testing laboratory will submit certified copies of test results directly to the OWNER and the ENGINEER within 24 hours after tests are made. Test results must be submitted to the ENGINEER for review prior to approval of any pay request.
- C. Evaluation of Quality Control Tests:
- 1. Do not use concrete delivered to the final point of placement which has slump or total air content outside the specified values.
  - 2. Compressive strength tests for laboratory-cured cylinders will be considered satisfactory if the averages of all sets of three consecutive compressive strength tests results equal or exceed the 28 day design compressive strength of the type or class of concrete; and, no individual strength test falls below the required compressive strength by more than 500 psi.
    - a. Where questionable field conditions may exist during placing concrete or immediately thereafter, strength tests of specimens cured under field conditions will be required by the ENGINEER to check the adequacy of curing and protecting of the concrete placed. Specimens shall be molded at the same time and from the samples as the laboratory cured specimens.
      - (1) Provide improved means and procedures for protecting concrete when the 28 day compressive strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders.
      - (2) When laboratory-cured cylinder strengths are appreciably higher than the minimum required compressive strength, field-cured cylinder strengths need not exceed the minimum required compressive strength by more than 500 psi even though the 85 percent criterion is not met.
      - (3) If individual tests of laboratory-cured specimens produce strengths more than 500 psi below the required minimum

compressive strength, or if tests of field-cured cylinders indicate deficiencies in protection and curing, provide additional measures to assure that the load-bearing capacity of the structure is not jeopardized. If the likelihood of low strength concrete is confirmed and computations indicate the load-bearing capacity may have been significantly reduced, tests of cores drilled from the area in question will be required at the CONTRACTOR's expense.

- b. If the compressive strength tests fail to meet the minimum requirements specified, the concrete represented by such tests will be considered deficient in strength and subject to replacement, reconstruction or to other action approved by ENGINEER.

D. Testing Concrete Structure for Strength:

1. When there is evidence that the strength of the in-place concrete does not meet specification requirements, CONTRACTOR shall employ at his expense the services of a concrete testing compressive strength determination. Tests shall comply with ASTM C42 and the following:
  - a. Take at least 3 representative cores from each member or suspect area at locations directed by ENGINEER.
  - b. Strength of concrete for each series of cores will be considered satisfactory if their average compressive strength is at least 85 percent and no single core is less than 75 percent of the 28 day required compressive strength.
  - c. Report test results in writing to ENGINEER on the same day that tests are made. Include in test reports the Project identification name and number, date, name of CONTRACTOR, name of concrete testing service, location of test core in the structure, type or class of concrete represented by core sample, nominal maximum size aggregate, design compressive strength, compression breaking strength and type of break (corrected for length-diameter ratio), direction of applied load to core with respect to horizontal plane of the concrete as placed, and the moisture condition of the core at time of testing.
2. Fill core holes solid with patching mortar, and finish to match adjacent concrete surfaces.
3. Conduct static load test and evaluations complying with ACI 318 if the results of the core tests are unsatisfactory, or if core tests are impractical to obtain, as directed by ENGINEER.



**PART 4 – COMPENSATION (NOT USED)**

**\* \* END OF SECTION \* \***

## **SECTION 060500**

### **TRENCH DRAIN**

#### **PART I - GENERAL**

##### **1.01 PROVISIONS:**

- A. Throughout the specifications, types of materials may be specified by manufacturer's name and catalog number in order to establish standards of quality and performance.

##### **1.02 RELATED WORK SPECIFIED ELSEWHERE:**

- A. Section 02215 – Excavation, Trenching, and Backfilling
- B. Section 03300 - Cast-In-Place Concrete

##### **1.03 SCOPE:**

- A. Work covered by this section includes furnishing and paying for all materials, labor, and other items required for execution and completion of trench drain system specified under the this section.

##### **1.04 SUBMITTALS:**

- A. Product Data for trench drain system specified, including details of construction relative to materials, dimensions, components, and design data.
- B. Shop drawings detailing installation of trench drain system. Show anchorages and accessory items.

#### **PART II – PRODUCTS**

##### **2.01 TRENCH DRAIN SYSTEM:**

- A. Trench drain system shall be equal to NEENAH R-4994 w/ Type S Frame Channels shall be length specified on contract plans, the grate width shall be as specified in the contract drawings. Modular channel sections shall be made of HDPE have interlocking ends, and a radiused bottom. Channel shall be provided with a .5% built-in-slope. Channels shall be with inverts as specified on the contract plans. Channels shall have clips molded into the sides of the channel to accommodate vertical re-bar for positioning and anchoring purposes. End caps shall be used to complement the channels and grates. End outlets shall be used 6" diameters.

##### **2.02 GRATE:**

- A. Grates shall be equal to NEENAH R-4994 w/ Type S Frame. Ductile Iron conforms to ASTM specification A536-84, Grade 80-55-06. Grate is designed to withstand class F900 Loading per the DIN 19580 specification.

## **SECTION 312333**

### **TRENCHING AND BACKFILLING**

#### **PART 1 - GENERAL**

##### **1.01 SCOPE OF WORK**

This section includes, trenching for installation of all buried pipelines and appurtenances and includes trench preparation, dewatering, filling, backfilling, disposal of surplus material and restoration of trench surfaces.

##### **1.02 RELATED WORK SPECIFIED ELSEWHERE**

Section 331000 – Water Utilities  
Section 333000 – Sanitary Sewerage Utilities  
Section 334000 – Storm Drainage Utilities

#### **PART 2 - PRODUCTS**

##### **2.01 SELECT BEDDING**

See appropriate utility specifications for bedding specifications.

##### **2.02 SELECT BACKFILL MATERIAL**

Select backfill material for backfilling trenches and other designated excavations shall be composed of a natural or artificial mixture of sand silt, clay or soil binder or shall be a select well-graded sand-gravel material as approved by the ENGINEER.

The following limits shall apply to the sand-clay material passing the Number 40 sieve:

Liquid Limit (LL) ... ..... Not more than 30  
Plasticity Limit (PL) ..... Not more than 12

The fraction passing the Number 200 sieve shall not be greater than two-thirds (2/3) the fraction passing the Number 40 sieve.

Silts found on-site may be used to backfill trenches only if written approval is given by the ENGINEER.

#### **PART 3 – EXECUTION**

##### **3.01 GENERAL**

- A. Excavation shall extend to the width and depth shown on the drawings or as specified, or where not specified, CONTRACTOR shall confine his excavation to the least width practicable and shall provide suitable room for installing pipe, structures and appurtenances.
- B. The CONTRACTOR shall furnish and place all sheeting, bracing and supports and shall remove from the excavation all materials which are unsuitable for backfill or which the

ENGINEER may deem unsuitable for backfilling. The bottom of the excavation shall be firm, dry, and in all respects, acceptable.

- C. During excavation, material suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid over-loading and to prevent slides or cave-ins. All excavated materials not required or suitable for backfill shall be removed and disposed of off-site at the CONTRACTOR'S expense.
- D. Grading shall be done as necessary to prevent surface water from flowing into trenches or other excavations, and any water accumulating therein shall be removed by pumping or by other approved methods.
- E. Do not install any work until excavations are free of water, mud, and loose earth. Do not install any work on frozen ground.

### 3.02 CONFLICTS WITH OTHER UTILITIES

- A. When installing water lines, where conflicts in grade occur with other underground utilities (i.e. storm drainage, gravity sewer), the water line grade may be changed to avoid the conflict.
- B. Where construction conflicts with underground utilities which are indicated to remain in place, the CONTRACTOR shall be fully responsible for protecting these facilities and for restoring the portions of those lines which are damaged or severed as a result of his operations. Where existing lines in conflict are indicated to be removed by others, the CONTRACTOR shall cooperate with the OWNER of these utilities to the end that these conflicts may be removed prior to excavation.
- C. When obstructions that are not shown on the plans are encountered during the progress of work and interfere so that an alteration of the plans is required, the ENGINEER will alter the plans or order a deviation in line and grade or arrange for removal, relocation, or reconstruction of the obstructions.
- D. When crossing existing pipelines or other structures, alignment and grade shall be adjusted as necessary, with the approval of the ENGINEER, to provide clearance as required by federal, state, or local regulations or as deemed necessary by the ENGINEER to prevent future damage or contamination of either structure.
- E. All utility piping, fittings, valves and other appurtenances shall be lowered carefully into the trench by means of a derrick, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to water-main materials and protective coatings and linings. Do not drop these items in the trench.

### 3.03 CLEARING AND GRUBBING

The right-of-way, easement or site indicated on the plans for the construction shall be cleared by the CONTRACTOR.

### 3.04 EXCAVATION AND TRENCHING

#### A. General

1. Excavation shall extend to the width and depth shown on the drawings or as specified, or where not specified, CONTRACTOR shall confine his excavation to the least width practicable and shall provide suitable room for installing pipe, structures, and appurtenances.
2. The bottom of the trenches shall be accurately graded and shaped to provide uniform bearing and support for each section of the pipe on undisturbed soil at every point along its entire length, except for the portion of the pipe where it is necessary to excavate for pipe bells or joints.
3. Depressions for joints shall be dug after the trench bottom has been graded in order that the pipe rest upon the prepared bottom for as nearly its full length as practicable. Depressions shall only be of such length, depth and width as required for properly making the particular type of joint.
4. Care shall be exercised not to excavate below the depth indicated. Over excavated depths shall be backfilled with loose, granular, moist earth, and thoroughly tamped.
5. The bottom of the trench shall be rounded so that at least the bottom quadrant of the pipe shall rest firmly on undisturbed soil for as nearly the full length of the barrel as proper jointing operations will permit. This part of the excavation shall be done manually only a few feet in advance of the pipe laying by men skilled in this type of work. The pipe bed shall be prepared to the ENGINEER'S complete satisfaction.
6. Whenever unstable soil that is incapable of properly supporting the pipe is encountered in the bottom of the trench, such soil shall be removed for the full width of the trench and to the depth required. The trench shall be backfilled to the proper grade with an aggregate composed of coarse sand, fine gravel or other suitable material approved by the ENGINEER. The backfill shall be thoroughly compacted and shaped to form a bed for the pipe.
7. The CONTRACTOR shall furnish and place all sheeting, bracing and supports and shall remove from the excavation all materials which are unsuitable for backfill or which the ENGINEER may deem unsuitable for backfilling. The bottom of the excavation shall be firm, dry, and in all respects, acceptable.
8. During excavation, material suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid over-loading and to prevent slides or cave-ins. All excavated materials not required or suitable for backfill shall be removed and disposed of off-site at the CONTRACTOR'S expense.
9. Grading shall be done as necessary to prevent surface water from flowing into trenches or other excavations, and any water accumulating therein shall be removed by pumping or by other approved methods.
10. Do not install any work until excavations are free of water, mud, and loose earth. Do not install any work on frozen ground.

11. Trench side walls shall be as nearly vertical as practicable. Trench widths shall be as required for the proper laying and jointing of pipes and the proper placing and compacting of backfill and shall be at least 24" wider than the inside diameter of the pipe to be laid therein. Excavate trenches to provide uniform and continuous bearing and support of each pipe barrel on firm undisturbed earth at every point between bell holes, with an ample bell hole cut at each joint to facilitate proper jointing and to prevent bells from bearing on the trench bottom. Machine or hand-cut trenches, except that in all cases prepare the final subgrade accurately with hand tools. Where excavation is carried below proper subgrade, before laying pipe bring the trench bottom up to proper subgrade by backfilling with approved material placed in 3-inch maximum thickness loose layers, and thoroughly compact each layer as directed to provide uniform and continuous bearing and support for the pipe barrel at every point between bell holes.

#### B. Pressure Pipe

1. The CONTRACTOR shall perform all excavation of every description and of whatever substances encountered to the depth specified in the plans or as directed by the OWNER. The bottom of all trenches shall be carefully shaped, graded and aligned in accordance with these specifications and the contract drawings before any pipe is placed. Care shall be taken not to excavate below the depth specified; however, in the event this should occur, the bottom of the trench shall be filled back to grade with approved material and thoroughly compacted in a manner satisfactory to the OWNER.
2. Bell holes and coupling holes of ample size shall be cut under and around all joints to assure that the body of the pipe shall rest uniformly and in continuous contact with the supporting ground for its entire length.
3. Water will not be permitted in the trenches while the pipe is being laid. The CONTRACTOR shall not excavate more trench than the available pumping facilities are able to dewater to the satisfaction of the OWNER.
4. The CONTRACTOR shall not excavate more trench than can be covered in a day. Trenches will not be left open overnight.
5. A tolerance of six inches (6") from the established grade may be permitted, if approved by the OWNER, in order to prevent excessive breaks in alignment at the joints to such an extent that the joints cannot be uniformly and properly fitted.
6. Whenever wet, unstable soil deemed by the OWNER incapable of properly supporting the pipe is encountered in the trench bottom, it shall be removed to a depth required by the OWNER, and the trench backfilled to trench bottom grade with select backfill material at the CONTRACTOR's expense, foundation concrete, or other suitable material.

#### C. Gravity Pipe

1. All excavation of every description and of whatever substances encountered shall be performed to the depths indicated on the Drawings or as otherwise specified. Excavation shall be done by open cut from the surface except when tunneling is expressly herein permitted or specified. Trenches shall conform to the widths specified on the Drawings. Machine excavation shall be held above the elevation of bottom of pipe sufficient to

permit shaping of the trench by hand shovels to conform to the specified shape and requirements for the pipe bed. Bedding conditions required are shown on the construction drawings.

2. During excavation, material suitable for backfilling shall be piled in an orderly manner sufficient distance from the banks of the trench to avoid overloading and to prevent slides or cave-ins. All excavated materials not suitable for backfilling shall be removed. All cost of disposing of non-suitable material shall be borne by the CONTRACTOR. Such grading shall be done as may be necessary to prevent surface water from flowing into trenches or other excavations. Any water accumulating therein shall be removed by pumping or by other approved methods.
3. If the width of the trench is increased for the CONTRACTOR's convenience or due to the collapse of the trench walls so that additional excavation and backfill, higher class pipe and/or bedding is required, the CONTRACTOR will only receive payment for the work which would have been required if the trench had been constructed to the dimensions and with the classes of bedding and pipe shown on the Drawings.
4. If the bearing value of the subgrade is determined by the ENGINEER to be inadequate for a particular class of bedding, he may require the CONTRACTOR to substitute Class "A" bedding. The CONTRACTOR will be compensated for a change in class of bedding which is required by the ENGINEER.
5. Whenever unstable soil, deemed by the ENGINEER incapable of properly supporting the pipe, is encountered in the trench bottom, it shall be removed to a depth required by the ENGINEER, and the trench backfilled to grade with bedding material. The CONTRACTOR shall not be compensated for such undercut and select backfill.

### 3.05 EXCAVATED MATERIAL

- A. Excavated material from trenching and excavation suitable for backfill shall be placed compacted on the sides of the excavation and kept up so as not to endanger the work, and be of as little inconvenience as possible to the public traffic and abutting property. Any material encountered in the excavation which, in the opinion of the OWNER, is of such unstable nature as to be incapable of proper consolidation or is otherwise unsuitable for use in the work, shall be removed and wasted as directed and not stockpiled along the side of the excavation.
- B. The disposal of all surplus and unsuitable excavation shall be the responsibility of the CONTRACTOR at his own expense. The surplus and unsuitable material not to be used in the construction of the project shall not be left on the site, right-of-way or easement of the project, nor adjacent thereto.

### 3.06 DEWATERING

- A. The CONTRACTOR shall provide and maintain at his expense adequate dewatering equipment to remove and dispose of all surface and ground water entering excavations, trenches or other parts of the work. Each excavation shall be kept dry during subgrade preparation and continually thereafter until the structure to be built or the pipe to be installed therein is completed to the extent that no damage from hydrostatic pressure, flotation or other cause will result. The normal water table shall be restored to its natural level in such a manner not to disturb the pipe and its foundation.

- B. All excavation for concrete structures or trenches which extend down to or below static ground water shall be dewatered by lowering and keeping the ground water level eighteen inches (18") or more below the bottom of the excavation. The dewatering operation, however accomplished, shall be carried out so that it does not destroy or weaken the strength of the soil under or alongside the trench.
- C. Surface water shall be diverted or otherwise prevented from entering excavated areas or trenches to the greatest extent practicable without causing damage to adjacent property.
- D. The CONTRACTOR will be held responsible for the condition of any pipe or conduit which he may use for drainage purposes. All such pipes or conduits shall be left clean and free of sediment.
- E. Discharge from any dewatering pumps shall be conducted to natural drainage channels, storm sewers, or an approved reservoir.

### 3.07 SHEETING, SHORING AND BRACING

- A. Sheet piling, shoring and bracing may be accomplished in one of two manners.

- 1. Trench Jacks

Trench jacks shall be installed in accordance with OSHA regulations. They shall be installed in true horizontal position and spaced vertically at appropriate intervals to prevent sloughing of trench walls. Horizontal boards shall be installed where conditions indicate they are necessary for safety and to the depth and height dictated by field conditions. Trench jacks shall be installed immediately upon excavation and shall be removed progressively as backfill is compacted in place.

- 2. Steel Sheet Piling

Steel sheet piling shall be interlocking piling with a minimum wall thickness of 3/8 inch. Other thicknesses will be considered if properly braced. The piling shall be driven on each side of trench and shall extend to a sufficient depth below the bottom of the trench to prevent movement of material outside of the piling during excavation. Sheet piling shall be removed following backfilling and compaction in twelve inch (12") layers. The CONTRACTOR is to observe all OSHA Regulations pertaining to use of steel sheet piling.

- B. All sheet piling, shoring and bracing required to control excavation shall be designed by a Professional ENGINEER in the employ of the CONTRACTOR. The sheet piling, shoring and bracing shall be designed to safely support the earth pressures plus any surcharge loading the CONTRACTOR expects adjacent to the sheet piling. The CONTRACTOR shall submit to the ENGINEER for his review, design computations and drawings of the sheet piling, shoring and bracing, stamped with the registration number of his designing ENGINEER. No separate payment will be made for this work.
- C. Sheet piling, shoring and bracing shall be furnished, placed and maintained by the CONTRACTOR at required locations to support the sides of the excavation and CONTRACTOR shall be fully responsible for the sufficiency of such supports to prevent any movement which can in any way injure or delay the work or endanger or cause damage to adjacent pavements, buildings or other structures, or create undue hazards to workmen. Care



shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and rammed to the satisfaction of the ENGINEER. Where, in the opinion of the ENGINEER, damage is likely to result from withdrawing sheeting, the sheeting shall be left in place when so ordered. No separate payment will be made for any sheeting left in place.

- D. All sheeting, shoring and bracing, which are not ordered by the ENGINEER to be left in place, shall be removed in such manner as not to endanger the constructed pipeline or other structures, utilities, property, or personnel. All voids left or caused by the withdrawal of sheeting shall be immediately refilled with sand by ramming with tools specifically adapted to the purpose, by watering or otherwise as may be directed.
- E. The right of the ENGINEER to order sheeting and bracing left in place shall not be construed as releasing the CONTRACTOR from liability for damage to persons or property resulting from any settlement, caving or moving of the ground due to his operations.
- F. CONTRACTOR shall use extreme caution during excavation in streets or roadways to limit damage to mains and service lines from other utilities (electric, water, sewer and gas). CONTRACTOR shall assume all responsibility for damage to existing utilities. No payment will be made for delays, interference or damage caused to or by existing utilities.

### 3.08 PIPE PLACEMENT

#### A. Pressure Pipe

- 1. Pipe, specials and fittings shall be carefully laid to the line and grade shown on the drawings. The bed of each pipe is to be shaped either by trimming the bottom of the trench or by placing bedding material therein and tamping so that each piece of pipe will have a uniform bearing. The trench shall be further excavated around each bell, hub or coupling so that it will be entirely clear of the ground and leave ample room for tightening mechanical joints bolts where employed.
- 2. Where pipe laying is stopped at the end of the day or for any other cause, the end of the pipe shall be securely closed in order to prevent the entrance of water, mud or any other objectionable matter.
- 3. All pipe shall be carefully lowered into the trench with rope slings or other approved means in such a manner as to prevent damage to the pipe or the pipe coating. Pipe shall be installed with the bell ends pointing in the direction in which the work is to proceed.
- 4. When pipe must be cut to bring valves or other connections to the required location, this work shall be done by the CONTRACTOR without extra compensation and in a manner satisfactory to the OWNER.

#### B. Gravity Pipe

- 1. Unless otherwise noted on the Drawings or directed by the ENGINEER, the bed for the pipe shall be so shaped that at least the lower quarter of the pipe shall be in continuous contact with the bottom of the trench.
- 2. When bell and spigot pipes or pipe couplings are used, spaces shall be cut to accommodate the bells or couplings. These spaces shall be deep enough to insure that the bells or couplings do not bear the load of the pipes. The elevation and grade line,

where shown on the profile, is the elevation of the pipe invert, or the lowest point on the inside of the pipe. When the pipes are laid, the barrel of each section of pipe shall be in contact with the quadrant shaped bedding throughout its full length, exclusive of the bell or coupling, to support the entire load of the pipe. All adjustments to line and grade shall be made by scraping away or filling in and compacting the earth under the body of the pipe and not by wedging or blocking up the pipe. Pipe shall not be laid on broken ground.

3. Before any pipe is laid in the trench, the section in which pipe is to be placed must be dry and must be kept dry while joints are completed. All pipes, prior to being lowered into the trench, shall be fitted, together and matched so that when jointed in the trench, there shall be no shoulders or unevenness along the lower half of the pipe. The faces of all spigot ends and of all shoulders in the hubs or sockets shall be true. All abnormal enlargements on these faces shall be cut away before the pipe is lowered into the trench.
4. The pipe shall be laid upstream with the bell end or groove end up grade. Whenever the work ceases for any reason, the unfinished end of the pipeline shall be securely closed with a tight-fitting plug or cover. All pipe shall be placed and maintained in such a manner that at the time of final acceptance of the project, the completed lines will be true to the established alignment and flow line grades.
5. The CONTRACTOR shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other check points deemed necessary to assure accuracy of the equipment shall be provided by the CONTRACTOR.
6. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. No pipe shall be laid except in the presence of an inspector representing the ENGINEER.
7. Water shall not be allowed to run or stand in the trench while pipe installation is in progress or before the joints are completely set or before the trench has been backfilled. The CONTRACTOR shall at no time open up more trench than his available pumping facilities are able to dewater. Where sewer pipelines are located in or across stream beds or drainage ditches, the CONTRACTOR shall divert the stream flow and dewater each section as the work progresses.
8. No joints shall be made where pipe or joint materials have been soiled by earth in handling until such soiled surfaces are thoroughly cleaned by wire brushing and wiping until all traces of the earth are removed.
9. As the work progresses, the interior of all pipe shall be kept thoroughly clean. After each line of pipe has been laid, it shall be carefully inspected and all earth, trash, rags and other foreign matter removed from the interior.
10. Alignment: The CONTRACTOR shall use a commercial grade laser specifically manufactured for setting a line and grade by using the laser beam coaxially through the center of the pipe being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. All equipment, including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy shall be furnished by the CONTRACTOR. The laser

beam system must be operated by competent experienced workers who have been properly trained to operate the equipment used.

11. Removal of pavement and road surfaces shall be a part of the trench excavation and the amount removed shall depend upon the width of trench required for the installation of structures. The dimensions of pavement removed shall not exceed the dimensions of the opening required for installation of pipe and other structures by more than 6 inches in any direction unless required or approved by the OWNER. Methods, such as sawing, drilling, or chipping, shall be used to ensure the breakage of pavement along straight lines. In all areas where the trench will be backfilled with natural material the cut pavement shall be separated from the backfill material and disposed of by the CONTRACTOR.
12. When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 9 inches below and on each side of all pipe and fittings. When excavation is completed, a bed of sand, crushed stone, or earth that is free from stones, large clods, or frozen earth, shall be placed on the bottom of the trench to the previously mentioned depths, leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris or subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation. This installation procedure shall be followed when gravel formations containing loose boulders greater than 8 inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point of rock, boulder, or stones of sufficient size and placement which, in the opinion of the ENGINEER, could cause a fulcrum point.
13. Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.
14. Excavated material shall be placed in a manner that will not obstruct sidewalks, drive-ways, or other structures and shall be done in compliance with federal, state, or local regulations.
15. Trees, shrubs, fences, and all other property and surface structures shall be protected during construction unless their removal is shown in the plans and specifications or approved by the OWNER. Any cutting of tree roots or branches shall be done only as approved by the OWNER.
16. Temporary support, adequate protection, and maintenance of all underground and surface structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the CONTRACTOR. All properties that have been disturbed shall be restored as nearly as practical to their original condition.
17. Appropriate traffic control devices shall be provided in accordance with federal, state, or local regulations to regulate, warn, and guide traffic at the work site.

### 3.09 BEDDING

Class C bedding shall be used for PVC and ductile iron pipe. A shaped trench bottom, with bell holes, free of obstructions can be used only in the placement of pressure pipe. If a flat trench bottom is used, select bedding material as shown on the drawings and as specified herein.

### 3.10 BACKFILLING

#### A. General

1. Do not backfill pipe trenches and other excavations until the underground work has been inspected and approved.
2. The trenches shall not be backfilled until they, as installed, conform to the requirements specified. Where, in the opinion of the ENGINEER, damage is likely to result from withdrawing sheeting, the sheeting shall be left in place. Except as otherwise specified for special conditions of over-depths, trenches shall be backfilled to the ground surface with material that is suitable for the compaction specified hereinafter. Trenches improperly backfilled shall be reopened to the depth required for proper compaction, then refilled and compacted as specified, or the condition shall be otherwise corrected as approved. The surface shall be restored to its original condition as near as practicable as hereinafter specified. Pavement, base course, and compacted subgrade disturbed by trenching operations shall be replaced in an acceptable manner with materials equal to the adjacent compacted subgrade, base course, and pavement for a minimum distance of 12 inches on each side of the trench.
3. Backfilling covered in this Section includes all material extending from 12" above pipe tops to existing grade or paving subgrade (as applicable). Initial backfilling from pipe top to 12" above pipe top shall be specified.
4. Under Paved Areas: Under all paved areas in which utilities are to be laid the trenches shall be backfilled in four to six inch (4-6") layers to 98 percent of maximum density as determined by ASTM D-698, to a point one (1) foot above the top of pipe. Material shall be natural material free from any large stones or paving materials produced from street cutting operations placed and compacted as specified.
5. Under All Other Areas: All non-paved areas in which utilities are to be laid the trenches shall be backfilled with native material free from stones larger than 1 inch in any dimension and hard clods larger than 6 inches in any dimension. The backfill material shall be placed and compacted to the density of the adjacent soil.
6. Select backfill materials as shown on the Contract Drawings will be used in vehicular traffic areas. The extent of usage in roadways in which select materials is used in lieu of insitu backfill will be from edge of shoulder to edge of shoulder.
7. The CONTRACTOR shall replace all pavement removed for the purpose of laying pipe to a typical section and condition equal to preconstruction conditions.

## B. Pressure Pipe

All trenches and excavation shall be backfilled with suitable material and hand-tamped leaving the pipe joint exposed. This backfill shall be brought up and tamped equally and thoroughly along each side of the pipe in such a manner as to avoid displacement of or damage to the pipe. After inspection, the backfill and compaction shall be continued until it covers the pipe to a depth of at least one (1) foot. The backfill shall then be continued as hereinafter provided by one of the following methods after due consideration has been given to the type of backfill material, its moisture content and its ability to consolidate to the required density when the required compaction processes are applied.

### 1. Tamping

In non-paved areas, the backfill shall be placed in six inch (6") lifts, each lift being thoroughly compacted to a density at least equal to 90% of the density determined by the Proctor Method A.A.S.H.O. Designation T-99 before the next lift is placed. Each lift of the backfill material shall have proper moisture content to permit compaction to this density.

At utility crossings in street areas where street paving, sidewalks, driveways and other subsequent work is contemplated or in areas where existing roads or driveways are open cut, the backfill shall be placed in six inch (6") lifts, each lift being thoroughly compacted to a density at least equal to 98% of the density determined by the Proctor Method A.A.S.H.O. Designation T-99 before the next lift is placed. Each lift of the backfill material shall have proper moisture content to permit compaction to this density.

In open fields or undeveloped areas, the top of the filled trench shall be mounded slightly above the natural ground to allow for settlement.

### 2. Select Backfill

Select backfill shall be installed where indicated on the plans and in all areas to be covered by pavement or structures.

### 3. Jetting

Jetting shall not be permitted.

## C. Gravity Pipe

### 1. Execution

All trenches and excavation shall be hand backfilled with suitable material and hand-tamped up to the spring line of the pipe promptly after the pipe is laid and before the joint is completed. In areas subject to vehicular traffic, such as streets, driveways, and parking lots, CONTRACTOR shall provide select backfill material as specified herein. In areas not subject to vehicular traffic, CONTRACTOR shall provide select backfill material as specified herein, only when excavated material is unsuitable for backfill. This backfill shall be brought up and tamped equally and thoroughly along each side of the pipe in such a manner as to avoid displacement of or damage to the pipe. After the

joints have been properly installed and cured, the hand backfill and compaction shall be continuous until it covers the pipe to a depth of at least one foot (1'). After due consideration has been given to the type of backfill material, its moisture content and its ability to consolidate to the required density when the required compaction processes are applied, the backfill shall then be continued as hereinafter provided by one of the following methods.

## 2. Tamping

In non-paved areas, backfill shall be placed in six inch (6") lifts, each lift being thoroughly compacted to a density at least equal to ninety percent (90%) of the density determined by the Standard Proctor Method, AASHTO Designation T-99 before the next lift is placed. Each lift of the backfill material shall have proper moisture content to permit compaction to this density.

At utility crossings in street areas where street paving, sidewalks, driveways and other subsequent work is contemplated or in areas where existing roads or driveways are open cut, the top three (3) feet of backfill in sidewalks and driveways and the top five (5) feet in street paving areas shall be placed in six inch (6") lifts and compacted to a density at least equal to ninety five percent (98%) of the density determined by the Proctor method, AASHTO Designation T-99.

In open fields or undeveloped areas, the backfill may be placed in twelve inch (12") layers and compacted to a density of not less than that of the surrounding earth. The top of the filled trench shall be mounded slightly above the natural ground to allow for settlement.

## 3.11 TEST PITS

Test pits for the purpose of locating underground utilities or structures in advance of the construction may be excavated by the CONTRACTOR. Test pits shall be backfilled immediately after the desired information has been obtained. The backfilled surface shall be restored and maintained in a manner satisfactory to the ENGINEER.

## 3.12 RESTORING TRENCH SURFACE

- A. Where the trench occurs adjacent to paved streets, in shoulders, sidewalks or in cross-country areas, the CONTRACTOR shall thoroughly consolidate the backfill and shall maintain the surface as the work progresses. If settlement takes place, he shall immediately deposit additional fill to restore the level of the ground.
- B. The surface of any driveway or any other area which is disturbed by the trench excavation and which is not a part of the paved street shall be restored by the CONTRACTOR as shown on the drawings.
- C. In sections where the pipe passes through grassed areas, new or existing, the CONTRACTOR shall regrade and reseed all disturbed areas as specified in Section 329200.

### 3.13 PROTECTION

Guard rails, curbing and fencing in the vicinity of the CONTRACTOR's operations shall be adequately protected, and if necessary, removed and restored after backfilling. All curbing, fencing or guard rails which are damaged during construction shall be replaced with material fully equal to that existing prior to construction.

### **PART 4 – COMPENSATION (NOT USED)**

**\*\* END OF SECTION \*\***

## **SECTION 321216**

### **ASPHALT PAVING**

#### **PART 1 - GENERAL**

1.01 DESCRIPTION: This work shall cover the composition, mixing, and construction required for paving of roads and parking upon the prepared subgrade and the protection of hot asphalt pavement. The hot asphalt pavement shall consist of an asphalt base, binder, or surface course constructed in one or more lifts, and in conformity with the lines, grades, thickness and cross sections shown on the construction plans. The asphalt pavement shall be composed of mineral aggregates mixed in a central mixing plant with bituminous materials in the proportions specified.

#### 1.02 SUBMITTALS:

A. Prior to placement of any material, the Contractor shall submit for approval the job mix formula proposed, giving complete data on materials, including source, location percentages, temperatures and all other pertinent data.

##### 1. Certifications:

- a. Asphalt primer and tack coat material certificate of conformance to Mississippi Department of Transportation requirements.
- b. Asphalt cement certificate of conformance to Mississippi Department of Transportation requirements.
- c. Job-mix certification - Submit plant mix certification that mix equals or exceeds the Mississippi Department of Transportation Specifications.

B. Sufficient information, clearly presented shall be included to determine compliance with drawings and specifications.

C. The specific item proposed and its area of application shall be marked on the submitted data.

#### 1.03 APPLICABLE STANDARDS

Mississippi Standard Specifications for Road and Bridge Construction, latest edition, hereafter referred to as "MDOT Specifications".

#### 1.04 INSPECTION OF PLANT AND EQUIPMENT

The ENGINEER shall have access at all times to all parts of the material producing plants for checking the mixing operations and materials and the adequacy of the equipment in use.



## **PART 2 - PRODUCTS**

- A. All materials for asphalt paving and related work shall comply with MDOT Specifications.
- B. As used in this specification, the following abbreviations shall apply:
  - 1. BB Black Base
  - 2. TC Tack Coat
  - 3. BC Binder Course
  - 4. SC Surface Course
- C. The term "course" used in this Section shall be understood to mean a layer of specified thickness shown on the plans and for which quantities are estimated on the plans and in the proposal as the basis for bidding. A course may, in some cases consist of a single layer, and, in other cases, may consist of two or more layers depending on the finished thickness specified.
- D. The gradation of the asphalt mixture specified on the drawings shall comply with Section 401 of the MDOT Specifications.
- E. The job mix formula shall be set within the master range as listed in Section 401 of the MDOT Specifications. The job mix formula shall be maintained within the job mix tolerance and shall not exceed the limits of the ranges.
  - 1. The job mix temperatures shall be between 250 degrees Fahrenheit minimum and 350 degrees Fahrenheit maximum unless otherwise specified.
  - 2. The job mix formula as approved shall be considered as tentative until a sufficient amount of the mixture has been processed through the plant, spread and compacted.
  - 3. Extractions shall be made on samples of each mixture, produced by the plant, before any mixture is placed on the project.
  - 4. After the job mix formula is approved, the mixture furnished to the project shall remain unchanged, within the tolerances specified for the mixture, throughout the duration of the job. No change in properties or proportions of any ingredient of the mix shall be made without written permission of the Engineer.
- F. Bituminous Materials shall meet the requirements of Section 702 of the MDOT Specifications.
- G. Mineral Filler shall meet requirements of Section 703.16 of the MDOT Specifications. Mineral filler may be used as necessary to obtain desired properties; however, excessive use shall not be permitted in the mix.

## **PART 3 - EXECUTION**

3.01 **INSTALLATION:** The asphalt paving equipment, weather limitations, job-mix formula, mixing, construction methods, compaction, finishing and protection shall conform to the requirements of the appropriate sections of the MDOT Specifications, for the type of material specified.

- A. **Placing the Mix** - The surface course mixture shall be placed with an asphalt paver to provide a nominal compacted thickness within maximum and minimum thicknesses specified in Section 401 of the Mississippi Standard Specifications for Road and Bridge Construction. The total thickness for the each course shall be as indicated on the typical roadway section shown on the construction plans. Placing the mixture shall be a continuous operation. If any irregularities occur, they shall be corrected before final compaction of the mixture. Prior to application of base course, the sub-base shall be pre-rolled as may be required to determine possible presence of underlying soil failures. Prior to application of subsequent courses, the existing pavement surface shall be thoroughly cleaned of all soil and debris.
- B. **Compacting the Mix** - The mix shall be compacted immediately after placing. Initial rolling with a steel-wheeled tandem roller, steel three-wheeled roller, vibratory roller, or a pneumatic-tired roller shall follow the paving operation as closely as possible. Intermediate rolling with pneumatic-tired roller shall be done immediately behind the initial rolling. Final rolling shall eliminate marks from previous rolling. In areas too small for the roller, a vibrating plate compactor or a hand tamper shall be used to achieve thorough compaction.
- C. **Rate of Application** - The rate of application shall be in compliance with Mississippi State Aid Specifications, and as necessary to obtain the required density and thickness specified herein and shown on the Construction Plans.

3.02 **ALIGNMENT AND GRADE CONTROL**

- A. Establish and maintain the required alignments, grade lines, elevations, and cross sections, including crown and cross slope for each course during construction operations.
- B. Paving shall be performed with machinery equipped with a 40 foot ski attachment for grade control.

3.03 **WEATHER LIMITATIONS:** Asphalt pavement shall be placed on a dry unfrozen surface and only when the air temperature meets the limitation requirements of 401.03 of the Mississippi State Aid Specifications.

3.04 **PAVEMENT THICKNESS**

- A. Lower layers of base course shall not exceed four inches in compacted thickness (plus the allowable tolerance). The top layer shall have a maximum compacted thickness of three inches (plus the allowable tolerance).
- B. The compacted surface, binder, or base course shall have average thicknesses no less than that specified on the plans.

- C. Cores drilled or specimens sawed from the surface course will be used to measure the thickness of the pavement. The same cores will be used to test the density by either ASTM Method of Test D 1188, "Bulk Specific Gravity of Compacted Bituminous Mixtures, Using Paraffin-Coated Specimens", or ASTM Method of Test D 2726, "Bulk Surface Dry Specimens", whichever is applicable.

### 3.05 STANDARDS OF ACCEPTANCE

- A. Density: The density requirement for each completed lift shall conform to Section 401.02.6 of the Mississippi State Aid Specifications. When borderline results are obtained on density tests, it shall be the Contractor's responsibility to furnish and use the appropriate number, type, and size of rollers as necessary to consistently obtain the required density. When the furnished compactive effort does not produce the required density, the Contractor shall make such approved adjustments as necessary to obtain the required density. Pavement samples obtained for determining density and/or correlation of the nuclear density gauge which have a thickness less than three-eighths inch greater than the maximum size aggregate permitted by the job-mix formula will not be used as a representative sample.
- B. Mixture Quality: Tests for mixture quality shall conform to Section 401.02.6 of the Mississippi State Aid Specifications.

### 3.06 SMOOTHNESS TOLERANCE: Smoothness tolerance for each finished lift shall conform to the designated grade and cross section within the tolerances set forth in Section 403.03.2 of Mississippi State Aid Specifications.

### 3.07 PAVEMENT THICKNESS REQUIREMENTS: The compacted surface course shall have a density which complies to the MDOT specifications prepared by the method for the approved asphalt-aggregate mixture as hereinafter specified from a sample taken from a truck delivering mixture to the job site. The laboratory density will be compared with the field density at the location of the same truckload of mixture from which the laboratory specimen was made.

- A. The compacted surface course shall have average thicknesses no less than that specified on the Plans.
- B. Cores drilled or specimens sawed from the surface course will be used to measure the thickness of the pavement. The same cores will be used to test the density by either ASTM Method of Test D 1188, "Bulk Specific Gravity of Compacted Bituminous Mixtures, Using Paraffin-Coated Specimens", or ASTM Method of Test D 2726, "Bulk Surface Dry Specimens", whichever is applicable.

### 3.08 TACK COAT (Required Full Width)

- A. General: This work shall consist of preparing and treating an existing bituminous or concrete surface with bituminous material in accordance with these specifications and in close conformity with the lines shown on the plans or established by the Engineer. A tack coat shall be applied, for the full width of the course to be superimposed on a previously prepared, bonded, and bituminized road surface or base or concrete surface or base. The tack coat may be omitted from a previously primed road when deemed by the Engineer to be unnecessary.

- B. Tack coat is to be applied between each lift or course of asphalt pavement unless otherwise specified by the Engineer.
  - C. A tack coat shall be applied over the base course and shall consist of 0.05 to 0.10 gallons per square yard of bituminous material of the same A.C. grade as specified for the base course mix designs specified in Section 407 of Mississippi State Aid Specifications.
  - D. Tack coat shall not be applied during wet or cold weather, after sunset or to a wet surface and only on as much pavement as can be covered with additional courses in the same day. The surface to receive tack coat shall be prepared in accordance with Section 407.04 of Mississippi State Aid Specifications.
  - E. Separate Payment for tack coat shall not be made. The tack coat shall be an absorbed item.
- 3.09 FINISHED WORK SAMPLES AND PATCHING: The CONTRACTOR shall replace the pavement where a sample has been removed to the satisfaction of the ENGINEER. Any areas of completed pavement that are defective or damaged by subsequent construction, freezing, rainfall, or other weather conditions shall be removed and patched with approved asphalt mixtures laid in accordance with these specifications at no additional cost to the OWNER.
- 3.10 PROTECTION OF PAVEMENT: After final rolling, no vehicular traffic of any kind shall be permitted on the pavement until pavement has cooled and hardened, and in no case, in less than six hours.
- 3.11 FINAL CLEANUP: Remove all debris, rubbish and excess material from the Project Site.
- 3.12 TESTING
- A. The Contractor shall have the certified testing laboratory furnish test reports for applicable properties of each required asphalt mix. The asphalt mixture quality tests shall include an asphalt extraction to determine asphalt content and aggregate gradation, determination of maximum theoretical specific gravity (Rice Method), calculation of laboratory air voids, and determination of Marshall stability and flow properties. One set of asphalt mixture quality tests shall be conducted for each half-day of production. A minimum of five (5) field density tests (cores or nuclear gauge) shall be conducted for each day's production. The test results shall be submitted to the ENGINEER prior to approval of any pay request.
  - B. Results of all testing shall be submitted to the Engineer in triplicate.
  - C. Any prior use testing or certification costs shall be borne by the Contractor. Testing of the plant mix in the laboratory shall be paid for by the Contractor.

#### **PART 4 – COMPENSATION (NOT USED)**

**\*\* END OF SECTION \*\***

## **SECTION 321613**

### **CONCRETE CURBS AND GUTTERS**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION**

- A. This item consists of the construction of curb and combination curb and gutter for new application or replacement of existing areas removed during other construction. The curb or combination curb and gutter shall be constructed of Portland Cement Concrete in accordance with the details, dimensions and typical cross section and to the lines and grades as shown on Plans or established by the Engineer.
- B. RELATED WORK SPECIFIED ELSEWHERE
  - Section 031100 - Concrete Forming
  - Section 031500 - Concrete Accessories
  - Section 032000 - Concrete Reinforcing
  - Section 033000 – Cast-In-Place Concrete

#### **PART 2 - PRODUCTS**

##### **2.01 GENERAL**

- A. Insofar as applicable, all materials shall meet the requirements specified in Section 033000 – Cast-In-Place Concrete. Concrete for this construction shall be Class "B". The water/cement ratio shall in no case exceed the maximum allowed in the design mix.
- B. Expansion joint filler shall be pre-molded bituminous fiber board of the non-extruding resilient type as specified, and shall meet the requirements of the following AASHTO specifications: M-58, M-59, or M-90. Joint sealants will not be required.
- C. Contractor shall submit concrete mix design prior to placement of curb. Concrete mix shall be subject to the following properties:
  - 1. Specified 28-day Compressive Strength: 3,500 psi
  - 2. Maximum Water-Cement Ratio by Weight: 0.45
  - 3. Portland Cement: ASTM C150
  - 4. Aggregate: ASTM C33, 3/4 inch maximum size crushed limestone or #8 pea gravel
  - 5. Water: Potable
  - 6. Slump Limit: 4 inches at point of placement
  - 7. W/C Ratio: 0.45 maximum at point of placement
  - 8. Air Content: 6 percent, +/-1.5

#### **PART 3 - EXECUTION**

### 3.01 SUBGRADE PREPARATION

See Section 033000 – Cast-In-Place Concrete

### 3.02 FORMS

- A. Metal forms and divider plates or templates between the ten (10) foot sections shall be used in all cases unless otherwise specified except that on curves of short radii the Engineer may permit wooden forms for backing flexible material. On normal curves the Contractor shall use flexible steel forms to avoid the effect of broken chords.
- B. Metal forms shall have a flat surface on top for finishing edges of the curbs. All forms shall be securely staked, braced and held firmly against displacement from the required line and shall be sufficiently tight to prevent leakage of mortar.
- C. Metal forms shall be free from rust, grease and old concrete accretions and shall be cleaned after each usage.
- D. Curb and gutter may be placed by a paving machine in a continuous pour operation on straight sections and on sections with radii in excess of 10 feet.

### 3.03 JOINTS

- A. General
  - 1. Divider plates or templates shall be securely set in the forms at ten (10) feet intervals to form a smooth vertical joint. The plates shall be lightly oiled to facilitate removal.
  - 2. All expansion and contraction joints shall be sealed. Joint sealer for expansion and contraction joints shall be a hot-poured rubber asphalt compound with resilient and adhesive properties.
  - 3. The joint seal material shall be heated and installed strictly in accordance with the manufacturer's instructions. The seal, after pouring and cooling, shall be completely waterproof and thoroughly bonded to the concrete with no cracks appearing after expansion and contraction of the concrete slab.
  - 4. The seal material shall meet the requirements of Federal Specification SS-S-164 and subsequent revisions.
- B. Expansion Joints
  - 1. Curb and gutter placed by continuous pour machine may have a maximum space between expansion joints of 60 feet. The spacing shall be adjusted so as to prevent the occurrence of an expansion joint in a driveway.
  - 2. Joint filler shall be preformed and cut to the full cross-section of the curb and gutter and extend full depth without horizontal joints. Any filler protruding after the concrete is finished shall be trimmed off flush.

C. Contraction Joints

1. Curb and gutter contraction joints shall be placed at intervals not to exceed 20 feet, but the spacing shall be adjusted to prevent expansion joint occurring in a driveway.
2. Joints shall be 1/2" thick unless otherwise specified.

3.04 PLACING AND FINISHING CONCRETE

- A. Concrete placements shall conform to Section 609 of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.
- B. The concrete shall be placed on a moist subgrade, deposited to the proper depth, tamped and spaded sufficiently to compact the concrete and to bring the mortar to the surface, after which it shall be finished smooth and even by means of a wood float. Before the concrete is given the final finishing, the surface of the gutter shall be checked with a ten (10) foot straight edge and any irregularities of more than one eighth (1/8) inch in ten (10) feet shall be eliminated.
- C. Concrete curb, gutter or combination curb and gutter shall be constructed true to line, grade and cross section and in uniform sections not to exceed ten (10) feet in length. The lengths of these sections may be reduced where necessary for closures but no section less than six (6) feet will be permitted. The templates shall be set carefully before placing the concrete and allowed to remain in place wherever possible until the concrete has set sufficiently to hold its shape, but shall be removed while the forms are still in place. The forms on the face of all curbs shall be removed as soon as the concrete will hold its shape and the surface shall be floated with a wooden float to a smooth and even finish, but no plastering will be permitted. For gutters, a strike off template, of the form and shape of the gutter, shall be used to shape the top surface of the gutter.
- D. In cases where the curb and gutter is placed in straight sections or in curves with radii of 10 feet or greater, it may be placed by continuous pour curb and gutter machine guided to true line and grade with the use of offset string lines. Concrete curb and gutter placed with continuous pour machines shall be constructed true to line, grade and cross section as shown on the Plans. The concrete used in the construction shall be poured with the desired slump and consistency that will allow the curb and gutter to hold its shape as the continuously moving template form progresses. Concrete found to have excessive slump and lacking in the desired consistency shall be discarded from use in the continuous pour machine.
- E. The edges on the face of the curb shall be rounded with approved finishing tools having the radii shown on the Plans. Edges where templates have been removed or expansion joint material has been placed shall be finished with an edging tool having a radius of not over one quarter (1/4) inch. Exposed surfaces against which some rigid type of construction is to be made shall be left smooth and uniform so as to permit free movement of the curb, gutter, or combination curb and gutter.
- F. All tool marks shall be removed with a wetted brush or wooden float, and the finished surface shall be of uniform color free from discolorations.

3.05 PROTECTION AND CURING

- A. Immediately after finishing the concrete, it shall be protected and cured in accordance with the provisions and requirements of Section 033000, Cast-In-Place Concrete, herein.
- B. A section which is damaged, before final acceptance of the work, shall be removed and reconstructed by the Contractor without extra compensation.

### 3.06 BACKFILLING AND CLEANING UP

- A. After the concrete has set sufficiently as determined by the Engineer, the spaces on the sides of the combination curb and gutter shall be refilled to the required elevation with suitable material, which shall be tamped in layers of not over six (6) inches until firm and solid.
- B. All surplus material shall be disposed of as directed and the entire work left in a neat and presentable condition.

### 3.07 FIELD QUALITY CONTROL DURING CONSTRUCTION

- A. Quality Control Testing During Construction:
  - 1. Perform sampling and testing for field quality control during the placement of concrete, as directed by the Engineer. Sampling & testing shall be performed by a certified technician and laboratory. At a minimum, testing shall consist of:
    - a. Sampling Fresh Concrete: ASTM C 172.
    - b. Slump: ASTM C 143; one test for each set of compressive strength test specimens (minimum of one per day). Maximum Slump = 4"
    - c. Air Content: ASTM C 231; one test for each set of compressive strength test specimens (minimum of one per day).
    - d. Compressive Strength Tests: ASTM C 39; one set of compression cylinders (four per set) for each 30 cubic yards or fraction thereof and for each additional 100 cubic yards thereafter, of each mix design placed in any one day; one specimen tested at three days, one specimen tested at seven days, one specimen tested at 28 days, and one backup specimen.
      - 1) Adjust mix if test results are unsatisfactory and resubmit for ENGINEER'S approval.
      - 2) Concrete which does not meet the strength requirements is subject to rejection and removal from the Work, or to other such corrective measures as directed by the ENGINEER, at the expense of the CONTRACTOR.
    - e. Compression Test Specimens: ASTM C 31; make one set of four standard cylinders for each compressive strength test, unless otherwise directed. Cast, store and cure specimens as specified in ASTM C 31.
    - f. Concrete Temperature: Test hourly when air temperature is 40°F and below, and when 80°F and above; and each time a set of compression test specimens is made.
  - 2. The testing laboratory shall submit certified copies of test results directly to the ENGINEER and the CONTRACTOR within 24 hours after tests are made. Test results must be submitted to the ENGINEER for review prior to approval of any pay request.

## PART 4 – COMPENSATION (NOT USED)

**\* \* END OF SECTION \* \***



## SECTION 329219

### ESTABLISHMENT OF VEGETATION

#### PART 1 - GENERAL

##### 1.01 SCOPE

This section consists of furnishing all labor, supervision, materials, tools, incidentals and equipment, and performing all topsoil tilling, fertilizing, seeding, mulching, watering, and otherwise establishing, protecting, and maintaining seeded areas as required by the Construction Plans and these Specifications.

##### 1.02 RELATED WORK SPECIFIED ELSEWHERE

Section 312333 – Trenching and Backfilling

##### 1.03 Seeding, fertilizing, and mulching is required for all disturbed areas, except in areas where alternate vegetative cover is specified (i.e. sod, weeping lovegrass).

#### PART 2 - PRODUCTS

##### 2.01 SEED

A. Seeds shall be uniform mixtures of the following kinds and properties:

| KIND              | GROUP 1         | GROUP 2         |
|-------------------|-----------------|-----------------|
|                   | Pounds Per Acre | Pounds Per Acre |
| Common Bermuda    | 15              | 15              |
| Bahia             | 40              | 40              |
| Lovegrass         | 15              | --              |
| Sericea Lespedeza | 25              | 25              |
| Winter Rye        | --              | 30              |

When using Group 2 seeding schedule, use unhulled bermuda grass.

Seeds with a minimum pure live seed content of 90 percent shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

## 2.02 FERTILIZER

Fertilizer shall be 13-13-13 commercial grade type, water soluble. Containers shall be kept dry until use.

## 2.03 MULCH

Mulch shall be Class I vegetative material consisting of approved baled straw from cereal grain or common native hay crops in accordance with Section 215 and 715 of the MDOT Standard Specifications. The mulch shall have been cured properly prior to baling and shall be reasonably free of foreign grasses and weeds. All straw material shall be approved by the ENGINEER prior to use.

## 2.04 LIME

Lime shall be ground limestone containing not less than 85% of total carbonates and shall be ground to such fineness that 95% will pass through a No. 8 mesh sieve and 50% will pass through a No. 100 mesh sieve.

## 2.05 LEGUMINOUS INOCULANTS

Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacterium that is adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media as shown on the container.

## 2.06 WATER

Water shall be free from oil, acid, alkali, salt and other substances harmful to growth of grass, and shall be from a source approved prior to use.

# PART 3 – EXECUTION

## 3.01 GENERAL

All areas disturbed during construction shall be seeded, fertilized, and mulched, except for surfaces to be paved or covered with gravel or crushed limestone. Suitable equipment necessary for proper preparation and treatment of the ground surface and for handling and placing all required materials shall be on hand and in good condition and shall be approved by the ENGINEER before the operations are started. The types and amounts of seed to be used will depend on the planting dates and shall be in accordance with the planting schedule. Before fertilizing and seeding, clear all ground surfaces of stones, trash, weeds, construction materials, and other material which could interfere with the seeding, grass growth, and future grass maintenance.

### 3.02 ORDER OF WORK

The order of work operation shall be as follows:

- 1) Ground preparation;
- 2) Applying commercial fertilizer and lime;
- 3) Sowing seed;
- 4) Cleaning up; and
- 5) Mulching.

### 3.03 PROTECTION

The CONTRACTOR shall be responsible for maintaining and protecting seeded, sodded and mulch areas until final acceptance of the project. He shall take every precaution to prevent unnecessary foot and vehicular traffic and shall repair and restore damaged areas immediately without extra compensation.

### 3.04 GROUND PREPARATION

Topsoil can be obtained from on-site or off-site locations. The topsoil used by the CONTRACTOR shall meet all specifications required and shall be approved by the ENGINEER. The topsoil shall be evenly spread on tilled areas to a uniform depth of at least four inches (4") (maximum depth six inches (6")) after compaction. Spreading shall be performed so that turfing can proceed with a minimum of soil preparation or tilling. After pre-planting fertilization is completed, the topsoil shall be compacted by rolling with a culti-packer or by other approved means. Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment. After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least four inches (4") by plowing, disking, harrowing, or other approved operations until the condition of the soil is acceptable. The work shall be performed only during periods when, in the opinion of the ENGINEER, beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactorily conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

### 3.05 APPLICATION OF FERTILIZER AND LIMESTONE

#### A. Fertilizer

Fertilizer shall be distributed uniformly at a rate of 1,000 pounds per acre over areas to be seeded and shall be incorporated into the soil to a depth of at least four inches (4").

#### B. Lime

Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 2,000 pounds per acre, and shall be incorporated into

the soil to depth of at least four inches (4").

### 3.06 SOWING SEED

- A. All seeds shall be as indicated in the planting schedule. No seeding shall be done during windy weather or when the ground is frozen, excessively wet or otherwise in a non-tillable condition. Full use shall be taken of time and weather conditions best suited for seeding and such time of seeding shall be subject to the approval of the ENGINEER. The seed shall be sown uniformly in the specified amounts preferably by approved mechanical seeders and immediately rolled with a culti-packer or other satisfactory equipment; or covered lightly with soil by the use of a garden rake or other approved methods. All seeds shall be planted using strip markers or similar means to insure that succeeding seeded strips shall slightly overlap. Cover the seeded areas specified with a layer of weed-free straw at the rate of 1½ tons per acre. Water the seeding, sodding, and sprigging until satisfactory grass growth has been established, and maintain said area until final project acceptance.
- B. Times of sowing and seed mixtures required are as follows:
  - 1. March 1 to August 31: Use Group 1 only.
  - 2. September 1 to February 28: Use Group 2 only.

### 3.07 FINISHING AND CLEANING UP

After seeding operations and prior to mulching, the surface shall be cleared of all stones or other objects larger than two inches (2") in diameter and of all wire, roots, brush or other objects that may interfere with subsequent mowing operations.

### 3.08 MULCHING

- A. The rate of application of mulching material shall be two (2) tons per acre. Mulching may be performed by hand or mechanical methods. Mulching shall be placed uniformly on designate areas within twenty-four (24) hours after completion of seeding operations. Placement shall begin on the windward side of areas and from tops of slopes. The mulch shall be loose enough in its final position to allow air to circulate but the mulch shall be compact enough in its final position to partially shade the ground and reduce erosion. The mulch shall be anchored by a mulch stabilizer or other approved means. Mulch shall be punched into the soil a minimum depth of one inch. Anchoring shall be performed along the contour of the ground surface.
- B. The use of wet vegetative materials will not be permitted and baled material shall be loose and broken thoroughly before it is placed.

### 3.09 MAINTENANCE

Seeding areas shall be maintained until all work or designate portions thereof have been

completed and accepted. Tall grass and weeds that tend to smother the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired. The CONTRACTOR at his own expense shall reseed, mulch and fertilize as necessary to establish vegetative cover. He shall maintain care of seeded areas for sixty (60) days after completion of treatment of whole project.

### 3.10 REPAIRS TO LAWN AREAS DISTURBED BY CONSTRUCTION OPERATIONS

Lawn areas planted under this Contract and all lawn areas damaged by the Contractor's operation shall be repaired at once by proper topsoil backfill, soil preparation, fertilizing, and reseeding or sodding, in accordance with the following:

- A. Areas damaged by placement of excavated material where existing grass is still living and more than fifty percent (50%) of the existing grass is left in place shall be repaired by filling depressions and scars created by equipment tires, tracks, or scarification teeth with topsoil, application of fertilizer over the entire area at the rates prescribed for other vegetative cover, hand raking soil to a uniform grade, and assure application of water at rates required for sodding until adequate regrowth of grass and coverage has been obtained.
- B. Areas damaged by placement of excavated material where existing grass has died or where fifty percent (50%) or more of the existing grass has been removed shall be repaired by excavating the dead and/or remaining material to a uniform grade, placing topsoil to regrade the area to its original topography upon placement where sod is required, preparing the ground surface as required including fertilizing, placing seed or sod as applicable under the above specifications, placing mulch as required, and watering as required for other vegetative cover.
- C. Areas damaged by other material or equipment storage or movement shall be repaired as applicable for areas described above for excavation storage.

### **PART 4 – COMPENSATION (NOT USED)**

**\* \* END OF SECTION \* \***

## **SECTION 329220**

### **SOLID SODDING**

S-329220.01--Description. This work shall consist of furnishing, transporting, and planting approved grass sod in accordance with the plans and these specifications. This work shall also include plant establishment as specified and required to assure satisfactory growth of the solid sod.

#### **MATERIALS**

S-329220.02--Material Requirements. Unless otherwise specified, solid sod shall be bermuda (common), bahia, or other approved sod species and shall be live, fresh, growing grass with at least one and one-half inches of soil adhering firmly to the roots when placed. The sod shall be reasonably free from obnoxious weeds or other grasses, and shall not contain any matter deleterious to its growth, or which might affect its subsistence or hardness when transplanted. The sod shall be in strips or blocks at least eight inches by eight inches and reasonably free from ragged edges.

All sod shall be harvested from areas where the topsoil is fertile, and the areas shall have been grazed or mowed sufficiently to form a dense turf. After approval, the area from which the solid sod is to be harvested shall be closely mowed and raked, if deemed necessary, to remove excessive top growth and debris.

When specified, the solid sod material shall be the kind specified, nursery grown, healthy, free from damage, and free from obnoxious weeds and grasses. The nursery grown sod shall be in blocks at least eight inches by eight inches by one inch and reasonably free of ragged edges.

All solid sod materials shall be approved by the Engineer prior to transplanting. Fertilizer used in the construction shall be in accordance with S-212.

#### **CONSTRUCTION REQUIREMENTS**

S-329220.03--Construction Details.

S-329220.03.1--Procuring and Handling Sod. Approved sod cutters shall be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling, and planting.

## **SECTION 329220**

### **SOLID SODDING**

The sod shall be transplanted within twenty-four (24) hours after arriving on the project, unless it is stacked in a manner satisfactory to the Engineer. All sod in stacks shall be kept moist and protected from exposure to the wind and sun and from freezing. In no event shall more than three days elapse between the cutting and planting of the sod without approval of the Engineer.

S-329220.03.2--Grading of the Area to Receive Solid Sodding. Prior to ground preparation for solid sodding, all excavating, shaping, and dressing shall have been completed in such a manner that the foundation for the sod has the proper cross section, line, and grade and so that the sod after placement will be flush with or slightly below the adjacent final ground line.

S-329220.03.3--Ground Preparation and Fertilizing. After the area has been graded as required, the specified types and quantities of fertilizers shall be uniformly spread and then incorporated by standard ground preparation in accordance with S-212. The prepared area shall be at an approved moisture content and shall present a smooth, uniform surface with reasonably close conformity to the specified line, grade, and cross section. After approval by the Engineer of the prepared and fertilized area, sodding shall follow immediately.

S-329220.03.4--Planting Sod. The sod shall be placed on the prepared surface with edges in close contact and starting at the lowest point and working upward. Cracks between blocks of sod shall be filled with small pieces of fresh sod, and all cracks too small for sod shall be filled by a light dressing of approved soil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Light rollers, hand tamps, or other approved equipment shall be used for compacting.

On areas which the Engineer deems that the sodding might slide due to the height and slope of the surface or nature of the soil, the sod shall be "pegged" with wooden pegs driven through the sod blocks into firm earth. Pegs shall be at intervals deemed suitable to hold the sod in place.

S-329220.03.5--Limitations. Solid sodding shall be performed only when weather and soil conditions are deemed by the Engineer to be suitable for proper placement.

S-329220.04--Plant Establishment. Plant establishment shall consist of preserving, protecting, replacing, watering, mowing, and other work necessary to keep the sod in a satisfactory condition at all times until final acceptance.

## **SECTION 329220**

### **SOLID SODDING**

A satisfactory growth of solid sodding shall be understood to mean a healthy, living, and growing grass turf which has been planted on an approved prepared foundation and has been maintained in accordance with the requirements of these specifications.







GENERAL NOTES:

1. The location of utilities shown is based on topographic survey information provided by Landarc Consulting Group, Inc., and also field surveys of utility markings and/or information provided by utility company personnel. Their location should be considered as approximate only, and other utilities may exist that are not shown on these drawings. Excavation near utilities shown should be done with caution. Prior to construction operations, the Contractor shall verify the location of existing utilities on the project site, and at the Contractor's expense, shall promptly repair those which are damaged by his construction operations. The Mississippi One-Call Network (1-800-227-5477) should be notified prior to commencing with excavation activities.
2. Specifications for all materials and construction methods for street, driveway, or parking lot construction shall conform to the applicable provisions of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, Latest Edition.
3. The Contractor must have written approval from the City Engineer and/or Project Engineer of record before any change in the design is made.
4. All requirements specified in the technical specifications, the Storm Water Pollution Prevention Plan (SWPPP) and the geotechnical report shall be considered to be included within the Contractor's scope of work for the project, and the Contractor shall be responsible for full compliance therein.
5. The Contractor shall warrant all materials and labor for a period of one (1) year for all work performed by the Contractor and Sub-contractor(s).
6. Contractor shall provide a minimum 24 hour notice to the engineer prior to commencing any construction operations, sampling, or testing.
7. Contractor shall provide all necessary fittings and appurtenances necessary for complete installation of all items whether specifically indicated or not.
8. Any local, state, or federal permitting required for construction shall be the responsibility of the Contractor to obtain.
9. CONSTRUCTION SAFETY IS A PROJECT REQUIREMENT. The Contractor shall be responsible for providing safety equipment and/or methods necessary for the safe prosecution of the work by his personnel and the personnel of any Sub-contractors, as well as providing safe access and site conditions to all elements of the project for the Owner, Engineer and their representatives. Such safety requirement shall meet OSHA guidelines.
10. The Contractor shall assign a competent, experienced, and employed superintendent to be on site at all times during all phases of construction. Work on the project site shall cease if the superintendent is not on site for an extended period of time.
11. It is the responsibility of the Contractor to protect existing structures and utilities that are to remain such as pipes, inlets, paved ditches, gas pipelines, water mains, sewer mains, underground power/fiber, etc. from damage which might occur during construction. The Contractor shall replace or repair, as directed by the Engineer, any structures damaged during the life of the Contract. No payment to Contractor will be made for replacement or repair of damaged items.
12. All existing signs, fences, mailboxes, and other incidental structures located with the project construction limits shall be temporarily removed and reestablished as required by construction activities. Any damaged items shall be replaced at the Contractor's expense.
13. To prevent damage to adjacent properties, Contractor shall properly establish the project boundaries of the subject property site prior to any construction activities within the subject property. The Contractor shall not enter upon or cause damage to adjacent properties without written permission from adjacent property owner(s).
14. Contractor shall seed, fertilize, and mulch all areas (not proposed as paved or under roof) disturbed by construction activities and insure a complete stand of grass. Apply per seasonal limitations. Any residential lawns disturbed shall have existing grades re-established and solid sod replaced to match that of surrounding grass.
15. The Contractor shall be responsible for completing all sampling and testing of materials incorporated into the project and for submission of same to the Engineer for review. All phases of testing, including but not limited to sampling, transporting, and testing of materials, must be performed by a certified testing laboratory. Prior use test results, manufacturer's certificates, or proposed mix designs shall be submitted to the Engineer for review before incorporation into the project. This shall include embankment, back fill, seed, and all other items specified by the Engineer. Quality control/testing shall be the responsibility of the Contractor.
16. Construction staking shall be provided by the Contractor.
17. Contractor shall provide proper traffic control (signs, barricades, flagmen, etc.) when working within highway or county right-of-way. Appropriate personnel shall be notified at least 48 hours prior to commencing any construction operations within highway right-of-way. All traffic control materials and procedures shall be in full compliance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). Contractor shall also ensure that access to existing residences and businesses is maintained during all phases of construction, and shall be responsible for all related coordination.
18. Material submittals shall be made to the Owner through the Engineer prior to use, for approval. All materials shall be new; used materials shall not be installed.
19. The Contractor is required to remove all spoil material on a daily basis.
20. The Contractor is responsible for coordinating with existing residences or businesses regarding temporary interruption of access and/or utility service, if required, and shall sequence construction operations as necessary to ensure that said interruption of access and/or utility service is kept to a minimum.
21. The Contractor is responsible for coordinating with the power company regarding establishment of temporary and permanent power, and shall include all required connection and meter fees in their bid.
22. No construction activities shall commence until all approvals and permits have been obtained from governing authorities, including but not limited to those required by the City, County, MS Department of Health, MS Department of Environmental Quality, Mississippi Department of Transportation (MDOT), Corps of Engineers, Utility Associations). Any work performed prior to obtaining said permits and approvals shall occur at the risk of the Contractor and/or Owner.
23. Contractor shall provide minimum 48 hours to City personnel prior to performing any working within public road right-of-way.
24. All costs associated with dewatering (if required) shall be absorbed by the Contractor. Contractor shall employ dewatering methods as required for complete installation of storm drainage and utilities. Prior to bid, it is the Contractor's responsibility to consult the geotechnical report and make site visits necessary in order to determine costs required for dewatering effort.
25. At project completion, the Contractor shall provide as-built "markup" drawings to the Engineer, based on field measurements, that accurately show the location of all subsurface utility and drainage improvements (i.e. roof drain/downspout collection, water mains/service lines, sewer service lines, sewer force mains, irrigation, power, communication, gas, etc.).
26. Existing conditions and topography shown on these construction drawings are representative of conditions on June 3, 2022, and may not be representative of existing conditions as of the date of these drawings. Prior to execution of a contract, the Contractor is responsible for visiting the site to determine the scope of work.

DEMOLITION NOTES:

1. Prior to demolition operations, the Contractor shall coordinate with the Owner regarding materials or equipment to be salvaged by the Owner.
2. Prior to demolition operations, the Contractor shall coordinate with adjacent property owner(s) regarding removal of items near common property lines that are designated to be removed.
3. The Contractor shall remove and dispose of all existing buildings and foundations, structures, utilities, fences, and other obstructions within the property limits, except for utilities for which provisions have been made for removal outside of this contract, and except those which are specifically designated on these drawings to remain. Other structures, obstructions, and utilities not shown on these drawings may require removal. The Contractor is responsible for visiting the site to determine the required scope of demolition work.
4. All removed material from demolition operations (except for those items to be salvaged by the Owner) and removed cleared and grubbed rubbish shall be become the property of the Contractor and shall be disposed of off-site in a responsible manner. The Contractor shall be responsible for determining location of off-site disposal. On-site burying of said material and rubbish is not permitted.
5. The Contractor shall be responsible for coordinating with utility companies regarding removal and abandonment of existing utilities within the project construction limits, and shall coordinate any adjustments required to prevent or minimize interruption of service or damage to existing underground utilities.
6. The Contractor is responsible for adhering to all federal, state, and local regulations regarding the removal and disposal of hazardous materials or materials that pose environmental risks (i.e. asbestos, septic tanks, propane, butane, etc.).
7. Voids created by the removal of posts, concrete anchors, footings, storm drainage and utility pipes, etc. shall be backfilled and tamped in accordance with the specifications.
8. On-site burning of cleared and grubbed rubbish shall not be permitted. All cleared and grubbed rubbish will be disposed of off-site by the Contractor in a responsible manner.
9. The Contractor shall coordinate with Landarc Consulting Group, Inc., (contact Tom Eaves at 601.606.0089) regarding tree removal. All trees to be removed shall be marked by Landarc Consulting Group, Inc.

SITE PLAN NOTES:

1. Total area of subject property = 34.26 acres.
2. Property is currently Zoned R-1A and located in Ward 3, City of Hattiesburg (Parcel ID 126528, PPIN 26528).
3. Subject property is located in Flood Zone "X" as per Flood Insurance Rate Map (FIRM) Number 28035C0104E, effective date November 19, 2021. Flood Zone "X" is designated on said FIRM as "areas determined to be outside the 0.2% annual chance floodplain.
4. Address of Subject Property: 309 Crestmont Avenue, Hattiesburg, MS 39401
5. The scope of these drawings is limited to the design of off-site drainage improvements only, which includes the installation of curb and gutter along the west side of Crestmont Avenue. Refer to drawings by Landarc Consulting Group for tree removal, and layout and design of the proposed parking lot and recreational park.

ABBREVIATIONS

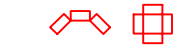
|       |                         |      |                          |        |                               |
|-------|-------------------------|------|--------------------------|--------|-------------------------------|
| AC    | ACRES                   | F.G. | FINISHED GROUND          | PM     | PLAN MEASURE                  |
| AEA   | AVERAGE END AREA        | FL   | FLOW LINE                | PMH    | PROPOSED MANHOLE              |
| AH    | ABSORBED HAUL           | FM   | FINAL MEASURE            | POB    | POINT OF BEGINNING            |
| APR   | AS PER RECORD           | FME  | FINAL MEASURE EMBANKMENT | POC    | POINT OF COMMENCEMENT         |
| APS   | AS PER SURVEY           | GA   | GAUGE                    | PRC    | POINT OF REVERSE CURVATURE    |
| BC-1  | BRANCH CONNECTION       | GP   | GROUP                    | PROP.  | PROPOSED                      |
| C.B.  | CHORD BEARING           | H.D. | HEAVY DUTY               | PT     | POINT OF TANGENCY             |
| C.L.  | CHORD LENGTH            | HP   | HIGH POINT               | R      | CURVE RADIUS                  |
| CL    | CLASS                   | HYD  | HYDRANT                  | R.D.   | ROOF DRAIN                    |
| CMP   | CORRUGATED METAL PIPE   | INV. | INVERT                   | R.O.W. | RIGHT-OF-WAY                  |
| CONT. | CONTINUOUS              | IPF  | IRON PIN FOUND           | RCAP   | REINFORCED CONCRETE ARCH PIPE |
| CP    | CONTROL POINT           | IPS  | IRON PIN SET             | RCP    | REINFORCED CONCRETE PIPE      |
| CPP   | CORRUGATED PLASTIC PIPE | L    | CURVE LENGTH             | REQ'D  | REQUIRED                      |
| CY    | CUBIC YARDS             | LB   | POUNDS                   | RT     | RIGHT                         |
| DS    | DOWNSTREAM              | LF   | LINEAR FEET              | SF     | SQUARE FOOT                   |
| E     | EASTING                 | LP   | LOW POINT                | STA.   | STATION                       |
| E.W.  | EACH WAY                | LS   | LUMP SUM                 | SY     | SQUARE YARD                   |
| EA    | EACH                    | LT   | LEFT                     | TEMP.  | TEMPORARY                     |
| E.G.  | EXISTING GROUND         | MPF  | METAL PIPE FOUND         | T.O.C. | TOP OF CURB                   |
| ELEV. | ELEVATION               | N    | NORTHING                 | TYP.   | TYPICAL                       |
| EMH   | EXISTING MANHOLE        | O.A. | ON CENTER                | U.G.   | UNDERGROUND                   |
| EX    | EXISTING                | OS   | OFFSET                   | US     | UPSTREAM                      |
| F.B.  | FLAT BOTTOM             | PC   | POINT OF CURVATURE       | V.C.   | VERTICAL CURVE                |
| FCM   | FOUND CONCRETE MARKER   | PC-1 | PIPE COLLAR              | VF     | VERTICAL FOOT                 |
| FES   | FLARED END SECTION      | PKF  | PINE KNOT FOUND          | VV     | WATER VALVE                   |

GRADING AND DRAINAGE NOTES:

1. All available topsoil within the construction limits shall be stripped, stockpiled in a designated area to be approved by the Engineer, and replaced on slopes or as directed by the Engineer. Upon completion of grading, the Contractor shall place a sufficient quantity of topsoil (4" minimum) to insure grass growth on the designated area. Topsoil shall be used to achieve final grades on roadway slopes and on slopes outside of paving limits. Any excess topsoil shall remain stockpiled for future use by the Owner.
2. At the expense of the Contractor, the Contractor shall maintain existing drainage patterns and construct temporary structures, embankments, and culverts as required to maintain the drainage system and capacity in the work area. Any and all temporary structures, embankments, and culverts constructed during the progress of work shall be removed and the area restored to its original condition.
3. The Contractor shall furnish, place, and maintain all sheeting, shoring, and bracing required to support the sides of the required trench excavations. The Contractor shall be responsible for the sufficiency of any such supports to prevent any movement which can in any way damage or delay the work; endanger or cause damage to adjacent pavements, buildings, or other structures; or create undue hazards to workmen.
4. Topographic information is based on survey information provided by Landarc Consulting Group, and are a general representation of existing ground topography prior to demolition operations and tree removal.
5. A geotechnical report for the project site was not available as of the date of these drawings. It is strongly recommended that geotechnical report be prepared by a geotechnical engineer that would provide recommendations for site preparation and for pavement structure. In addition, a geotechnical report would reveal abnormal site conditions (should they exist) that would require site preparation effort beyond what is normally expected (i.e. due to unsuitable material, high groundwater table, etc.), and would allow bidders to include this work in their bid. It is highly recommended that a geotechnical engineer or representative of be present during construction for quality control purposes. Quality control/testing shall be the responsibility of the Contractor.
6. Structural design of retaining walls, including backfill and drainage requirements, is not included within the scope of these construction drawings. Structural design of retaining walls shall be provided by the Contractor, and the Contractor is responsible for coordinating with the Owner and Landscape Architect regarding colors, block styles, etc. Retaining wall design shall be performed by a Professional Engineer registered in the State of Mississippi.
7. See sheet C4.1 for bedding requirements for High Performance (HP) storm drainage pipe.
8. With the exception of curb inlet tops, drainage structures may be pre-cast or cast-in-place. Brick or block inlets are not allowed. Curb inlet or grate inlet tops shall conform to the longitudinal top of curb grade and must be cast-in-place. Precast curb inlet tops are not permitted. For curb inlets on longitudinal grade, precast tops are not permitted. Curb inlet top elevations shown are referenced to the top of curb elevation at the center of the curb inlet box. Where located adjacent to curb and gutter, grate inlet tops shall be set equal to flowline elevation of gutter.
9. All sizes of flared end sections may be furnished with either bell and spigot or tongue and groove joints.
10. The Contractor shall verify location, size, and invert elevation of existing storm drainage pipes, structures, and ditches prior to commencing connection operations. The Contractor shall provide necessary adjustments to new storm drainage lines as necessary to allow for connection and installation.
11. Any accumulated sediment inside new or existing storm drain lines within project construction limits shall be flushed prior to completion of project.
12. No slopes shall be constructed steeper than 3:1, unless specifically noted on drawings.
13. Unsuitable material (i.e. expansive clay, high moisture content) incapable of achieving compaction requirements shall not be used to backfill storm drainage trenches.
14. The Contractor is responsible for field-verifying existing invert elevations or existing ground elevations prior to connecting to existing drainage structures, existing drainage pipes, or existing ground.

EROSION CONTROL NOTES:

1. Contractor is responsible for full compliance with the Storm Water Pollution Prevention Plan (SWPPP) for the project, and for following all local, state, and federal storm water regulations. The Contractor is responsible for installing erosion control measures shown on plans, as well as any additional erosion control measures required to prevent off-site sediment discharge. A copy of the SWPPP is to remain on site at all times. All requirements specified in the SWPPP shall be included in the Contractor's scope of work under contract for the project.
2. Erosion control measures shall be installed before any ground disturbance, and must be maintained throughout the lifetime of the project. All temporary controls shall be removed once permanent stabilization is achieved, except for those controls specifically noted on drawings to remain.
3. Additional erosion and sediment controls may be required to prevent sediment from leaving site. These can be found in the latest version of the "Planning and Design Manual for the Control of Erosion, Sediment, and Storm Water" available from MDEQ.
4. The construction entrance shall be 1.5 inch to 3.5 inch coarse aggregate, 25 feet wide, a minimum of 50 feet long, and a minimum of 5 inches thick laid on top of filter fabric. If needed, a vehicle washing rack shall be included. No vehicle tracking on existing pavements is allowed.
5. All roadways are to be swept free of sediment and debris daily and at substantial completion of project. Dust control shall be implemented as required.
6. The site is to be cleaned daily for debris and accumulated sediment that may enter the roadway ditches or storm drainage system.
7. When capacity of structural controls (i.e. silt fence, hay bales, wattles, sediment basins if applicable, etc.) has been reduced by 50%, remove sediment, regrade, and establish vegetative cover according to seasonal limitations. Sediment should be removed from structural controls when it reaches one-third (1/3) to one-half (1/2) of the height of the control.
8. All controls shall be inspected prior to any storm events, after all events significant enough to produce a discharge, and at least once every 7 days. If there are problems repairs shall be done within 7 days of discovery.
9. Any disturbed areas that will be left undisturbed for 14 or more days shall be seeded and mulched immediately after time of final disturbance.
10. Final stabilization is to be achieved by establishing a complete stand of grass as per engineering recommendations and according to seasonal limitations. The applicable method(s) of vegetation shall be implemented immediately after time of final disturbance.



TEMPORARY HAY BALES



PROP. REMOTE FIRE DEPT. CONNECTION



PROP. FIRE HYDRANT WITH VALVE



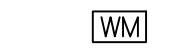
PROP. GATE VALVE



EX. FIRE HYDRANT



EX. GATE VALVE



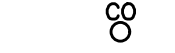
EX. WATER METER



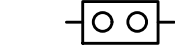
PROP. PUMP STATION & VALVE PIT



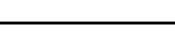
PROP. SEWER MANHOLE



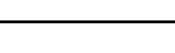
PROP. SEWER CLEAN-OUT



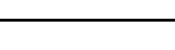
PROP. GREASE TRAP



PROP. DOMESTIC WATER SERVICE



PROP. FIRE PROTECTION SERVICE



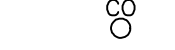
PROP. SEWER SERVICE



EX. PUMP STATION WITH VALVE PIT



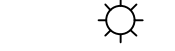
EX. SEWER MANHOLE



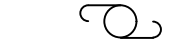
EX. SEWER CLEAN-OUT



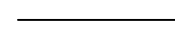
PROP. LIGHT POLE



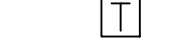
EX. LIGHT POLE



EX. UTILITY POLE



EX. GUY WIRE



EX. POWER TRANSFORMER



PROP. HEAVY-DUTY GRATE INLET



PROP. LIGHT-DUTY YARD INLET



PROP. JUNCTION BOX



PROP. CURB INLET WITH EXTENSION



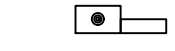
EX. HEAVY-DUTY GRATE INLET



EX. LIGHT-DUTY YARD INLET



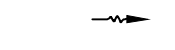
EX. JUNCTION BOX



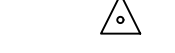
EX. CURB INLET WITH EXTENSION



FINISHED GRADE SPOT ELEVATION



DIRECTION OF SURFACE FLOW



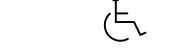
HORIZONTAL/VERTICAL CONTROL POINT



BURIED FIBER OPTIC MARKER



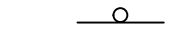
BENCHMARK



HANDICAP



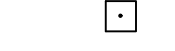
TRAFFIC ARROW



ROADWAY SIGN



BORE HOLE



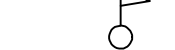
CONCRETE RIGHT-OF-WAY MARKER



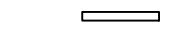
PROPERTY CORNER



HVAC UNIT



FLAG POLE

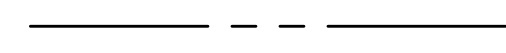


WHEEL STOP

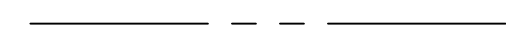
LEGEND



SUBJECT PROPERTY BOUNDARY



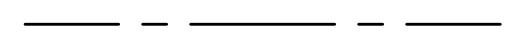
PROP. RIGHT-OF-WAY OR EASEMENT



EX. RIGHT-OF-WAY OR EASEMENT



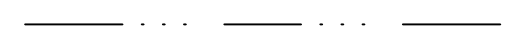
PUBLIC LAND SYSTEM (40/SECTION) LINES



PROP. CENTERLINE



PROP. TEMPORARY SILT FENCE



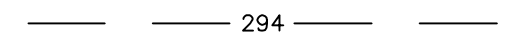
CENTERLINE OF DITCH OR SWALE



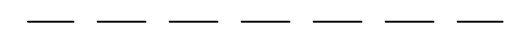
PROP. CONTOUR



EX. MAJOR TOPOGRAPHIC CONTOUR



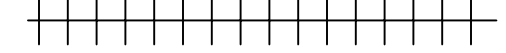
EX. MINOR TOPOGRAPHIC CONTOUR



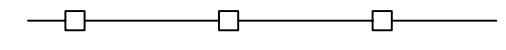
PROP. SETBACKS



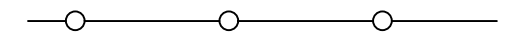
PROP. CONSTRUCTION LIMITS



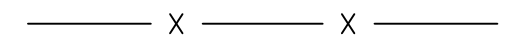
RAILROAD TRACKS



WOOD FENCE



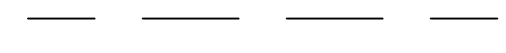
EX. CHAIN LINK FENCE



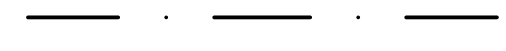
EX. BARBED-WIRE FENCE



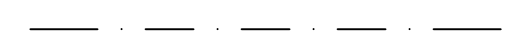
EX. TREE LINE



EX. EDGE OF PAVEMENT



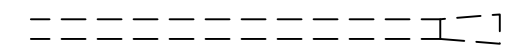
EX. 100 YEAR FLOODPLAIN BOUNDARY (PLOTTED FROM FIRM)



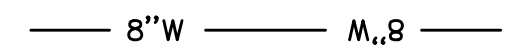
PROP. ROADWAY DAYLIGHT LINE



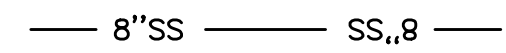
PROP. STORM DRAINAGE PIPE WITH F.E.S.



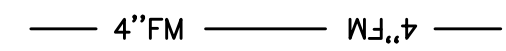
EX. STORM DRAINAGE PIPE WITH F.E.S.



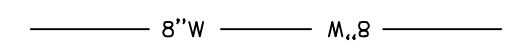
PROP. WATER LINE (WITH SIZE)



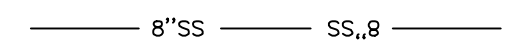
PROP. GRAVITY SEWER MAIN (WITH SIZE)



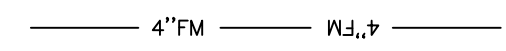
PROP. FORCE MAIN (WITH SIZE)



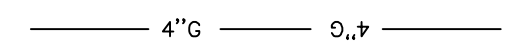
EX. WATER MAIN (WITH SIZE)



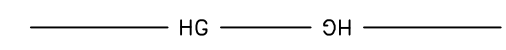
EX. GRAVITY SEWER MAIN (WITH SIZE)



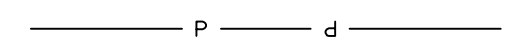
EX. SEWER FORCE FORCE MAIN (WITH SIZE)



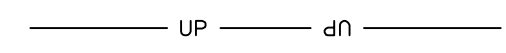
EX. GAS LINE (WITH SIZE)



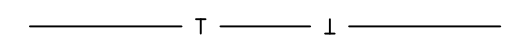
EX. HIGH PRESSURE GAS LINE



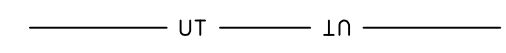
EX. OVERHEAD POWER LINE



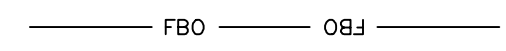
EX. UNDERGROUND POWER LINE



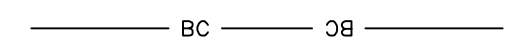
EX. OVERHEAD TELEPHONE



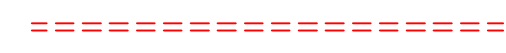
EX. UNDERGROUND TELEPHONE LINE



EX. UNDERGROUND FIBER OPTIC LINE



EX. BURIED CABLE (UNKNOWN)



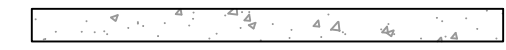
PROP. IRRIGATION SLEEVE



HEAVY DUTY PAVEMENT



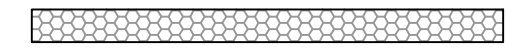
LANDSCAPED SURFACE



CONCRETE SURFACE



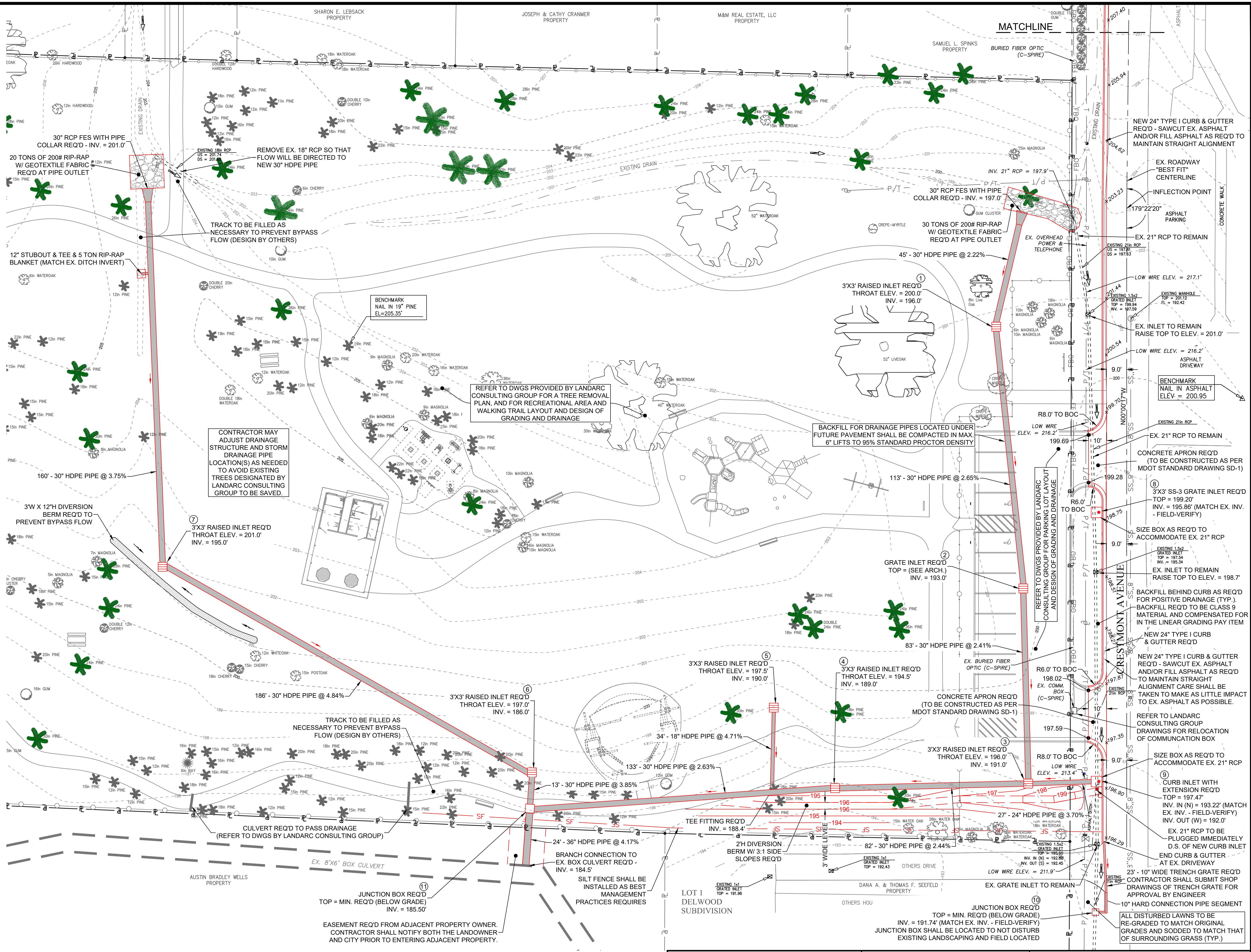
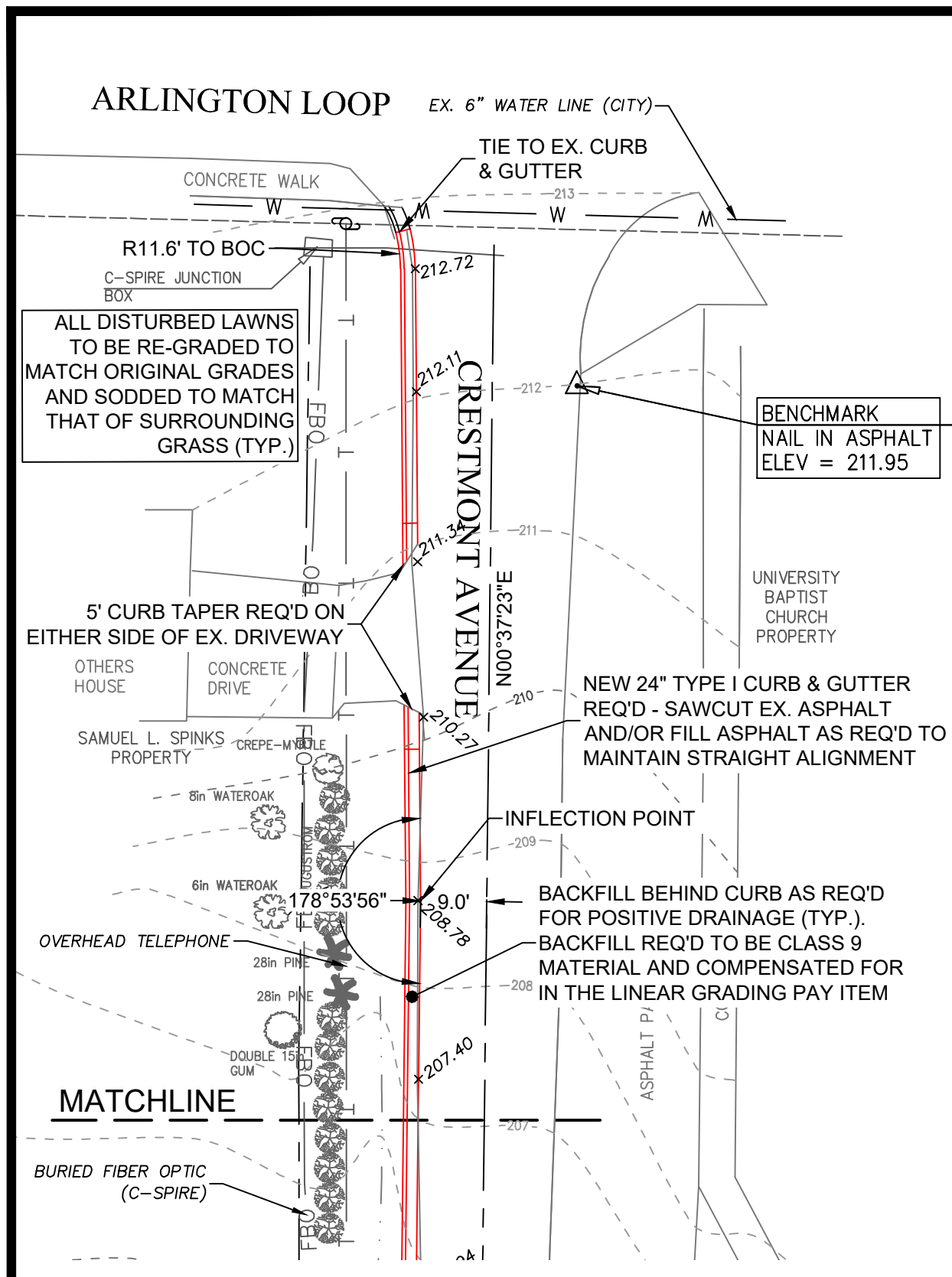
RIP-RAP SURFACE



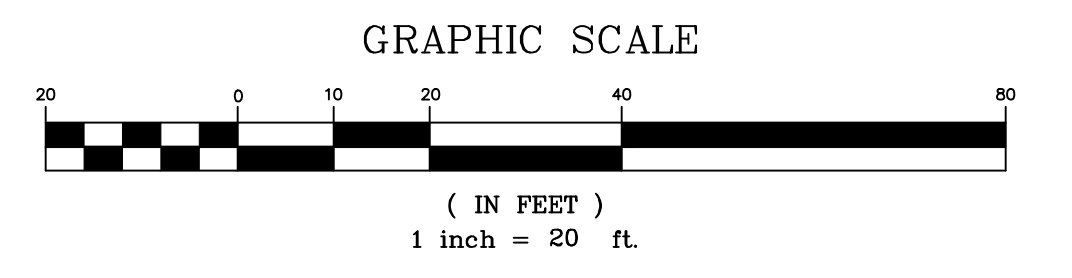
FLEXAMAT SURFACE

| REVISIONS |         |                      |     | <div><br/>CONSULTING ENGINEERS, P.A.<br/>6652 US Highway 98   Hattiesburg, MS 39402<br/>t 601.261.2609   f 601.261.5573   clearpointengineers.com</div> | Notes, Legend, and Abbreviations                               |                 |                       |                  |
|-----------|---------|----------------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------|-----------------------|------------------|
| NO.       | DATE    | DESCRIPTION          | BY  |                                                                                                                                                                                                                                              | Drainage Improvements<br>Midtown Green Park<br>Hattiesburg, MS |                 | SHEET NO.<br><br>C2.1 |                  |
| 1         | 6/23/22 | Review Set to City   | MSW |                                                                                                                                                                                                                                              |                                                                |                 |                       |                  |
| 2         | 7/07/22 | Sealed Plans to City | FJD |                                                                                                                                                                                                                                              |                                                                |                 |                       |                  |
|           |         |                      |     |                                                                                                                                                                                                                                              |                                                                |                 |                       |                  |
|           |         |                      |     | PROJ. NO.: 91062001                                                                                                                                                                                                                          | DRAWN BY: MSW                                                  | CHECKED BY: JCA | SCALE: NONE           | DATE: JUNE, 2022 |





- NOTES:**
1. PROPOSED DRAINAGE IMPROVEMENTS INCLUDED UNDER THIS COVER ARE SHOWN IN RED.
  2. THE SCOPE OF THESE DRAWINGS IS LIMITED TO THE DESIGN OF OFF-SITE DRAINAGE IMPROVEMENTS ONLY, WHICH INCLUDES THE INSTALLATION OF CURB AND GUTTER ALONG THE WEST SIDE OF CRESTMONT AVENUE. REFER TO DRAWINGS BY LANDARC CONSULTING GROUP FOR TREE REMOVAL, AND LAYOUT AND DESIGN OF THE PROPOSED PARKING LOT AND RECREATIONAL PARK.
  3. BEDDING MATERIAL IS REQUIRED FOR ALL HDPE STORM DRAINAGE PIPE. REFER TO SHEET 4.1 FOR DETAILS. COST IS TO BE ABSORBED WITH UNIT PRICE FOR PIPE PER LINEAR FOOT.
  4. ALL AREAS ON ADJACENT PROPERTY THAT ARE DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO ORIGINAL CONDITION. ORIGINAL GRADING PATTERNS SHALL BE RESTORED AND THE DISTURBED AREA SHALL BE SODDED TO MATCH THE SURROUNDING GRASS.



| REVISIONS |         |                      |     |
|-----------|---------|----------------------|-----|
| NO.       | DATE    | DESCRIPTION          | BY  |
| 1         | 6/23/22 | Review Set to City   | MSW |
| 2         | 7/07/22 | Sealed Plans to City | FJD |
|           |         |                      |     |
|           |         |                      |     |
|           |         |                      |     |

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**Layout of Drainage Improvements**

**Drainage Improvements**  
**Midtown Green Park**  
**Hattiesburg, MS**

SHEET NO.  
**C3.1**

PROJ. NO.: 91062001 DRAWN BY: MSW CHECKED BY: JCA SCALE: 1" = 20' DATE: JUNE, 2022

Drawing Location: J:\SDR\PROJ\91062001\DWG\91062001\_C3.1.dwg



A) Refer to ASTM D2321 / CSA B182.11/BNQ 2560 for more complete soil descriptions.

B) Class I materials allow for a broader range of fines than previous versions of D2321 / B182.11. When specifying class I material for infiltration systems, the engineering shall include a requirement for an acceptable level of fines.

C) All particle faces shall be fractured.

D) Assumes less than 25% passes the 3/8" sieve.

E) D2321 materials require a geotechnical evaluation prior to use and should only be used as backfill under the guidance of a qualified engineer.

F) Uniform fine sands (SP) with more than 50% passing a 100 sieve behave like silts and should be treated as Class III soils if allowed.

G) Class V materials shall not be permitted as bedding and backfill material.

A cross-sectional diagram of a trench installation. The trench is filled with layers from top to bottom: Final Backfill (hatched), Initial Backfill (stippled), Haunch (stippled), Bedding (stippled), and Suitable Foundation (hatched). A circular pipe is centered in the trench. A horizontal line labeled 'SPRINGLINE' passes through the center of the pipe. Dimensions include: 'MIN. COVER TO RIGID PAVEMENT, H' (top left), 'MIN. COVER TO FLEXIBLE PAVEMENT, H' (top right), 'MIN TRENCH WIDTH (SEE TABLE)' (bottom), and a note on the left: 'FOR 12"-24" PIPE' and 'FOR 30"-60" PIPE' with arrows pointing to the pipe diameter.

1. ALL PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS". LATEST ADDITION, WITH THE EXCEPTION THAT THE INITIAL BACKFILL MAY EXTEND TO THE CROWN OF THE PIPE. SOIL CLASSIFICATIONS ARE PER THE LATEST VERSION OF ASTM D2321. CLASS I/IV MATERIALS (MH, CH) AS DEFINED IN PREVIOUS VERSIONS OF ASTM D2321 ARE NOT APPROPRIATE BACKFILL MATERIALS.

2. MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL, WHEN REQUIRED.

3. **FOUNDATION:** WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER. AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.

4. **BEDDING:** SUITABLE MATERIAL SHALL BE CLASS I, II, III, OR IV. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. COMPACTION SHALL BE SPECIFIED BY THE ENGINEER IN ACCORDANCE WITH TABLE 3 FOR THE APPLICABLE FILL HEIGHTS LISTED. UNLESS OTHERWISE NOTED BY THE ENGINEER, MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 12"-24" (300mm-600mm) DIAMETER PIPE; 6" (150mm) FOR 30"-60" (750mm-900mm) DIAMETER PIPE. THE MIDDLE 1/3 BENEATH THE PIPE INVERT SHALL BE LOOSELY PLACED. PLEASE NOTE, CLASS IV MATERIAL HAS LIMITED APPLICATION AND CAN BE DIFFICULT TO PLACE AND COMPACT; USE ONLY WITH THE APPROVAL OF A SOIL EXPERT.

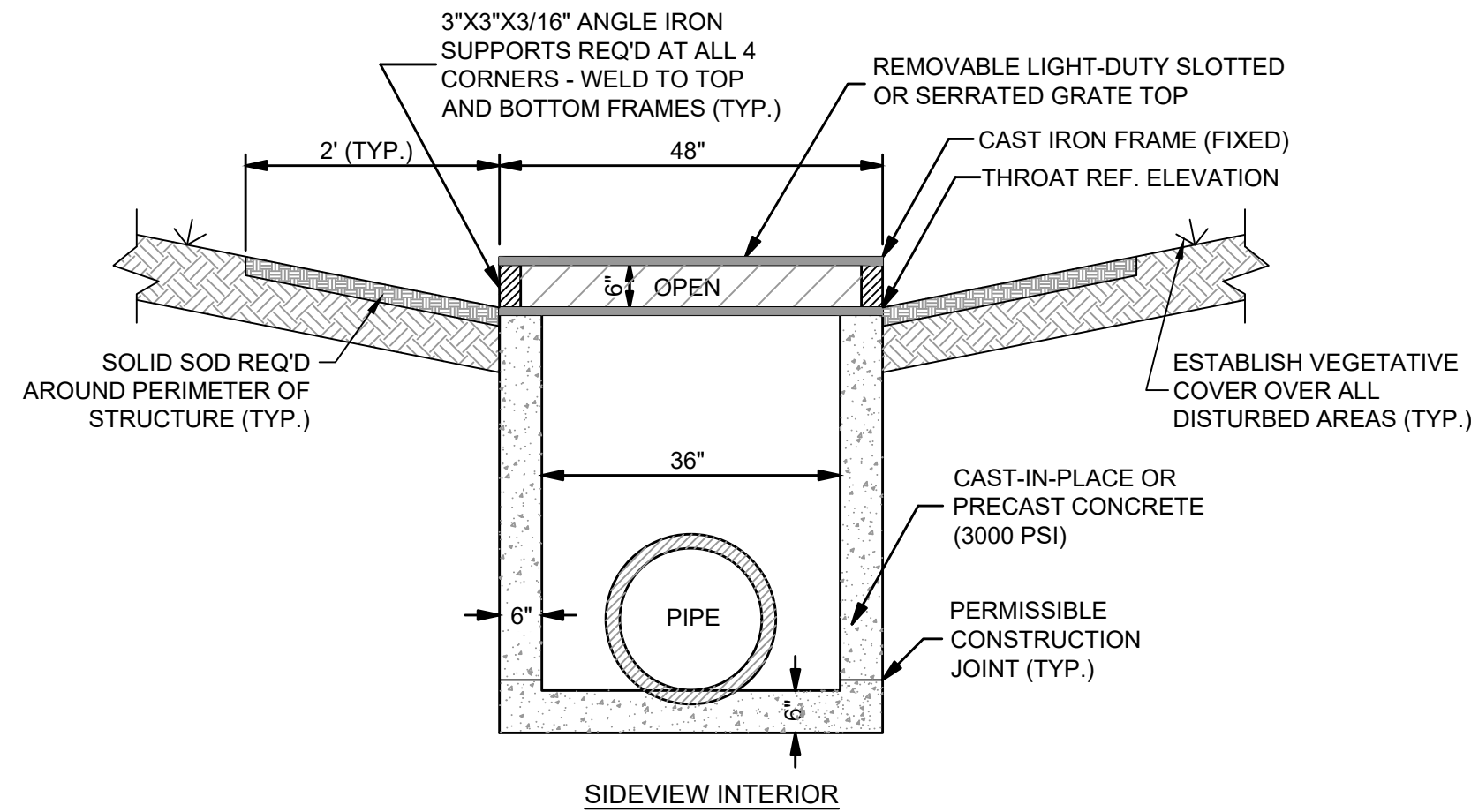
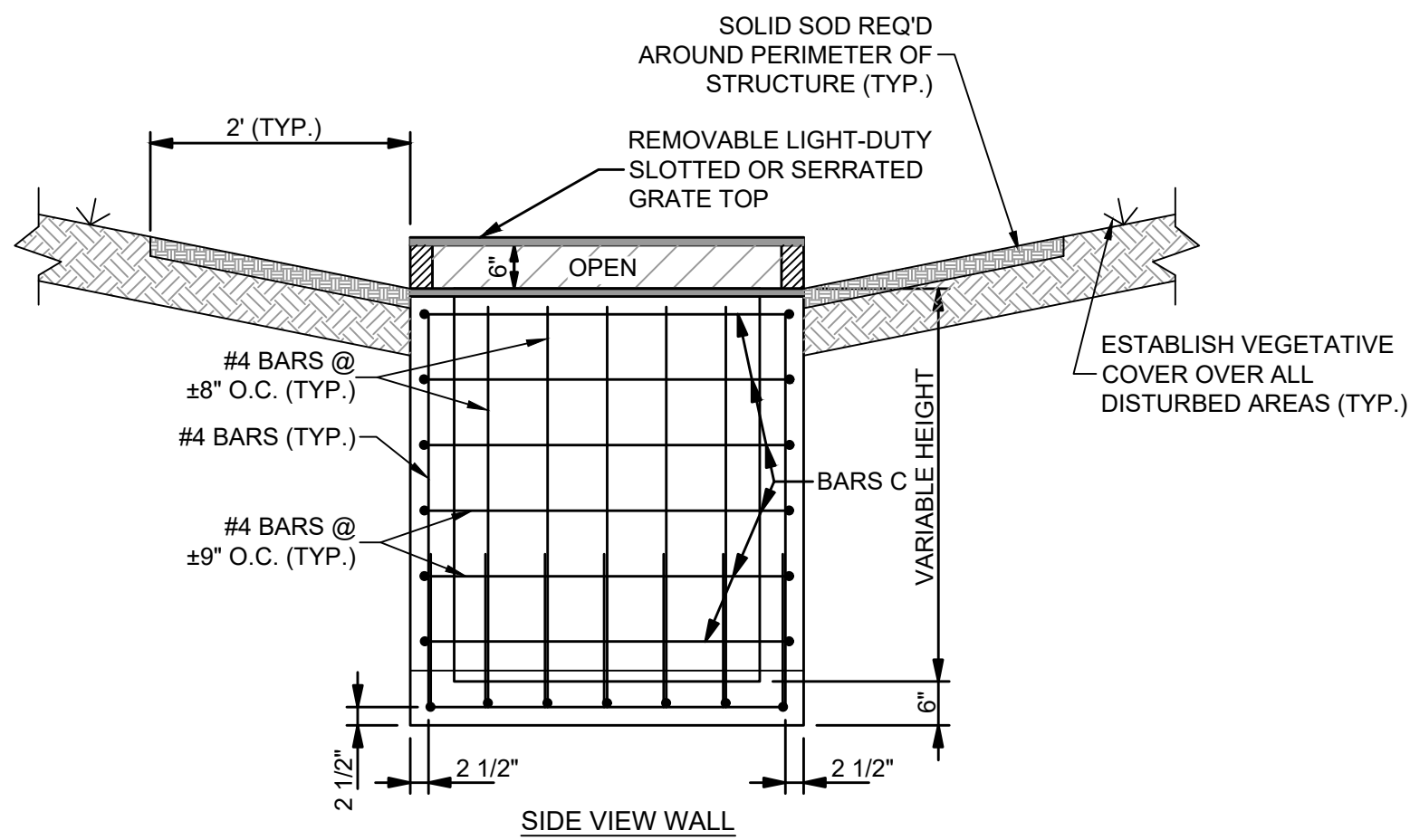
5. **INITIAL BACKFILL:** SUITABLE MATERIAL SHALL BE CLASS I, II, III, OR IV IN THE PIPE ZONE EXTENDING TO THE CROWN OF THE PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION. COMPACTION SHALL BE SPECIFIED BY THE ENGINEER IN ACCORDANCE WITH TABLE 3 FOR THE APPLICABLE FILL HEIGHTS LISTED. PLEASE NOTE, CLASS IV MATERIAL HAS LIMITED APPLICATION AND CAN BE DIFFICULT TO PLACE AND COMPACT; USE ONLY WITH THE APPROVAL OF A SOIL EXPERT.

6. **MINIMUM COVER:** MINIMUM COVER, H, IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" (300mm) FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOoding. FOR TRAFFIC APPLICATIONS, CLASS I OR II MATERIAL COMPACTED TO 85% SPD AND CLASS III COMPACTED TO 90% SPD IS REQUIRED. FOR TRAFFIC APPLICATIONS, MINIMUM COVER, H, IS 12" (300mm) UP TO 48" (1200mm) DIAMETER PIPE AND 24" (600mm) OF COVER FOR 60" (1500mm) DIAMETER PIPE. MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT.

Figure 1 is an elevation view of the test specimen. The specimen is a concrete slab with a width of 24 inches and a height of 12 inches. It features a top edge profile with a 1/4 inch radius fillet, a 5 inch horizontal segment, a 1 inch horizontal segment, and a 2 inch radius fillet. A 1 inch vertical segment is shown on the right side. The material is labeled as 3000 PSI CONCRETE.

### TYPE I CURB & GUTTER DETAIL

NOTE:  
EXPANSION JOINTS AND CONTROL JOINTS ARE  
REQUIRED TRANSVERSE TO THE EDGE OF PAVEMENT  
EVERY 60 FEET AND 20 FEET, RESPECTIVELY.



## FOUR-WAY DROP INLET DETAILS

| PIPE DIAM.   | MIN TRENCH WIDTH |
|--------------|------------------|
| 12" (300mm)  | 30" (750mm)      |
| 15" (375mm)  | 34" (860mm)      |
| 18" (450mm)  | 39" (990mm)      |
| 24" (600mm)  | 48" (1200mm)     |
| 30" (750mm)  | 56" (1420mm)     |
| 36" (900mm)  | 64" (1620mm)     |
| 42" (1050mm) | 72" (1830mm)     |
| 48" (1200mm) | 80" (2030mm)     |
| 60" (1500mm) | 96" (2440mm)     |

|                               | SURFACE LIVE LOADING CONDITION |                                         |
|-------------------------------|--------------------------------|-----------------------------------------|
| PIPE DIAM.                    | H-25                           | HEAVY CONSTRUCTION<br>(75T AXLE LOAD) * |
| 12" - 48"<br>(300mm - 1200mm) | 12" (300mm)                    | 48" (1200mm)                            |
| 60" (1500mm)                  | 24" (600mm)                    | 60" (1500mm)                            |

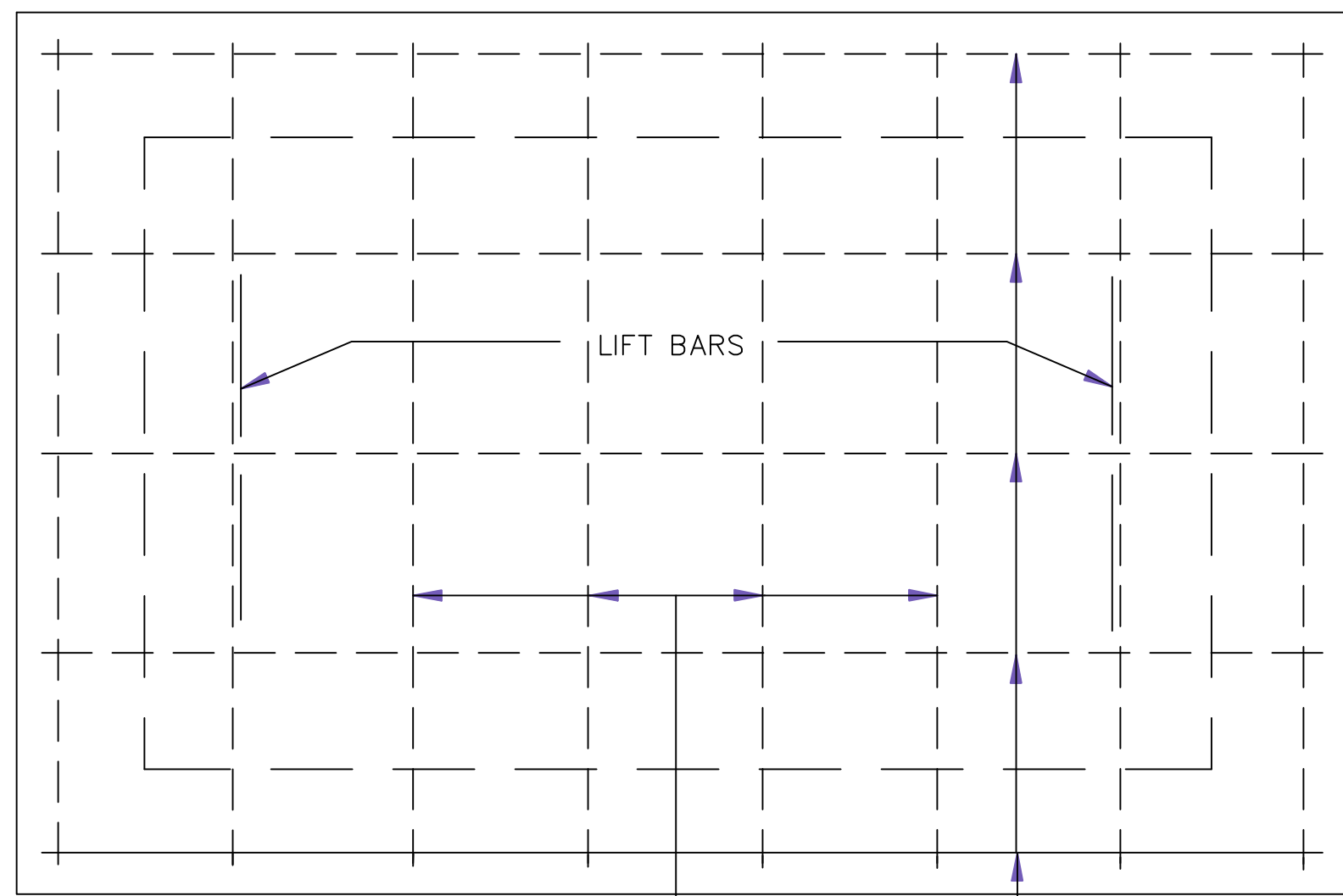
|                 | CLASS I       | CLASS II |              |              | CLASS III     |              | CLASS IV     |
|-----------------|---------------|----------|--------------|--------------|---------------|--------------|--------------|
| PIPE DIA        | COMPACTED     | 95%      | 90%          | 85%          | 95%           | 90%          | 95%          |
| 12"<br>(300mm)  | 41<br>(12.5m) | (8.8m)   | 29<br>(6.4m) | 20<br>(3.0m) | 90<br>(6.7m)  | 12<br>(3.7m) | 11<br>(3.4m) |
| 15"<br>(375mm)  | 44<br>(13.4m) | (9.1m)   | 30<br>(6.7m) | 10<br>(3.7m) | 100<br>(7.0m) | 14<br>(4.0m) | 13<br>(3.7m) |
| 18"<br>(450mm)  | 38<br>(11.6m) | (7.9m)   | 26<br>(5.8m) | 9<br>(2.7m)  | 20<br>(6.1m)  | 12<br>(3.7m) | 11<br>(3.4m) |
| 20"<br>(500mm)  | 32<br>(9.8m)  | (7.0m)   | 22<br>(4.9m) | 7<br>(2.1m)  | 18<br>(5.2m)  | 10<br>(3.4m) | 10<br>(3.0m) |
| 30"<br>(750mm)  | 35<br>(10.7m) | (7.6m)   | 25<br>(5.8m) | 19<br>(2.7m) | 12<br>(5.5m)  | 12<br>(3.7m) | 11<br>(3.4m) |
| 36"<br>(900mm)  | 31<br>(9.5m)  | (7.1m)   | 22<br>(4.6m) | 9<br>(2.7m)  | 16<br>(4.9m)  | 11<br>(3.4m) | 10<br>(3.0m) |
| 42"<br>(1050mm) | 33<br>(10.1m) | (7.0m)   | 23<br>(5.2m) | 8<br>(2.4m)  | 17<br>(5.2m)  | 11<br>(3.4m) | 10<br>(3.0m) |
| 48"<br>(1200mm) | 31<br>(9.5m)  | (7.1m)   | 22<br>(4.6m) | 8<br>(2.4m)  | 16<br>(4.9m)  | 11<br>(3.4m) | 10<br>(3.0m) |
| 60"<br>(1500mm) | 36<br>(11.0m) | (7.6m)   | 25<br>(5.2m) | 17<br>(4.8m) | 15<br>(5.5m)  | 13<br>(3.4m) | 10<br>(3.0m) |

| REVISIONS |         |                      |     | <br>6652 US Highway 98   Hattiesburg, MS 39402<br>t 601.261.2609   f 601.261.5573   clearpointengineers.com | Miscellaneous Details                                          |  |  |                              |
|-----------|---------|----------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|--|--|------------------------------|
| NO.       | DATE    | DESCRIPTION          | BY  |                                                                                                                                                                                                  | Drainage Improvements<br>Midtown Green Park<br>Hattiesburg, MS |  |  | SHEET NO.<br><br><b>C4.1</b> |
| 1         | 6/23/22 | Review Set to City   | MSW |                                                                                                                                                                                                  |                                                                |  |  |                              |
| 2         | 7/07/22 | Sealed Plans to City | FJD |                                                                                                                                                                                                  |                                                                |  |  |                              |
|           |         |                      |     | PROJ. NO.: 91062001    DRAWN BY: MSW    CHECKED BY: JCA    SCALE: NONE    DATE: JUNE, 2022                                                                                                       |                                                                |  |  |                              |

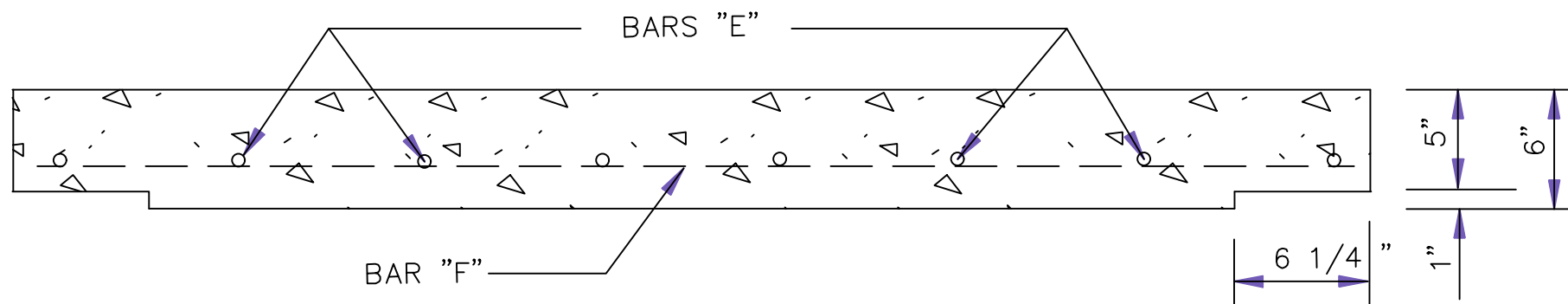




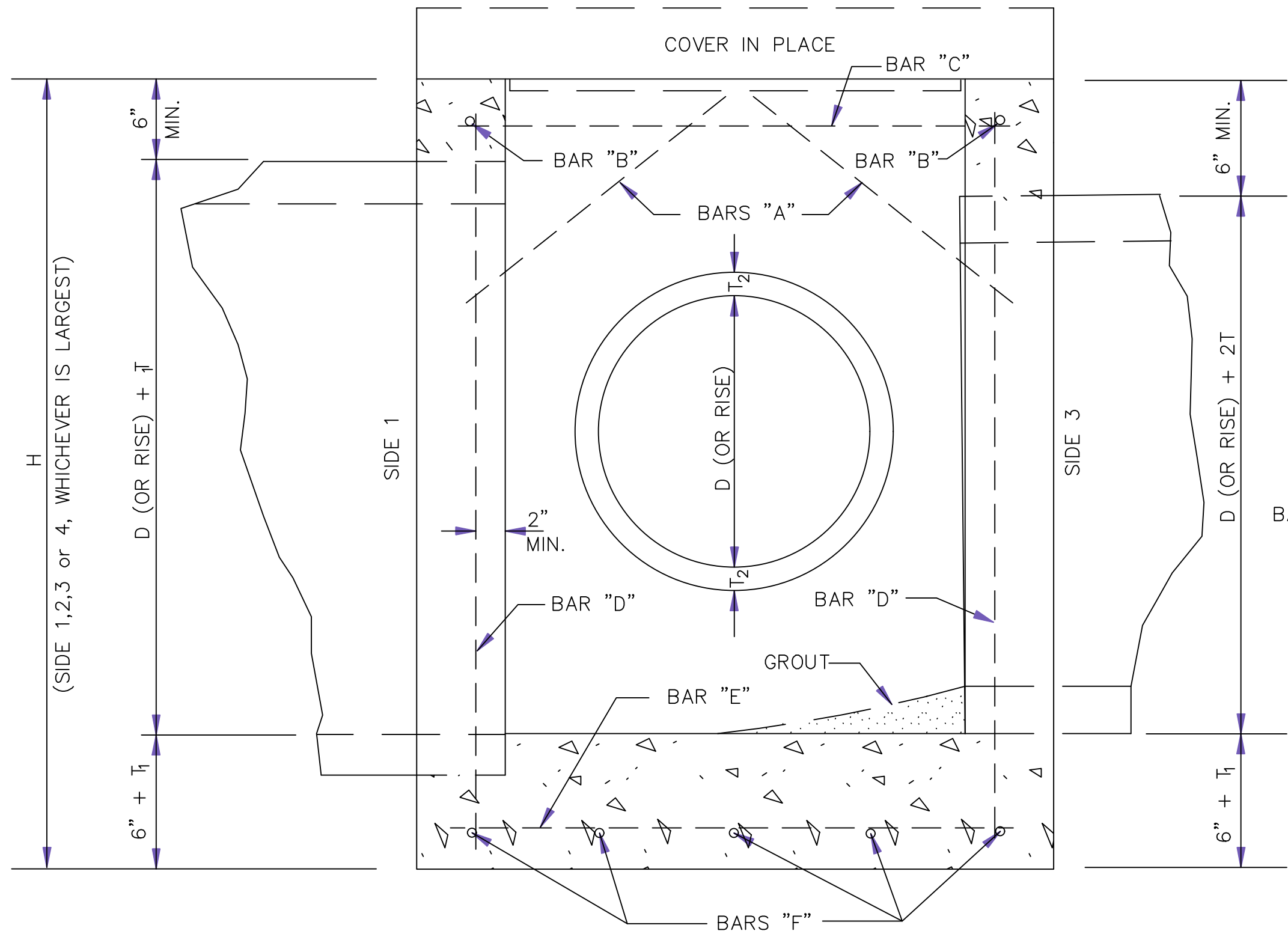




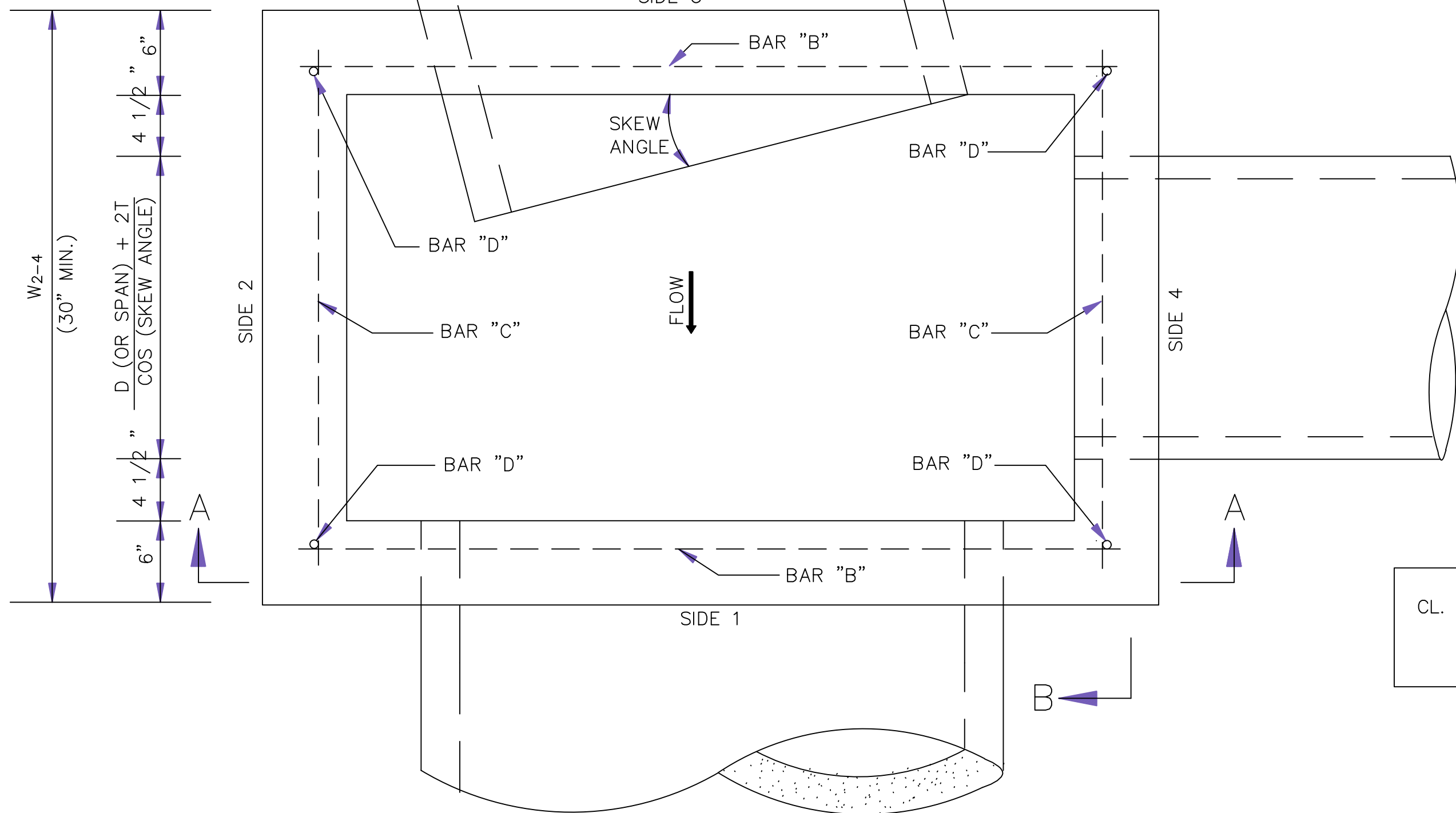
PLAN OF COVER



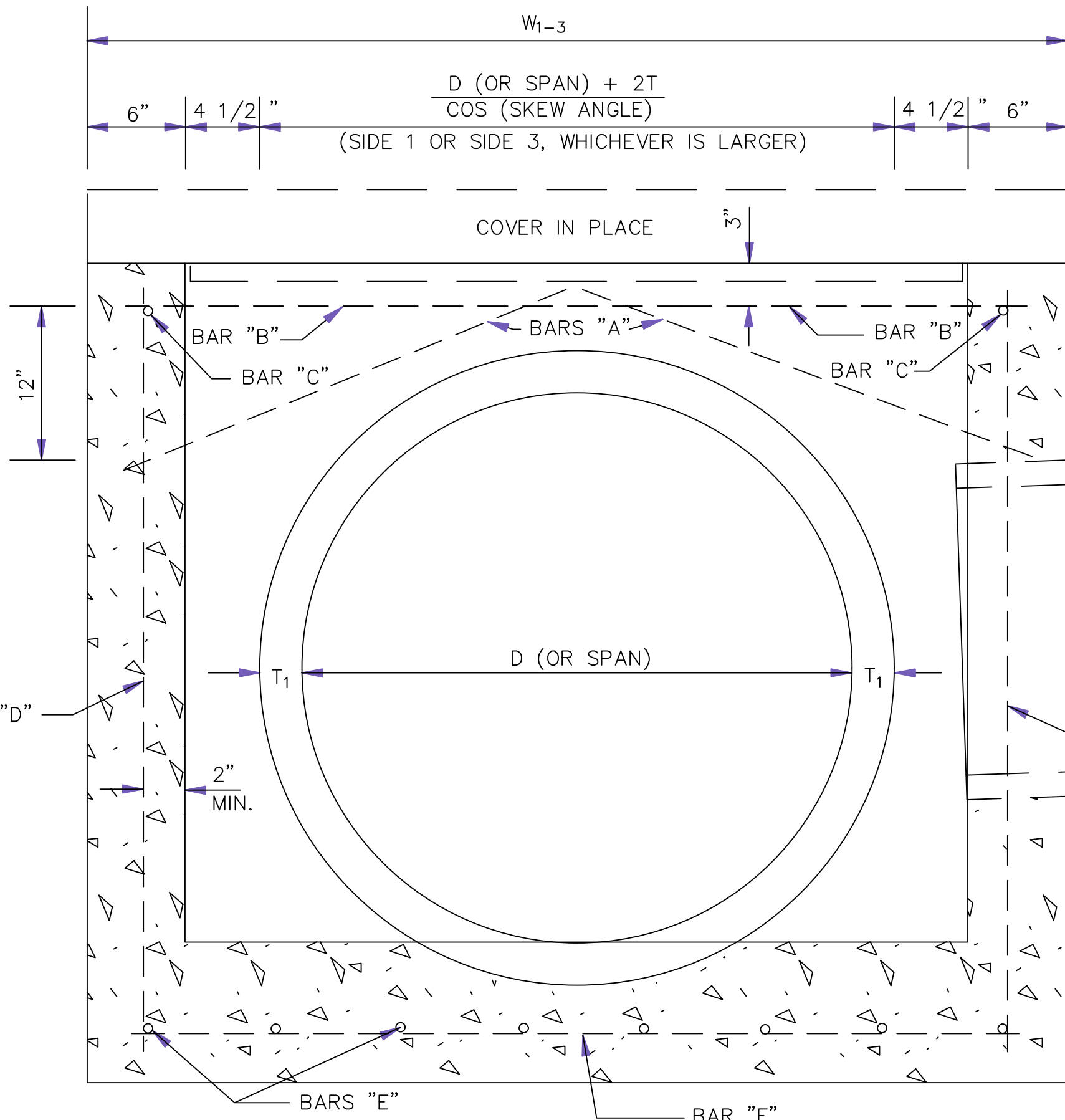
ELEVATION OF COVER



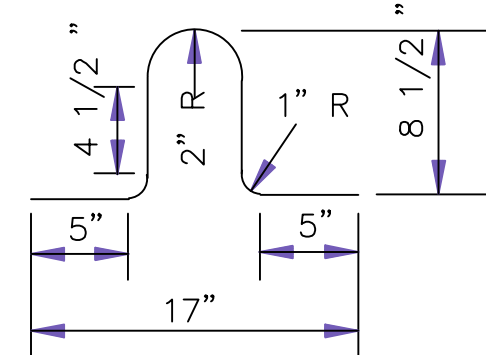
SECTION B-B



PLAN



SECTION A-A



LIFT BAR

NOTE: LIFT BAR TO BE FABRICATED FROM A #4 BAR 30" LONG. TWO LIFT BARS ARE REQUIRED. REINFORCING STEEL FOR 2 LIFT BARS = 3.3 lbs.

| REINFORCING BAR LIST |      |                                                               |                                                 |
|----------------------|------|---------------------------------------------------------------|-------------------------------------------------|
| BAR                  | SIZE | NUMBER REQUIRED                                               | LENGTH                                          |
| A                    | #4   | 2 PER PIPE OPENING                                            | $\sqrt{196 + \left(\frac{W^*}{2} + 2\right)^2}$ |
| B                    | #4   | 2                                                             | $W_{1-3} - 6"$                                  |
| C                    | #4   | 2                                                             | $W_{2-4} - 6"$                                  |
| D                    | #4   | 4                                                             | $H - 6"$                                        |
| E                    | #4   | $2 \left[ \left( \frac{W_{1-3}}{9"} \right)^{**} + 1 \right]$ | $W_{2-4} - 4"$                                  |
| F                    | #4   | $2 \left[ \left( \frac{W_{2-4}}{9"} \right)^{**} + 1 \right]$ | $W_{1-3} - 4"$                                  |

NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:  
D (OR SPAN) = PIPE DIAMETER (OR SPAN)  
W<sub>1-3</sub> = WIDTH OF SIDE 1 & SIDE 3  
W<sub>2-4</sub> = WIDTH OF SIDE 2 & SIDE 4  
W\* = W<sub>1-3</sub> OR W<sub>2-4</sub> (SIDE OF ENTERING PIPE)  
\*\* = ROUND TO NEAREST WHOLE NUMBER

CL. "B" CONC. (yd) =  $\left[ \frac{Q1 + Q2}{46,656} \right] - \Sigma$  PIPE OPENING DEDUCTIONS  
WHERE: Q1 =  $\left[ 5"W_{1-3}W_{2-4} \right] + \left[ 1"(W_{1-3} - 12.5")(W_{2-4} - 12.5") \right] + \left[ (7 + 6")W_{1-3}W_{2-4} \right]$   
Q2 =  $12"[H - (7 + 6")][ (W_{1-3} - 12") + W_{2-4}]$

| COMMON PIPE SIZE |         |                                           |  |           |         |                                           |
|------------------|---------|-------------------------------------------|--|-----------|---------|-------------------------------------------|
| CIRCULAR PIPE    |         |                                           |  | ARCH PIPE |         |                                           |
| PIPE SIZE        | T       | PIPE OPENING DEDUCTION (yd <sup>3</sup> ) |  | PIPE SIZE | T       | PIPE OPENING DEDUCTION (yd <sup>3</sup> ) |
| 18"              | 2 1/2 " | 0.053                                     |  | 22" x 13" | 2 1/2 " | 0.053                                     |
| 24"              | 3"      | 0.091                                     |  | 29" x 18" | 3"      | 0.087                                     |
| 30"              | 3 1/2 " | 0.138                                     |  | 36" x 23" | 3 1/2 " | 0.129                                     |
| 36"              | 4"      | 0.196                                     |  | 44" x 27" | 4"      | 0.185                                     |
| 42"              | 4 1/2 " | 0.263                                     |  | 51" x 31" | 4 1/2 " | 0.245                                     |
| 48"              | 5"      | 0.340                                     |  | 58" x 36" | 5"      | 0.318                                     |
| 54"              | 5 1/2 " | 0.427                                     |  | 65" x 40" | 5 1/2 " | 0.394                                     |
| 60"              | 6"      | 0.524                                     |  | 73" x 45" | 6"      | 0.489                                     |
| 66"              | 6 1/2 " | 0.630                                     |  |           |         |                                           |
| 72"              | 7"      | 0.747                                     |  |           |         |                                           |

GENERAL NOTES:

- REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
- QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
- CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
- SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
- IF PIPES ARE SKEWED MORE THAN 15° OR IF SKEWED PIPES PRODUCE CONFLICTS WITH ANOTHER OPENING, THE PIPE SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.

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WORKING NUMBER  
JB - 1  
SHEET NUMBER  
302

| REVISIONS |         |                      |
|-----------|---------|----------------------|
| NO.       | DATE    | DESCRIPTION          |
| 1         | 6/23/22 | Review Set to City   |
| 2         | 7/07/22 | Sealed Plans to City |
|           |         |                      |
|           |         |                      |
|           |         |                      |

**Clearpoint**  
CONSULTING ENGINEERS, P.A.  
6652 US Highway 98 | Hattiesburg, MS 39402  
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

PROJ. NO.: 91062001 | DRAWN BY: MSW | CHECKED BY: JCA | SCALE: NONE | DATE: JUNE, 2022

| Junction Box Details                                           |                   |
|----------------------------------------------------------------|-------------------|
| Drainage Improvements<br>Midtown Green Park<br>Hattiesburg, MS | SHEET NO.<br>C4.3 |

## **NOTICE TO CONTRACTORS**

### **CITY OF HATTIESBURG, MISSISSIPPI DRAINAGE IMPROVEMENTS FOR MIDTOWN GREEN PARK**

Sealed bids for the construction of the DRAINAGE IMPROVEMENTS FOR MIDTOWN GREEN PARK, for the City of Hattiesburg in Hattiesburg, Mississippi, will be received by the City of Hattiesburg, until 10:00 AM local time on Thursday, August 25<sup>th</sup>, 2022, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, and shortly thereafter will be opened and publicly read.

The work involved in the project includes construction new stormwater drainage piping, stormwater inlets, minor earthwork, tying to exiting drainage structures and placement of new curb and gutter at the proposed Midtown Green Park area located on Crestmont Avenue, Hattiesburg, MS as described in the Contract Documents. All documents required for bidding purposes may be obtained from Clearpoint Consulting Engineers, P.A., 6652 Hwy 98, Hattiesburg, MS, (601) 261-2609. A non-refundable deposit of \$100.00 is required at the time of request for a hard copy set of Contract Documents. Electronic copies of Contract Documents will be furnished to perspective bidders at no cost upon request. A copy of the Contract Documents may be examined at the office of Clearpoint Consulting Engineers, P.A., 6652 Hwy 98, Hattiesburg, MS during regular business hours. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at [www.hattiesburgmsbids.com](http://www.hattiesburgmsbids.com) and shall include a document representing the cover of the envelope containing the aforementioned criteria.

A bid bond or certified check in the amount of 5% of the bid will be required. The bid bond or certified check will be returned immediately to unsuccessful bidders. Bidders are hereby notified that any proposal accompanied by letters qualifying in any manner the condition under which the proposal is tendered will be considered an irregular bid and such proposals will not be considered in making the award.

A performance and payment bond, or equal, in the full amount of the contract will be required of the successful bidder. In lieu of a performance bond the successful bidder may post with the City of Hattiesburg, Mississippi, the full amount of the bid, in cash or its equivalent, conditioned for the prompt, proper and efficient performance of the contract; said cash or its equivalent to be held until the successful completion of the project.

Attention is called to the fact that contracts exceeding \$50,000 require contractors to be licensed under applicable laws of the State of Mississippi and have a certificate of responsibility.

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities, equipment, material and/or supply needs.

The City of Hattiesburg is an Equal Opportunity Employer. The City of Hattiesburg hereby notifies all Bidders that it will affirmatively insure that in any contract, entered into pursuant to this advertisement, all will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, marital or veteran status, or any other legally protected status in consideration for an award.

Bid preparation will be in accordance with the Instructions to Bidders bound in the Documents. The City of Hattiesburg reserves the right to waive irregularities and to reject any and/or all bids.

By: /s/ \_\_\_\_\_  
City Clerk  
City Of Hattiesburg, Mississippi

Advertise on:

Thursday, July 21, 2022  
Thursday, July 28, 2022



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Chris McGee, Director of Parks and Recreation  
**cc:**  
**Date:** Tuesday, July 19, 2022  
**Re:** Approve the sale of grave spaces per attached Memo's, Receipts and Deeds.  
File Number: 2022-482  
Minute Book #

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## Summary

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

## Recommendation Statement

I am recommending approval on the sale of grave spaces.

Please place this on the July 19, 2022 City Council meeting for consideration.



**To: CITY COUNCIL**

**From: Deborah Bourne, Division Manager of Cemeteries**

**Date: June 28, 2022**

**Robert Edwards**

**(2) Spaces \$ 350.00**

**Northwest Quarter (NW ¼)**

**Lot 130, Section 39, Highland Cemetery**

**William Magee**

**(1) Space \$ 175.00**

**South Half (S ½) of the Northeast Quarter (NE ¼)**

**Lot 6, Section 35, Highland Cemetery**

**Mark Mitchell Luga**

**(2) Spaces \$ 350.00**

**Northeast Quarter (NE ¼)**

**Lot 92, Section 39, Highland Cemetery**

**Mark Mitchell Luga**

**( 4 ) Spaces \$ 700.00**

**East Half (E ½)**

**Lot 85, Section 39, Highland Cemetery**

**To: CITY COUNCIL**

**From: Deborah Bourne, Division Manager of Cemeteries**

**Date: July 01, 2022**

**Cara Jean Magee**

**(1) Space \$ 175.00**

**North Half (N ½) of the Southeast Quarter (SE ¼)**

**Lot 6, Section 35, Highland Cemetery**

**Shayla Bethley-Jones**

**(1) Space \$ 175.00**

**South Half (S ½) of the Northeast Quarter (NE ¼)**

**Lot 87, Section 38, Highland Cemetery**

**Joseph Jones, Jr**

**(1) Space \$ 175.00**

**North Half (N ½) of the Southeast Quarter (SE ¼)**

**Lot 87, Section 38, Highland Cemetery**

**Willie L. Lucas**

**(1) Space \$ 175.00**

**South Half (S ½) of the Southeast Quarter (SE ¼)**

**Lot 82, Section 34, Highland Cemetery**

**To: CITY COUNCIL**

**From: Deborah Bourne, Division Manager of Cemeteries**

**Date: July 11, 2022**

**Susan B. Ward**

**(2) Spaces \$ 350.00**

**Northwest Quarter (NW ¼)**

**Lot 14, Section 35, Highland Cemetery**

**Lampton O'Neal Williams, Jr**

**(8) Spaces \$ 1,400.00**

**Entire Lot 85**

**Section 38, Highland Cemetery**

**Tonia Robinson**

**(1) Space \$ 150.00**

**South Half (S ½) of the Southwest Quarter (SW ¼)**

**Lot 50, Section 2, South Hill Cemetery**

**Bobby D. & Rose M. Moore**

**(2) Spaces \$ 350.00**

**Northeast Quarter (NE ¼)**

**Lot 80, Section 34, Highland Cemetery**

**LeRoy Ratcliff**

**(1) Space \$ 175.00**

**North Half (N ½) of the Northwest Quarter (NW ¼)**

**Lot 26, Section 36, Highland Cemetery**

**Cleveland & Randy L. Gray**

**(2) Spaces    \$ 350.00**

**Northeast Quarter (NE ¼)**

**Lot 14, Section 36, Highland Cemetery**

**Lyaine LeRon Dobbins**

**(1) Space    \$ 45.00**

**Baby Space # 63**

**Lot 2, Section 3, Highland Cemetery**

**Mark M. Lugg**

**(1) Space    \$ 175.00**

**North Half (N ½) of the Southeast Quarter (SE ¼)**

**Lot 92, Section 39, Highland Cemetery**

**Mark M. Lugg**

**(1) Space    \$ 175.00**

**North Half (N ½) of the Southwest Quarter (SW ¼)**

**Lot 78, Section 39, Highland Cemetery**

**Mark M. Lugg**

**(2) Spaces    \$ 350.00**

**Northwest Quarter (NW ¼)**

**Lot 78, Section 39, Highland Cemetery**

**Mark M. Lugg**

**( 4 ) Spaces    \$ 700.00**

**East Half (E ½)**

**Lot 78, Section 39, Highland Cemetery**

**Gregory Jones & Lasha Pool**

**( 2) Spaces 350.00**

**Southeast Quarter (SE ¼)**

**Lot 8, Section 36, Highland Cemetery**

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-05-2022

SOLD TO:

Mr. Mrs. Miss Susan B. Word  
ADDRESS 28 JA. Word Rd. Sumrall, MS 39482

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 14 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Cond

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-05-2022

SOLD TO:

Mr. Mrs. Miss Lampton O'Neal Williams JR.  
ADDRESS 140 Mayfair Rd Suite 1100 Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

Entire Lot 1/2 Lot No. 85 Section No. 38 in Highland Cemetery

Number of grave spaces 8 Price per grave space \$ 175.00

Price Received \$ 1400.00

Cond

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/06/2022

SOLD TO:

Mr. Mrs. Miss Tonia Robinson  
ADDRESS 517 Miller St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 50 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

Cond

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baine  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-07 2022

SOLD TO:

Mr. Mrs. Miss Cleveland & Randy L. Gray  
ADDRESS 206 Jackson St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 14 Lot No. Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.<sup>00</sup>

Price Received \$ 350.<sup>00</sup>

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/05/ 2022

SOLD TO:

Mr. Mrs. Miss Le Roy Ratcliff  
ADDRESS 1453 Seminary Sumrall Rd. Seminary, MS 39479

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW Lot No. 26 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.<sup>00</sup>

Price Received \$ 175.<sup>00</sup>

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-07- 2022

SOLD TO:

Mr. Mrs. Miss Gregory Jones & Lasha Poole  
ADDRESS 206 Jackson St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE Lot No. 8 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.<sup>00</sup>

Price Received \$ 350.<sup>00</sup>

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-06-2022

SOLD TO:

Mr. Mrs. Miss Mark M. Luga

ADDRESS 24 Fathom Circle 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. 78 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.<sup>00</sup>

Price Received \$ 175.<sup>00</sup>

cord

**CITY OF HATTIESBURG, MISSISSIPPI**

By [Signature]

Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-06-2022

SOLD TO:

Mr. Mrs. Miss Mark M. Luga

ADDRESS 24 Fathom Circle Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

    $\frac{1}{2}$  NW  $\frac{1}{4}$  Lot No. 78 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.<sup>00</sup>

Price Received \$ 350.<sup>00</sup>

cord

**CITY OF HATTIESBURG, MISSISSIPPI**

By [Signature]

Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-06-2022

SOLD TO:

Mr. Mrs. Miss Mark M. Luga

ADDRESS 24 Fathom Circle Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E  $\frac{1}{2}$      $\frac{1}{4}$  Lot No. 78 Section No. 39 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.<sup>00</sup>

Price Received \$ 700.<sup>00</sup>

cord

**CITY OF HATTIESBURG, MISSISSIPPI**

By [Signature]



**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-06- 2022

SOLD TO:

Mr. Mrs. Miss Zyaine LaRon Dobhins

ADDRESS 318 North 38<sup>th</sup> Ave Apt #3 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space # 63 2 Section No. 3 in Highland Cemetery  
1/2 Lot No.

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00

cod

**CITY OF HATTIESBURG, MISSISSIPPI**

By [Signature]  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/08/ 2022

SOLD TO:

Mr. Mrs. Miss Bobby D. Moore & Rose M. Moore

ADDRESS 706 S. 34<sup>th</sup> Ave. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 80 Section No. 34 in Highland Cemetery  
1/2 Lot No.

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

**CITY OF HATTIESBURG, MISSISSIPPI**

By [Signature]  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-06- 2022

SOLD TO:

Mr. Mrs. Miss Mark M. Luga

ADDRESS 24 Fathom Circle Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N SE 92 Section No. 39 in Highland Cemetery  
1/2 Lot No.

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

**CITY OF HATTIESBURG, MISSISSIPPI**

By [Signature]

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06/27/ 2022

SOLD TO:

Mr. Mrs. Miss Mark Mitchell Luga  
ADDRESS 24 Fathom Circle Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 92 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.<sup>00</sup>

Price Received \$ 350.<sup>00</sup>

Ch # 2786

**CITY OF HATTIESBURG, MISSISSIPPI**

By [Signature]  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06/27/ 2022

SOLD TO:

Mr. Mrs. Miss Mark Mitchell Luga  
ADDRESS 24 Fathom Circle Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 1/4 Lot No. 85 Section No. 39 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.<sup>00</sup>

Price Received \$ 700.<sup>00</sup>

Ch # 2786

**CITY OF HATTIESBURG, MISSISSIPPI**

By [Signature]  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06/23/ 2022

SOLD TO:

Mr. Mrs. Miss William Magee  
ADDRESS 304 N 21st Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 6 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.<sup>00</sup>

Price Received \$ 175.<sup>00</sup>

**CITY OF HATTIESBURG, MISSISSIPPI**

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/01/ 2022

SOLD TO:

Mr. Mrs. Miss Shayla Bethley-Jones

ADDRESS 103 Monroe Rd. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S  $\frac{1}{2}$  NE  $\frac{1}{4}$  Lot No. 87 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.<sup>00</sup>

Price Received \$ 175.<sup>00</sup>

Card

CITY OF HATTIESBURG, MISSISSIPPI

By Jerry Lee Allen  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/01/ 2022

SOLD TO:

Mr. Mrs. Miss Joseph Jones, Jr.

ADDRESS 103 Monroe Rd. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N  $\frac{1}{2}$  E  $\frac{1}{4}$  Lot No. 87 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.<sup>00</sup>

Price Received \$ 175.<sup>00</sup>

Card

CITY OF HATTIESBURG, MISSISSIPPI

By Jerry Lee Allen  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06/27/ 2022

SOLD TO:

Mr. Mrs. Miss Robert Edwards

ADDRESS 212 W. Third St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW  $\frac{1}{4}$  Lot No. 130 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.<sup>00</sup>

Price Received \$ 350.<sup>00</sup>

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06/30/ 20 12

SOLD TO:

Mr. Mrs. Miss

Cara Jean Magee

ADDRESS

304 N 21st Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 60 Section No. 35 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Jerrykah Allen  
Supt. of City Cemeteries

CK # 6017

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/01/ 20 12

SOLD TO:

Mr. (Mrs.) Miss

Willie L. Lucas

ADDRESS

540 Sheeps Loop Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 82 Section No. 34 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Jerrykah Allen  
Supt. of City Cemeteries

Card

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Robert Edwards, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 130      Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19<sup>th</sup> day July, 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 19<sup>th</sup> day of July, 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 William Magee, 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 6      Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19<sup>th</sup> day of July, 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 19<sup>th</sup> day of July, 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 THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Mark Mitchell Luga, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 92      Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19<sup>th</sup> day July, 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 19<sup>th</sup> day of July, 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 SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mark Mitchell Luga, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

**East Half (E½)**  
**Lot 85**                      **Section Number: 39**

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

**SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.**

**GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.**

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19<sup>th</sup> day of July, 2022.

**ATTEST:** **CITY OF HATTIESBURG, MISSISSIPPI**

CITY CLERK MAYOR

(SEAL)

**STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR**

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19<sup>th</sup> day of July 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 Cara Jean Magee, 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 6      Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19<sup>th</sup> day of July, 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 19<sup>th</sup> day of July, 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 Shayla Bethley-Jones, 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 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 19<sup>th</sup> day of July, 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 19<sup>th</sup> day of July, 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 Joseph Jones, Jr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

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 19<sup>th</sup> day of July, 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 19<sup>th</sup> day of July, 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 Willie L. Lucas, 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 82      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 19<sup>th</sup> day of July, 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 19<sup>th</sup> day of July, 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 THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Susan B. Ward, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 14      Section Number 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19<sup>th</sup> day July, 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 19<sup>th</sup> day of July, 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 THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), 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 Lampton O'Neal Williams, Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:.

**LOT 85**

**Section Number: 38**

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

eight (8) 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 19<sup>th</sup> day of July, 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 Kemas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19<sup>th</sup> day of July, 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 Tonia Robinson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot Number: 50 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 19<sup>th</sup> day of July, 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 19<sup>th</sup> day of July, 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 THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Bobby D. & Rose M. Moore, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>)

Lot Number 80      Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19<sup>th</sup> day July, 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 19<sup>th</sup> day of July, 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 THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Cleveland & Randy L. Gray, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 14      Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19<sup>th</sup> day July, 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 19<sup>th</sup> day of July, 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 LeRoy Ratcliff, 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 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 19<sup>th</sup> day of July, 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 19<sup>th</sup> day of July, 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 Mark M. Lugg, 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 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 19<sup>th</sup> day of July, 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 19<sup>th</sup> day of July, 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 Mark M. Lugg, 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 78      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 19<sup>th</sup> day of July, 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 19<sup>th</sup> day of July, 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 THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Mark M. Lugg, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 78      Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19<sup>th</sup> day July, 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 19<sup>th</sup> day of July, 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 SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mark M. Lugg, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

**Lot 78**                      **East Half (E½)**                      **Section Number: 39**

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

**SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.**

**GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.**

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19<sup>th</sup> day of July, 2022.

**ATTEST:** **CITY OF HATTIESBURG, MISSISSIPPI**

CITY CLERK

**MAYOR**

(SEAL)

**STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR**

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19<sup>th</sup> day of July 2022.

**My Commission Expires:**

**NOTARY PUBLIC**

**NOTARY PUBLIC**





# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:**  
**cc:**  
**Date:** Tuesday, July 19, 2022  
**Re:** Approve claims docket for the period ending July 15,2022.  
File Number: 2022-497  
Minute Book #

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## Summary

## Recommendation Statement

Please place this on the July 19, 2022 City Council meeting for consideration.

City of Hattiesburg, MS  
A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

| FUND                               | DUE TO       | DUE FR       |
|------------------------------------|--------------|--------------|
| 001 General Fund                   |              | 987,223.19   |
| 002 PARKS & RECREATION FUND        |              | 78,986.58    |
| 005 HATT.MUNICIPAL FIRE PROTECTION |              | 4,715.00     |
| 009 WATER & SEWER OPERATION/MAINT. |              | 377,175.09   |
| 011 WATER & SEWER FUND             |              | 2,507.28     |
| 019 POLICE FORFEITURES FUND        |              | 1,720.65     |
| 039 AIRPORT IMPROVEMENT FUND       |              | 132,005.00   |
| 072 MUNICIPAL ROAD & BRIDGE        |              | 543,240.18   |
| 073 MASS TRANSIT FUND              |              | 27,922.80    |
| 075 WATER&SEWER CONSTRUCTION FUND  |              | 104,859.06   |
| 077 COMMUNITY CENTERS' FUND        |              | 7,575.86     |
| 082 COMMUNITY DEVELOP. BLOCK GRANT |              | 647.48       |
| 086 SPEC SALES TAX-P&R/UNIV IMPROV |              | 27,349.20    |
| 087 INDUSTRIAL PARK DEVELOPMENT    |              | 131,196.53   |
| 088 PUBLIC SAFETY/REC CONSTRUCTION |              | 1,501,757.17 |
| 097 INFRA IMPROVE-INTRNT SALES TAX |              | 206,874.75   |
| 801 CLAIMS FUND                    |              |              |
|                                    | 4,135,755.82 |              |
|                                    |              |              |
| TOTAL                              | 4,135,755.82 | 4,135,755.82 |

\*\* END OF REPORT - Generated by Jacqueline Thorne \*\*

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      | ACCOUNT/VENDOR       |               | INVOICE       | PO      | YEAR/PR | TYP                      | S | WARRANT    | CHECK  | DESCRIPTION                |
|--------------------------------|----------------------|----------------------|---------------|---------------|---------|---------|--------------------------|---|------------|--------|----------------------------|
| 001000                         |                      |                      |               |               |         |         |                          |   |            |        | BALANCE SHEET              |
| 001000                         | 0520EM               |                      |               |               |         | D/F     | EMER.MGMT.DISTRICT       |   |            |        |                            |
| 002158                         | AT&T                 |                      |               | 601M818327001 | 6/22 0  | 2022 10 | INV                      | P | 3,460.53   | 071522 | 291663 6/22 LONG DISTANCE  |
|                                |                      |                      |               |               |         |         | ACCOUNT TOTAL            |   | 3,460.53   |        |                            |
| 001000                         | 0520LB               |                      |               |               |         | D/F     | LIBRARY                  |   |            |        |                            |
| 002158                         | AT&T                 |                      |               | 601M818327001 | 6/22 0  | 2022 10 | INV                      | P | 6,733.26   | 071522 | 291663 6/22 LONG DISTANCE  |
|                                |                      |                      |               |               |         |         | ACCOUNT TOTAL            |   | 6,733.26   |        |                            |
| 001000                         | 060100               |                      |               |               |         |         | GAS/LUBRICANT-CITY BARN  |   |            |        |                            |
| 003497                         | MAPLES GAS COMPANY   |                      | 231288/231290 | 228402        | 2022 10 | INV     | P                        |   | 42,921.90  | 071522 | 291804 GAS FOR FUEL STATIO |
| 003497                         | MAPLES GAS COMPANY   |                      | 231901        | 228503        | 2022 10 | INV     | P                        |   | 24,484.40  | 071522 | 291804 GAS FOR FUEL STATIO |
| 003497                         | MAPLES GAS COMPANY   |                      | 232284        | 228598        | 2022 9  | INV     | P                        |   | 22,062.08  | 071522 | 291804 GAS FOR FUEL STATIO |
| 003497                         | MAPLES GAS COMPANY   |                      | 232828        | 228700        | 2022 10 | INV     | P                        |   | 13,943.09  | 071522 | 291804 DIESEL FOR FUEL STA |
|                                |                      |                      |               |               |         |         |                          |   | 103,411.47 |        |                            |
| 003918                         | PINE BELT OIL COMPAN | INV-090195           |               | 228505        | 2022 10 | INV     | P                        |   | 15,778.93  | 071522 | 291841 DIESEL FOR FUEL STA |
| 003918                         | PINE BELT OIL COMPAN | INV-091161           |               | 228595        | 2022 10 | INV     | P                        |   | 15,501.29  | 071522 | 291841 DIESEL FOR FUEL STA |
| 003918                         | PINE BELT OIL COMPAN | INV-092816           |               | 228701        | 2022 10 | INV     | P                        |   | 26,876.43  | 071522 | 291841 GAS FOR FUEL STATIO |
|                                |                      |                      |               |               |         |         |                          |   | 58,156.65  |        |                            |
|                                |                      |                      |               |               |         |         | ACCOUNT TOTAL            |   | 161,568.12 |        |                            |
|                                |                      |                      |               |               |         |         | ORG 001000 TOTAL         |   | 171,761.91 |        |                            |
| 001001                         |                      |                      |               |               |         |         | REVENUES                 |   |            |        |                            |
| 001001                         | 332000               |                      |               |               |         |         | POLICE FINES             |   |            |        |                            |
| 004271                         | SOUTHERN FINANCIAL S | CMCHAT2 6/1-6/30/22  | 0             |               | 2022 10 | INV     | P                        |   | 5.00       | 071522 | 291870 POLICE FINES COLLEC |
| 004271                         | SOUTHERN FINANCIAL S | CMCHAT3 6/18-6/30/22 | 0             |               | 2022 10 | INV     | P                        |   | 255.45     | 071522 | 291870 POLICE FINE COLLECT |
|                                |                      |                      |               |               |         |         |                          |   | 260.45     |        |                            |
|                                |                      |                      |               |               |         |         | ACCOUNT TOTAL            |   | 260.45     |        |                            |
|                                |                      |                      |               |               |         |         | ORG 001001 TOTAL         |   | 260.45     |        |                            |
| 001003                         |                      |                      |               |               |         |         | CITY COUNCIL             |   |            |        |                            |
| 001003                         | 501000               |                      |               |               |         |         | OTHER EXPENDABLE OFF.SPL |   |            |        |                            |
| 004017                         | REGIONS CARDHOLDER S | 1708 - 06-30-2022    | 0             |               | 2022 10 | INV     | P                        |   | 174.87     | 071522 | 291853 1708 - 06-30-2022 C |
|                                |                      |                      |               |               |         |         | ACCOUNT TOTAL            |   | 174.87     |        |                            |
| 001003                         | 601000               |                      |               |               |         |         | AUDITING AND ACCOUNTING  |   |            |        |                            |
| 004442                         | TMH                  |                      | 222994        |               | 0       | 2022 10 | INV                      | P | 16,000.00  | 071522 | 291889 FINAL BILLING FY21  |
|                                |                      |                      |               |               |         |         | ACCOUNT TOTAL            |   | 16,000.00  |        |                            |
| 001003                         | 641000               |                      |               |               |         |         | OFFICE EQUIPMENT RENT    |   |            |        |                            |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      |               |                   |            |               |         |     |   |           |        |                            |
|--------------------------------|----------------------|---------------|-------------------|------------|---------------|---------|-----|---|-----------|--------|----------------------------|
| ACCOUNT/VENDOR                 |                      |               |                   | INVOICE    | PO            | YEAR/PR | TYP | S | WARRANT   | CHECK  | DESCRIPTION                |
| 004057                         | RJ                   | YOUNG COMPANY |                   | INV4752147 | 0             | 2022 10 | INV | P | 97.40     | 071522 | 291856 COUNCIL OFFICE - CO |
| 004057                         | RJ                   | YOUNG COMPANY |                   | INV4798316 | 0             | 2022 10 | INV | P | 113.80    | 071522 | 291856 COUNCIL OFFICE - CO |
|                                |                      |               |                   |            |               |         |     |   | 211.20    |        |                            |
| ACCOUNT TOTAL                  |                      |               |                   |            |               |         |     |   | 211.20    |        |                            |
| ORG 001003 TOTAL               |                      |               |                   |            |               |         |     |   | 16,386.07 |        |                            |
| CITY COURT                     |                      |               |                   |            |               |         |     |   |           |        |                            |
| 001015                         |                      |               |                   |            | PRINTED FORMS |         |     |   |           |        |                            |
| 001015                         | 500500               |               |                   |            | 228208        | 2022 10 | INV | P | 776.00    | 071522 | 291883 PARKING TICKET BOOK |
| 004327                         | STANDARD             | OFFICE SUPP   | H04750-00         |            |               |         |     |   |           |        |                            |
| ACCOUNT TOTAL                  |                      |               |                   |            |               |         |     |   | 776.00    |        |                            |
| BUILDING MATERIALS & SPLY      |                      |               |                   |            |               |         |     |   |           |        |                            |
| 001015                         | 560000               |               |                   |            | 0             | 2022 10 | INV | P | 1,006.94  | 071522 | 291853 1708 - 06-30-2022 C |
| 004017                         | REGIONS              | CARDHOLDER S  | 1708 - 06-30-2022 |            |               |         |     |   |           |        |                            |
| ACCOUNT TOTAL                  |                      |               |                   |            |               |         |     |   | 1,006.94  |        |                            |
| OTHER PROF-TECHNOLOGY          |                      |               |                   |            |               |         |     |   |           |        |                            |
| 001015                         | 604901               |               |                   |            | 228487        | 2022 10 | INV | P | 2,457.00  | 071522 | 291771 SCANNER FOR NEW TYL |
| 003135                         | HOWARD               | COMPUTERS INC | 22-00553245       |            |               |         |     |   |           |        |                            |
| 004057                         | RJ                   | YOUNG COMPANY |                   | INV4746626 | 0             | 2022 10 | INV | P | 168.00    | 071522 | 291856 MB#2017-96 COURT RJ |
| 004057                         | RJ                   | YOUNG COMPANY |                   | INV4794465 | 0             | 2022 10 | INV | P | 168.00    | 071522 | 291856 MB#2017-96 COURT RJ |
| 004057                         | RJ                   | YOUNG COMPANY |                   | INV4849249 | 0             | 2022 10 | INV | P | 168.00    | 071522 | 291856 MB#2017-96 COURT RJ |
|                                |                      |               |                   |            |               |         |     |   | 504.00    |        |                            |
| ACCOUNT TOTAL                  |                      |               |                   |            |               |         |     |   | 2,961.00  |        |                            |
| TRAVEL EXPENSE                 |                      |               |                   |            |               |         |     |   |           |        |                            |
| 001015                         | 611000               |               |                   |            | 0             | 2022 10 | INV | P | 465.00    | 071522 | 291853 1708 - 06-30-2022 C |
| 004017                         | REGIONS              | CARDHOLDER S  | 1708 - 06-30-2022 |            |               |         |     |   |           |        |                            |
| ACCOUNT TOTAL                  |                      |               |                   |            |               |         |     |   | 465.00    |        |                            |
| PRINTING                       |                      |               |                   |            |               |         |     |   |           |        |                            |
| 001015                         | 620000               |               |                   |            | 0             | 2022 10 | INV | P | 112.46    | 071522 | 291856 MB#2017-96 COURT RJ |
| 004057                         | RJ                   | YOUNG COMPANY |                   | INV4849249 |               |         |     |   |           |        |                            |
| ACCOUNT TOTAL                  |                      |               |                   |            |               |         |     |   | 112.46    |        |                            |
| GAS                            |                      |               |                   |            |               |         |     |   |           |        |                            |
| 001015                         | 630000               |               |                   |            | 0             | 2022 10 | INV | P | 47.70     | 071522 | 291880 SPIRE (WILLMUT GAS) |
| 004321                         | SPIRE                |               | G2022 7.5.22      |            |               |         |     |   |           |        |                            |
| ACCOUNT TOTAL                  |                      |               |                   |            |               |         |     |   | 47.70     |        |                            |
| BUILDING R&M                   |                      |               |                   |            |               |         |     |   |           |        |                            |
| 001015                         | 635000               |               |                   |            | 0             | 2022 10 | INV | P | 684.43    | 071522 | 291659 MB# 2020-95 COURT M |
| 002136                         | ANOINTED HANDS SERVI | 7247          |                   |            |               |         |     |   |           |        |                            |
| ACCOUNT TOTAL                  |                      |               |                   |            |               |         |     |   | 684.43    |        |                            |
| ORG 001015 TOTAL               |                      |               |                   |            |               |         |     |   | 6,053.53  |        |                            |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      |                     |  |         |  |         |                          |   |          |         |        |                     |
|--------------------------------|----------------------|---------------------|--|---------|--|---------|--------------------------|---|----------|---------|--------|---------------------|
| ACCOUNT/VENDOR                 |                      |                     |  | INVOICE |  | PO      | YEAR/PR TYP S            |   |          | WARRANT | CHECK  | DESCRIPTION         |
| MAYOR/ADMIN.                   |                      |                     |  |         |  |         |                          |   |          |         |        |                     |
| 001020                         |                      |                     |  |         |  |         |                          |   |          |         |        |                     |
| 001020                         | 501000               |                     |  |         |  |         | OTHER EXPENDABLE OFF.SPL |   |          |         |        |                     |
| 004017                         | REGIONS CARDHOLDER S | 4524 - 06-30-2022   |  | 0       |  | 2022 10 | INV                      | P | 282.37   | 071522  | 291853 | 4524 - 06-30-2022 C |
| ACCOUNT TOTAL                  |                      |                     |  |         |  |         |                          |   | 282.37   |         |        |                     |
| TELEPHONE AND TELEGRAPH        |                      |                     |  |         |  |         |                          |   |          |         |        |                     |
| 001020                         | 606000               |                     |  |         |  |         |                          |   |          |         |        |                     |
| 002160                         | AT&T MOBILITY        | 287289913717X070522 |  | 0       |  | 2022 10 | INV                      | P | 95.84    | 071522  | 291665 | MB2016-287/WIRELESS |
| ACCOUNT TOTAL                  |                      |                     |  |         |  |         |                          |   | 95.84    |         |        |                     |
| TRAVEL EXPENSE                 |                      |                     |  |         |  |         |                          |   |          |         |        |                     |
| 001020                         | 611000               |                     |  |         |  |         |                          |   |          |         |        |                     |
| 002196                         | BARKER, THOMAS       | MML9424             |  | 0       |  | 2022 10 | INV                      | P | 184.00   | 071522  | 291673 | MS MUNICIPAL LEAGUE |
| 003274                         | JONES, ANN           | MML9422             |  | 0       |  | 2022 10 | INV                      | P | 92.00    | 071522  | 291786 | MS MUNICIPAL LEAGUE |
| 003527                         | MCCAIN, SAMANTHA     | MML9423             |  | 0       |  | 2022 10 | INV                      | P | 92.50    | 071522  | 291808 | MS MUNICIPAL LEAGUE |
| 004017                         | REGIONS CARDHOLDER S | 1708 - 06-30-2022   |  | 0       |  | 2022 10 | INV                      | P | 104.32   | 071522  | 291853 | 1708 - 06-30-2022 C |
| 004017                         | REGIONS CARDHOLDER S | 4524 - 06-30-2022   |  | 0       |  | 2022 10 | INV                      | P | 298.03   | 071522  | 291853 | 4524 - 06-30-2022 C |
|                                |                      |                     |  |         |  |         |                          |   | 402.35   |         |        |                     |
| 047843                         | MERCIER, BETSY       | MML9428             |  | 0       |  | 2022 10 | INV                      | P | 295.25   | 071522  | 291811 | MS MUNICIPAL LEAGUE |
| ACCOUNT TOTAL                  |                      |                     |  |         |  |         |                          |   | 1,066.10 |         |        |                     |
| ADVERTISING                    |                      |                     |  |         |  |         |                          |   |          |         |        |                     |
| 001020                         | 615000               |                     |  |         |  |         |                          |   |          |         |        |                     |
| 003055                         | H'BURG DOWNTOWN ASSN | SSCR2022-2          |  | 0       |  | 2022 10 | INV                      | P | 8,000.00 | 071522  | 291761 | STAR SPANGLED CELEB |
| 004017                         | REGIONS CARDHOLDER S | 1346 - 06-30-2022   |  | 0       |  | 2022 10 | INV                      | P | 18.99    | 071522  | 291853 | 1346 - 06-30-2022 C |
| 004017                         | REGIONS CARDHOLDER S | 4524 - 06-30-2022   |  | 0       |  | 2022 10 | INV                      | P | 16.04    | 071522  | 291853 | 4524 - 06-30-2022 C |
|                                |                      |                     |  |         |  |         |                          |   | 35.03    |         |        |                     |
| ACCOUNT TOTAL                  |                      |                     |  |         |  |         |                          |   | 8,035.03 |         |        |                     |
| OFFICE EQUIPMENT RENT          |                      |                     |  |         |  |         |                          |   |          |         |        |                     |
| 001020                         | 641000               |                     |  |         |  |         |                          |   |          |         |        |                     |
| 003825                         | OWENS BUSINESS MACHI | 445474              |  | 0       |  | 2022 9  | INV                      | P | 187.00   | 071522  | 291832 | ADMINSTR/MONTHLY LE |
| ACCOUNT TOTAL                  |                      |                     |  |         |  |         |                          |   | 187.00   |         |        |                     |
| ORG 001020 TOTAL               |                      |                     |  |         |  |         |                          |   | 9,666.34 |         |        |                     |
| MUNICIPAL CLERK                |                      |                     |  |         |  |         |                          |   |          |         |        |                     |
| 001040                         | 641000               |                     |  |         |  |         |                          |   |          |         |        |                     |
| OFFICE EQUIPMENT RENT          |                      |                     |  |         |  |         |                          |   |          |         |        |                     |
| 004057                         | RJ YOUNG COMPANY     | 4715914             |  | 0       |  | 2022 10 | INV                      | P | 204.00   | 071522  | 291856 | COPIER LEASE FOR CI |
| 004057                         | RJ YOUNG COMPANY     | INV4767551          |  | 0       |  | 2022 10 | INV                      | P | 204.00   | 071522  | 291856 | COPIER LEASE FOR CI |
| 004057                         | RJ YOUNG COMPANY     | INV4813790          |  | 0       |  | 2022 10 | INV                      | P | 238.96   | 071522  | 291856 | COPIER LEASE CITY C |
|                                |                      |                     |  |         |  |         |                          |   | 646.96   |         |        |                     |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |        |                                        |            |         |        |         |     |     |          |          |             |                            |
|--------------------------------|--------|----------------------------------------|------------|---------|--------|---------|-----|-----|----------|----------|-------------|----------------------------|
| ACCOUNT/VENDOR                 |        |                                        |            | INVOICE | PO     | YEAR/PR | TYP | S   | WARRANT  | CHECK    | DESCRIPTION |                            |
| ACCOUNT TOTAL                  |        |                                        |            |         |        |         |     |     | 646.96   |          |             |                            |
| ORG 001040 TOTAL               |        |                                        |            |         |        |         |     |     | 646.96   |          |             |                            |
| ACCOUNTING DIV.                |        |                                        |            |         |        |         |     |     |          |          |             |                            |
| 001042                         | 501000 |                                        |            |         | 227704 | 2022    | 9   | INV | P        | 162.28   | 071522      | 291830 OFFICE SUPPLIES - A |
| 001042                         | 003809 | OFFICE DEPOT INC                       | 2569977651 |         |        |         |     |     |          |          |             |                            |
| ACCOUNT TOTAL                  |        |                                        |            |         |        |         |     |     | 162.28   |          |             |                            |
| MINOR COMPUTER EQUIP.          |        |                                        |            |         |        |         |     |     |          |          |             |                            |
| 001042                         | 580000 | REGIONS CARDHOLDER S 1286 - 06-30-2022 |            |         | 0      | 2022    | 10  | INV | P        | 129.00   | 071522      | 291853 1286 - 06-30-2022 C |
| 001042                         | 004017 |                                        |            |         |        |         |     |     |          |          |             |                            |
| ACCOUNT TOTAL                  |        |                                        |            |         |        |         |     |     | 129.00   |          |             |                            |
| ORG 001042 TOTAL               |        |                                        |            |         |        |         |     |     | 291.28   |          |             |                            |
| LOSS CONTROL                   |        |                                        |            |         |        |         |     |     |          |          |             |                            |
| 001081                         | 639900 |                                        |            |         | 0      | 2022    | 10  | INV | P        | 1,857.10 | 071522      | 291819 SERVICE & CERT FIRE |
| 001081                         | 003681 | MS FIRE & SAFETY OF                    | 78635      |         |        |         |     |     |          |          |             |                            |
| ACCOUNT TOTAL                  |        |                                        |            |         |        |         |     |     | 1,857.10 |          |             |                            |
| ORG 001081 TOTAL               |        |                                        |            |         |        |         |     |     | 1,857.10 |          |             |                            |
| URBAN DEVELOPMT                |        |                                        |            |         |        |         |     |     |          |          |             |                            |
| 001090                         | 501100 |                                        |            |         | 0      | 2022    | 10  | INV | P        | 323.62   | 071522      | 291866 LONG LEAF VILLAGE F |
| 001090                         | 004205 | SIGNS FIRST                            | H-80934    |         |        |         |     |     |          |          |             |                            |
| ACCOUNT TOTAL                  |        |                                        |            |         |        |         |     |     | 323.62   |          |             |                            |
| MINOR OFFICE EQUIP/FURN.       |        |                                        |            |         |        |         |     |     |          |          |             |                            |
| 001090                         | 502000 |                                        |            |         | 227779 | 2022    | 10  | INV | P        | 343.85   | 071522      | 291685 LAPTOP & PRINTER FO |
| 001090                         | 002383 | C D W GOVERNMENT                       | MSSK286    |         |        |         |     |     |          |          |             |                            |
| ACCOUNT TOTAL                  |        |                                        |            |         |        |         |     |     | 343.85   |          |             |                            |
| COMPUTER SUPPLIES              |        |                                        |            |         |        |         |     |     |          |          |             |                            |
| 001090                         | 508000 |                                        |            |         | 227836 | 2022    | 10  | INV | P        | 953.74   | 071522      | 291685 APPLE IPAD PRO 11-I |
| 001090                         | 002383 | C D W GOVERNMENT                       | W898844    |         | 227836 | 2022    | 10  | INV | P        | 102.06   | 071522      | 291685 APPLE IPAD PRO 11-I |
| 001090                         | 002383 | C D W GOVERNMENT                       | W910482    |         |        |         |     |     |          |          |             |                            |
|                                |        |                                        |            |         |        |         |     |     | 1,055.80 |          |             |                            |
| ACCOUNT TOTAL                  |        |                                        |            |         |        |         |     |     | 1,055.80 |          |             |                            |
| MTR VEHICLE REP. PTS/SPL       |        |                                        |            |         |        |         |     |     |          |          |             |                            |
| 001090                         | 570000 | PHILLIPS CAR CARE CE 01112             |            |         | 0      | 2022    | 10  | INV | P        | 346.79   | 071522      | 291839 AUTO REPAIR NEW DRI |
| 001090                         | 003898 |                                        |            |         |        |         |     |     |          |          |             |                            |
| ACCOUNT TOTAL                  |        |                                        |            |         |        |         |     |     | 346.79   |          |             |                            |
| ORG 001090 TOTAL               |        |                                        |            |         |        |         |     |     | 2,070.06 |          |             |                            |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                       |                     |                          |         |     |       |          |        |             |                     |
|--------------------------------|-----------------------|---------------------|--------------------------|---------|-----|-------|----------|--------|-------------|---------------------|
| ACCOUNT/VENDOR                 |                       | INVOICE             | PO                       | YEAR/PR | TYP | S     | WARRANT  | CHECK  | DESCRIPTION |                     |
| 001091                         |                       |                     | INFO TECHNOLOGY          |         |     |       |          |        |             |                     |
| 001091 508000                  |                       |                     | COMPUTER SUPPLIES        |         |     |       |          |        |             |                     |
| 002383                         | C D W GOVERNMENT      | BG06249             | 228695                   | 2022    | 10  | INV P | 236.80   | 071522 | 291685      | CAT 5 CABLES - IT D |
| 003583                         | METRIX SOLUTIONS      | M79978              | 228377                   | 2022    | 10  | INV P | 1,259.70 | 071522 | 291812      | SERVER RACK - IT DE |
| 003721                         | MULTITECH OFFICE MAC  | 22060413            | 228465                   | 2022    | 10  | INV P | 1,886.90 | 071522 | 291825      | TONER CARTRIDGES -  |
| ACCOUNT TOTAL                  |                       |                     |                          |         |     |       | 3,383.40 |        |             |                     |
| 001091 546000                  |                       |                     | MINOR EQUIPMENT          |         |     |       |          |        |             |                     |
| 004017                         | REGIONS CARDHOLDER S  | 1708 - 06-30-2022   | 0                        | 2022    | 10  | INV P | 210.48   | 071522 | 291853      | 1708 - 06-30-2022 C |
| ACCOUNT TOTAL                  |                       |                     |                          |         |     |       | 210.48   |        |             |                     |
| 001091 604900                  |                       |                     | OTHER PROFESSIONAL SERV. |         |     |       |          |        |             |                     |
| 002160                         | AT&T MOBILITY         | 287289913717X070522 | 0                        | 2022    | 10  | INV P | 382.80   | 071522 | 291665      | MB2016-287/WIRELESS |
| 004482                         | TYLER TECHNOLOGIES IN | 045-380932          | 0                        | 2022    | 10  | INV P | 2,800.00 | 071522 | 291896      | MUNIS IMPLEMENTATIO |
| ACCOUNT TOTAL                  |                       |                     |                          |         |     |       | 3,182.80 |        |             |                     |
| 001091 636500                  |                       |                     | OFFICE EQUIPMENT R&M     |         |     |       |          |        |             |                     |
| 003583                         | METRIX SOLUTIONS      | M79979              | 228373                   | 2022    | 10  | INV P | 2,550.30 | 071522 | 291812      | SONICWALL SECURITY  |
| ACCOUNT TOTAL                  |                       |                     |                          |         |     |       | 2,550.30 |        |             |                     |
| ORG 001091 TOTAL               |                       |                     |                          |         |     |       | 9,326.98 |        |             |                     |
| 001092                         |                       |                     | GEN.GOV'T.BLDG           |         |     |       |          |        |             |                     |
| 001092 546000                  |                       |                     | MINOR EQUIPMENT          |         |     |       |          |        |             |                     |
| 002101                         | AMERICAN APPLIANCE &  | 15931               | 228270                   | 2022    | 9   | INV P | 37.08    | 071522 | 291654      | MATERIAL TO REPAIR  |
| 002471                         | CINTAS CORPORATION #  | 9182671130          | 228386                   | 2022    | 10  | INV P | 196.00   | 071522 | 291694      | SCRAPER MAT FOR CIT |
| ACCOUNT TOTAL                  |                       |                     |                          |         |     |       | 233.08   |        |             |                     |
| 001092 604900                  |                       |                     | OTHER PROFESSIONAL SERV. |         |     |       |          |        |             |                     |
| 003707                         | MS STATE/DEPT OF HEA  | 22-130759           | 0                        | 2022    | 10  | INV P | 180.00   | 071522 | 291821      | BOILER INSPECTIONS- |
| ACCOUNT TOTAL                  |                       |                     |                          |         |     |       | 180.00   |        |             |                     |
| 001092 630000                  |                       |                     | GAS                      |         |     |       |          |        |             |                     |
| 004321                         | SPIRE                 | G2022 7.5.22        | 0                        | 2022    | 10  | INV P | 20.00    | 071522 | 291880      | SPIRE (WILLMUT GAS) |
| ACCOUNT TOTAL                  |                       |                     |                          |         |     |       | 20.00    |        |             |                     |
| 001092 630500                  |                       |                     | ELECTRICITY              |         |     |       |          |        |             |                     |
| 003700                         | MS POWER COMPANY      | E2022 7.1.22        | 0                        | 2022    | 10  | INV P | 2,703.18 | 071522 | 291820      | MS POWER VARIOUS DE |
| ACCOUNT TOTAL                  |                       |                     |                          |         |     |       | 2,703.18 |        |             |                     |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      | ACCOUNT/VENDOR |     | INVOICE       | PO     | YEAR/PR | TYP | S     | WARRANT       | CHECK  | DESCRIPTION                |
|--------------------------------|----------------------|----------------|-----|---------------|--------|---------|-----|-------|---------------|--------|----------------------------|
| 001092                         | 644900               |                |     |               |        |         |     |       |               |        |                            |
| 002720                         | EDWARDS              | PROPERTY       | MGM | 8/2022        | 0      | 2022    | 10  | INV P | 1,100.00      | 071522 | 291736 LEASE - AUGUST 2022 |
|                                |                      |                |     |               |        |         |     |       | ACCOUNT TOTAL |        | 1,100.00                   |
|                                |                      |                |     |               |        |         |     |       | ORG 001092    | TOTAL  | 4,236.26                   |
| 001095                         |                      |                |     |               |        |         |     |       |               |        |                            |
| 001095                         | 602500               |                |     |               |        |         |     |       |               |        |                            |
| 003090                         | HICKS LAW FIRM, LLC  |                |     | 10531         | 0      | 2022    | 10  | INV P | 1,580.00      | 071522 | 291769 GENERAL FILE        |
| 003090                         | HICKS LAW FIRM, LLC  |                |     | 10532         | 0      | 2022    | 10  | INV P | 5,127.40      | 071522 | 291769 CLUB EMPIRE         |
|                                |                      |                |     |               |        |         |     |       | 6,707.40      |        |                            |
| 003637                         | MONTAGUE, PITTMAN &  |                |     | 48892         | 0      | 2022    | 10  | INV P | 500.00        | 071522 | 291816 GENERAL COUNSEL/CIV |
|                                |                      |                |     |               |        |         |     |       | ACCOUNT TOTAL |        | 7,207.40                   |
| 001095                         | 602701               |                |     |               |        |         |     |       |               |        |                            |
| 002037                         | AB SUPPORT SERVICES  |                |     | 3B2004        | 225007 | 2022    | 10  | INV P | 380.00        | 071522 | 291649 MB# 2021-1274 JANIT |
| 002523                         | COMCAST CABLEVISION  |                |     | 06/30-06/29   | 0      | 2022    | 10  | INV P | 184.24        | 071522 | 291708 CITY EMPLOYEE CLINI |
| 003576                         | MEDICAL ANALYSIS-GHV |                |     | 10828         | 0      | 2022    | 10  | INV P | 29,722.22     | 071522 | 291810                     |
|                                |                      |                |     |               |        |         |     |       | ACCOUNT TOTAL |        | 30,286.46                  |
| 001095                         | 606000               |                |     |               |        |         |     |       |               |        |                            |
| 002158                         | AT&T                 |                |     | L2022 6.20    | 0      | 2022    | 10  | INV P | 48.52         | 071522 | 291662 AT&T BLUE LIGHTS 60 |
| 002158                         | AT&T                 |                |     | L2022 6.28.22 | 0      | 2022    | 10  | INV P | 209.60        | 071522 | 291662 AT&T BLUE LIGHTS 6. |
|                                |                      |                |     |               |        |         |     |       | 258.12        |        |                            |
|                                |                      |                |     |               |        |         |     |       | ACCOUNT TOTAL |        | 258.12                     |
| 001095                         | 615500               |                |     |               |        |         |     |       |               |        |                            |
| 047754                         | HATTIESBURG PUBLIC S |                |     | HPD ADVER5    | 0      | 2022    | 9   | INV P | 5,000.00      | 071522 | 291765 ADVERTISEMENT/HPD F |
|                                |                      |                |     |               |        |         |     |       | ACCOUNT TOTAL |        | 5,000.00                   |
|                                |                      |                |     |               |        |         |     |       | ORG 001095    | TOTAL  | 42,751.98                  |
| 001096                         |                      |                |     |               |        |         |     |       |               |        |                            |
| 001096                         | 502000               |                |     |               |        |         |     |       |               |        |                            |
| 002383                         | C D W GOVERNMENT     |                |     | W653886       | 227779 | 2022    | 10  | INV P | 540.59        | 071522 | 291685 LAPTOP & PRINTER FO |
|                                |                      |                |     |               |        |         |     |       | ACCOUNT TOTAL |        | 540.59                     |
|                                |                      |                |     |               |        |         |     |       | ORG 001096    | TOTAL  | 540.59                     |



## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      | ACCOUNT/VENDOR    |                | INVOICE | PO     | YEAR/PR | TYP | S     | WARRANT  | CHECK  | DESCRIPTION                |
|--------------------------------|----------------------|-------------------|----------------|---------|--------|---------|-----|-------|----------|--------|----------------------------|
| 001100                         |                      |                   |                |         |        |         |     |       |          |        | POLICE/PUB.SFTY            |
| 001100                         | 505000               |                   |                |         |        |         |     |       |          |        | SUBSCRIPTIONS,MAGS,MAPS    |
| 047599                         | CRASH DATA GROUP     |                   | INV11249       |         | 0      | 2022    | 10  | INV P | 1,250.00 | 071522 | 291717 ANNUAL BOSH CDR SUB |
|                                |                      |                   |                |         |        |         |     |       | 1,250.00 |        | ACCOUNT TOTAL              |
| 001100                         | 510000               |                   |                |         |        |         |     |       |          |        | CLEANING/JANITORIAL SPLY   |
| 003772                         | NEWELL PAPER COMPANY | 4134174           |                |         | 228581 | 2022    | 10  | INV P | 134.20   | 071522 | 291827 MOP HANDLES & HEADS |
| 003772                         | NEWELL PAPER COMPANY | 4134314           |                |         | 228601 | 2022    | 10  | INV P | 730.90   | 071522 | 291827 JANITORIAL SUPPLIES |
|                                |                      |                   |                |         |        |         |     |       | 865.10   |        |                            |
|                                |                      |                   |                |         |        |         |     |       | 865.10   |        | ACCOUNT TOTAL              |
| 001100                         | 525000               |                   |                |         |        |         |     |       |          |        | GAS AND OIL                |
| 002443                         | CERTIFIED LABORATORI | 7848798           |                |         | 228639 | 2022    | 10  | INV P | 2,994.45 | 071522 | 291692 OIL FOR SHOP-HPD    |
| 002869                         | FUELMAN OF MS        |                   | NP62463969     |         | 0      | 2022    | 10  | INV P | 169.41   | 071522 | 291750 OFF SITE FUEL CHARG |
|                                |                      |                   |                |         |        |         |     |       | 3,163.86 |        | ACCOUNT TOTAL              |
| 001100                         | 535500               |                   |                |         |        |         |     |       |          |        | WEARING APPAREL            |
| 004017                         | REGIONS CARDHOLDER S | 1346 - 06-30-2022 |                |         | 0      | 2022    | 10  | INV P | 382.98   | 071522 | 291853 1346 - 06-30-2022 C |
| 047040                         | BOOT COUNTRY         |                   | 00010000026315 |         | 228762 | 2022    | 10  | INV P | 199.99   | 071522 | 291679 BOOTS FOR ROCKHOLD- |
|                                |                      |                   |                |         |        |         |     |       | 582.97   |        | ACCOUNT TOTAL              |
| 001100                         | 559000               |                   |                |         |        |         |     |       |          |        | OTHER OPERATING MATL/SPLY  |
| 003543                         | MCELHANEY PLUMBING I | 292709            |                |         | 228578 | 2022    | 9   | INV P | 148.89   | 071522 | 291809 REPAIR PARTS FOR SE |
| 003587                         | MID SOUTH GLASS INC  | 0049487           |                |         | 226686 | 2022    | 9   | INV P | 1,979.00 | 071522 | 291813 DOORS FOR SERVICE C |
| 003681                         | MS FIRE & SAFETY OF  | 78776             |                |         | 0      | 2022    | 10  | INV P | 879.00   | 071522 | 291819 SERVE & CERTIFICATI |
|                                |                      |                   |                |         |        |         |     |       | 3,006.89 |        | ACCOUNT TOTAL              |
| 001100                         | 570000               |                   |                |         |        |         |     |       |          |        | MTR VEHICLE REP. PTS/SPL   |
| 002060                         | ADVANCE AUTO PARTS   | 5604128435088     |                |         | 225117 | 2022    | 10  | INV P | 1,474.01 | 071522 | 291650 REPAIR PARTS FOR VA |
| 002060                         | ADVANCE AUTO PARTS   | 5604129435693     |                |         | 225273 | 2022    | 10  | INV P | 774.75   | 071522 | 291650 REPAIR PARTS STK, 2 |
| 002060                         | ADVANCE AUTO PARTS   | 5604131345728     |                |         | 225529 | 2022    | 10  | INV P | 1,526.08 | 071522 | 291650 REPAIR PARTS FOR VA |
| 002060                         | ADVANCE AUTO PARTS   | 5604133337525     |                |         | 225707 | 2022    | 10  | INV P | 812.65   | 071522 | 291650 REPAIR PARTS FOR VA |
| 002060                         | ADVANCE AUTO PARTS   | 5604133537644     |                |         | 225800 | 2022    | 10  | INV P | 1,262.70 | 071522 | 291650 REPAIR PARTS FOR VA |
| 002060                         | ADVANCE AUTO PARTS   | 5604133737734     |                |         | 225833 | 2022    | 10  | INV P | 1,062.01 | 071522 | 291650 REPAIR PARTS FOR VA |
| 002060                         | ADVANCE AUTO PARTS   | 5604214575323     |                |         | 228117 | 2022    | 10  | INV P | 239.03   | 071522 | 291650 BATTERY FOR UNIT#20 |
| 002060                         | ADVANCE AUTO PARTS   | 5604214575324     |                |         | 228090 | 2022    | 10  | INV P | 25.73    | 071522 | 291650 REPAIR PARTS FOR UN |
| 002060                         | ADVANCE AUTO PARTS   | 5604216475716     |                |         | 228347 | 2022    | 10  | INV P | 909.47   | 071522 | 291650 REPAIR PARTS FOR ST |
| 002060                         | ADVANCE AUTO PARTS   | 5604217976181     |                |         | 228616 | 2022    | 10  | INV P | 246.67   | 071522 | 291650 REPAIR PARTS FOR UN |
| 002060                         | ADVANCE AUTO PARTS   | 5604217976182     |                |         | 228615 | 2022    | 10  | INV P | 69.52    | 071522 | 291650 REPAIR PARTS FOR UN |
| 002060                         | ADVANCE AUTO PARTS   | 5604218076201     |                |         | 228614 | 2022    | 10  | INV P | 4,821.24 | 071522 | 291650 REMAN ENGINE FOR UN |
| 002060                         | ADVANCE AUTO PARTS   | 5604218643953     |                |         | 228686 | 2022    | 10  | INV P | 714.44   | 071522 | 291650 REPAIR PARTS FOR UN |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      |                     |        |         |     |                          |           |        |             |                     |  |
|--------------------------------|----------------------|---------------------|--------|---------|-----|--------------------------|-----------|--------|-------------|---------------------|--|
| ACCOUNT/VENDOR                 |                      | INVOICE             | PO     | YEAR/PR | TYP | S                        | WARRANT   | CHECK  | DESCRIPTION |                     |  |
|                                |                      |                     |        |         |     |                          | 13,938.30 |        |             |                     |  |
| 002648                         | DELTA FOREMOST CHEMI | 190810              | 228081 | 2022 10 | INV | P                        | 707.20    | 071522 | 291726      | CAR WASH CLEANER-HP |  |
| 003915                         | PINE BELT CDJR, INC  | 67571               | 228587 | 2022 10 | INV | P                        | 240.00    | 071522 | 291840      | REPAIR PART FOR UNI |  |
| 004514                         | UNIVERSITY TIRE & SE | INV197939           | 228617 | 2022 9  | INV | P                        | 2,196.00  | 071522 | 291898      | TIRES FOR STOCK-HPD |  |
| ACCOUNT TOTAL                  |                      |                     |        |         |     |                          | 17,081.50 |        |             |                     |  |
| 001100                         | 604900               |                     |        |         |     | OTHER PROFESSIONAL SERV. |           |        |             |                     |  |
| 002160                         | AT&T MOBILITY        | 287308925627X070522 | 0      | 2022 10 | INV | P                        | 6,356.57  | 071522 | 291666      | MB2016-287/HPD GEOT |  |
| 002523                         | COMCAST CABLEVISION  | 07.01.22-07.31.22   | 0      | 2022 10 | INV | P                        | 114.62    | 071522 | 291708      | CONVERTER BOX LEASE |  |
| 003707                         | MS STATE/DEPT OF HEA | 22-130785           | 0      | 2022 10 | INV | P                        | 90.00     | 071522 | 291821      | BOILER INSPECTIONS- |  |
| 003825                         | OWENS BUSINESS MACHI | 445415              | 228591 | 2022 9  | INV | P                        | 565.00    | 071522 | 291832      | COPIER REPAIR IN AC |  |
| 004008                         | RAYNER, JACK         | 06292022            | 0      | 2022 9  | INV | P                        | 1,200.00  | 071522 | 291852      | POLYGRAPY FOR LATER |  |
| 004017                         | REGIONS CARDHOLDER S | 1346 - 06-30-2022   | 0      | 2022 10 | INV | P                        | 2,385.00  | 071522 | 291853      | 1346 - 06-30-2022 C |  |
| 004017                         | REGIONS CARDHOLDER S | 9492 - 06-30-2022   | 0      | 2022 10 | INV | P                        | 48.15     | 071522 | 291853      | 9492 06-30-2022 CRE |  |
|                                |                      |                     |        |         |     |                          | 2,433.15  |        |             |                     |  |
| 004453                         | TRANSUNION RISK AND  | 362606-202206-1     | 0      | 2022 10 | INV | P                        | 388.40    | 071522 | 291890      | ONLINE INVESTIGATIO |  |
| ACCOUNT TOTAL                  |                      |                     |        |         |     |                          | 11,147.74 |        |             |                     |  |
| 001100                         | 604921               |                     |        |         |     | NOLA EXPENSE             |           |        |             |                     |  |
| 004017                         | REGIONS CARDHOLDER S | 2080 - 06-30-2022   | 0      | 2022 10 | INV | P                        | 491.09    | 071522 | 291853      | 2080 -06-30-2022 CR |  |
| ACCOUNT TOTAL                  |                      |                     |        |         |     |                          | 491.09    |        |             |                     |  |
| 001100                         | 606000               |                     |        |         |     | TELEPHONE AND TELEGRAPH  |           |        |             |                     |  |
| 002158                         | AT&T                 | L2022 6/28/22       | 0      | 2022 10 | INV | P                        | 202.00    | 071522 | 291662      | AT&T 601.M23.9055.0 |  |
| 002158                         | AT&T                 | L2022-06/24         | 0      | 2022 10 | INV | P                        | 413.50    | 071522 | 291662      | AT&T-DEPT OF PUBLIC |  |
|                                |                      |                     |        |         |     |                          | 615.50    |        |             |                     |  |
| 002160                         | AT&T MOBILITY        | 287289913717X070522 | 0      | 2022 10 | INV | P                        | 7,132.42  | 071522 | 291665      | MB2016-287/WIRELESS |  |
| ACCOUNT TOTAL                  |                      |                     |        |         |     |                          | 7,747.92  |        |             |                     |  |
| 001100                         | 606900               |                     |        |         |     | NETWORK WIRELESS         |           |        |             |                     |  |
| 002613                         | DAKTECH COMPUTERS    | INV0344606          | 228716 | 2022 10 | INV | P                        | 135.00    | 071522 | 291720      | CARD FOR SERVICE CE |  |
| ACCOUNT TOTAL                  |                      |                     |        |         |     |                          | 135.00    |        |             |                     |  |
| 001100                         | 611000               |                     |        |         |     | TRAVEL EXPENSE           |           |        |             |                     |  |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      |                      |        |                          |     |   |          |        |        |                     |  |
|--------------------------------|----------------------|----------------------|--------|--------------------------|-----|---|----------|--------|--------|---------------------|--|
| ACCOUNT/VENDOR                 |                      | INVOICE              | PO     | YEAR/PR                  | TYP | S | WARRANT  |        | CHECK  | DESCRIPTION         |  |
| 002493                         | CLINTON JAMES        | 5.2.22-5.6.22 CLINTO | 0      | 2022 10                  | INV | P | 230.00   | 071522 | 291705 | TRAVEL REIMBURSEMEN |  |
| 004210                         | SIMS, JULIUS HARDY   | 94110T/SIMS          | 0      | 2022 10                  | INV | P | 690.00   | 071522 | 291867 | TRAVEL ADVANCE FOR  |  |
| 048593                         | JAK VARNADO          | 93700T/VARNADO       | 0      | 2022 10                  | INV | P | 559.00   | 071522 | 291779 | TRAVEL ADVANCE VARN |  |
| 048968                         | FONTAINE, MITCHELL   | 93710T/FONTAINE, M   | 0      | 2022 10                  | INV | P | 559.00   | 071522 | 291746 | TRAVEL ADVANCE LESS |  |
| ACCOUNT TOTAL                  |                      |                      |        |                          |     |   | 2,038.00 |        |        |                     |  |
| 001100                         | 630500               |                      |        | ELECTRICITY              |     |   |          |        |        |                     |  |
| 003700                         | MS POWER COMPANY     | E2022 7.1.22         | 0      | 2022 10                  | INV | P | 6,250.55 | 071522 | 291820 | MS POWER VARIOUS DE |  |
| ACCOUNT TOTAL                  |                      |                      |        |                          |     |   | 6,250.55 |        |        |                     |  |
| 001100                         | 638400               |                      |        | MOTOR VEHICLE EQ. R&M    |     |   |          |        |        |                     |  |
| 002169                         | AUTOMOTIVE GLASS SPE | I251122              | 228775 | 2022 10                  | INV | P | 265.00   | 071522 | 291670 | WINDOW REPAIR TO UN |  |
| 003861                         | PATTERSON AUTO ELECT | 81492                | 0      | 2022 9                   | INV | P | 1,726.66 | 071522 | 291834 | ADDITIONAL REPAIRS  |  |
| 003861                         | PATTERSON AUTO ELECT | 81502                | 228671 | 2022 10                  | INV | P | 645.00   | 071522 | 291834 | REPAIRS TO UNIT#171 |  |
|                                |                      |                      |        |                          |     |   | 2,371.66 |        |        |                     |  |
| 004514                         | UNIVERSITY TIRE & SE | INV198151            | 228685 | 2022 10                  | INV | P | 472.00   | 071522 | 291898 | TIRES FOR UNIT#1545 |  |
| ACCOUNT TOTAL                  |                      |                      |        |                          |     |   | 3,108.66 |        |        |                     |  |
| 001100                         | 639800               |                      |        | TOW IN CHARGES           |     |   |          |        |        |                     |  |
| 003389                         | LARRY'S WRECKER SERV | 9697                 | 0      | 2022 10                  | INV | P | 55.00    | 071522 | 291797 | TOWING OF UNIT#1820 |  |
| 003389                         | LARRY'S WRECKER SERV | 9813                 | 0      | 2022 10                  | INV | P | 55.00    | 071522 | 291797 | TOWING OF CAR FOR P |  |
| 003389                         | LARRY'S WRECKER SERV | 9814                 | 0      | 2022 10                  | INV | P | 55.00    | 071522 | 291797 | TOWING OF UNIT#1774 |  |
|                                |                      |                      |        |                          |     |   | 165.00   |        |        |                     |  |
| ACCOUNT TOTAL                  |                      |                      |        |                          |     |   | 165.00   |        |        |                     |  |
| 001100                         | 641000               |                      |        | OFFICE EQUIPMENT RENT    |     |   |          |        |        |                     |  |
| 004057                         | RJ YOUNG COMPANY     | INV4751293           | 0      | 2022 10                  | INV | P | 489.54   | 071522 | 291856 | MB#2021-285 DETECTI |  |
| 004057                         | RJ YOUNG COMPANY     | INV4791534           | 0      | 2022 10                  | INV | P | 360.21   | 071522 | 291856 | MB#2021-285 ADMIN.  |  |
| 004057                         | RJ YOUNG COMPANY     | INV4798317           | 0      | 2022 10                  | INV | P | 487.60   | 071522 | 291856 | MB#2021-285 DETECTI |  |
| 004057                         | RJ YOUNG COMPANY     | INV4838307           | 0      | 2022 10                  | INV | P | 250.00   | 071522 | 291856 | 2021-285 ADMIN COPI |  |
| 004057                         | RJ YOUNG COMPANY     | INV4848380           | 0      | 2022 10                  | INV | P | 520.13   | 071522 | 291856 | MB#2021-285 DETECTI |  |
|                                |                      |                      |        |                          |     |   | 2,107.48 |        |        |                     |  |
| ACCOUNT TOTAL                  |                      |                      |        |                          |     |   | 2,107.48 |        |        |                     |  |
| 001100                         | 684500               |                      |        | REGISTRATION FEE/TUITION |     |   |          |        |        |                     |  |
| 004017                         | REGIONS CARDHOLDER S | 1346 - 06-30-2022    | 0      | 2022 10                  | INV | P | 495.00   | 071522 | 291853 | 1346 - 06-30-2022 C |  |
| ACCOUNT TOTAL                  |                      |                      |        |                          |     |   | 495.00   |        |        |                     |  |

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      | INVOICE           |                 | PO     | YEAR/PR                   | TYP     | S | WARRANT   | CHECK  | DESCRIPTION                |
|--------------------------------|----------------------|-------------------|-----------------|--------|---------------------------|---------|---|-----------|--------|----------------------------|
| 001100                         | 739900               |                   |                 |        | OTHER EQUIPMENT           |         |   |           |        |                            |
| 003004                         | HARBOR FREIGHT TOOLS | 01715643          |                 | 228644 | 2022 10                   | INV     | P | 109.99    | 071522 | 291762 STORAGE RACK FOR SH |
|                                |                      |                   |                 |        | ACCOUNT TOTAL             |         |   | 109.99    |        |                            |
|                                |                      |                   |                 |        | ORG 001100                | TOTAL   |   | 59,746.75 |        |                            |
| 001131                         |                      |                   | JOINT P&F TRNG. |        |                           |         |   |           |        |                            |
| 001131                         | 501000               |                   |                 |        | OTHER EXPENDABLE          | OFF.SPL |   |           |        |                            |
| 002500                         | COCA COLA BOTTLING C | 19905201690       |                 | 228665 | 2022 10                   | INV     | P | 192.00    | 071522 | 291706 P/F POWER AID FOR R |
| 002920                         | GRAINGER             | 9361944607        |                 | 228633 | 2022 10                   | INV     | P | 84.03     | 071522 | 291756 P/F OFFICE SUPPLIES |
|                                |                      |                   |                 |        | ACCOUNT TOTAL             |         |   | 276.03    |        |                            |
| 001131                         | 511500               |                   |                 |        | FOOD                      |         |   |           |        |                            |
| 004017                         | REGIONS CARDHOLDER S | 1286 - 06-30-2022 |                 | 0      | 2022 10                   | INV     | P | 213.33    | 071522 | 291853 1286 - 06-30-2022 C |
|                                |                      |                   |                 |        | ACCOUNT TOTAL             |         |   | 213.33    |        |                            |
| 001131                         | 559000               |                   |                 |        | OTHER OPERATING MATL/SPLY |         |   |           |        |                            |
| 002203                         | BARNEY'S INC         | 00152376-0        |                 | 228479 | 2022 10                   | INV     | P | 552.00    | 071522 | 291674 P/F SIMUNITION ROUN |
| 003242                         | JEFCOAT FENCE OF HAT | 0023882           |                 | 228391 | 2022 9                    | INV     | P | 875.69    | 071522 | 291781 P/F FENCE REPAIR    |
|                                |                      |                   |                 |        | ACCOUNT TOTAL             |         |   | 1,427.69  |        |                            |
| 001131                         | 560500               |                   |                 |        | ELECTRICAL SUPPLIES       |         |   |           |        |                            |
| 047717                         | MAYFIELD HEATING     | 77313             |                 | 0      | 2022 10                   | INV     | P | 401.75    | 071522 | 291807 P/F A/C REPAIR AT L |
|                                |                      |                   |                 |        | ACCOUNT TOTAL             |         |   | 401.75    |        |                            |
| 001131                         | 599000               |                   |                 |        | OTHER REPAIR/MAINT. SPL.  |         |   |           |        |                            |
| 047717                         | MAYFIELD HEATING     | 77130             |                 | 0      | 2022 10                   | INV     | P | 768.45    | 071522 | 291807 P/F REPAIR A/C UNIT |
|                                |                      |                   |                 |        | ACCOUNT TOTAL             |         |   | 768.45    |        |                            |
| 001131                         | 6110FR               |                   |                 |        | MINOR EQUIPMENT-FIRE      |         |   |           |        |                            |
| 002514                         | COLLINS, BARRY A     | 9392              |                 | 0      | 2022 10                   | INV     | P | 684.64    | 071522 | 291707 P/F TRAV REIMB BC B |
|                                |                      |                   |                 |        | ACCOUNT TOTAL             |         |   | 684.64    |        |                            |
| 001131                         | 612000               |                   |                 |        | FREIGHT                   |         |   |           |        |                            |
| 002203                         | BARNEY'S INC         | 00152376-0        |                 | 228479 | 2022 10                   | INV     | P | 50.00     | 071522 | 291674 P/F SIMUNITION ROUN |
|                                |                      |                   |                 |        | ACCOUNT TOTAL             |         |   | 50.00     |        |                            |
| 001131                         | 630000               |                   |                 |        | GAS                       |         |   |           |        |                            |
| 004321                         | SPIRE                | G2022 7.5.22      |                 | 0      | 2022 10                   | INV     | P | 149.54    | 071522 | 291880 SPIRE (WILLMUT GAS) |
|                                |                      |                   |                 |        | ACCOUNT TOTAL             |         |   | 149.54    |        |                            |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      |            |  |        |                           |          |                 |        |                     |
|--------------------------------|----------------------|------------|--|--------|---------------------------|----------|-----------------|--------|---------------------|
| ACCOUNT/VENDOR                 |                      | INVOICE    |  | PO     | YEAR/PR TYP S             |          | WARRANT         | CHECK  | DESCRIPTION         |
| 001131                         | 639900               |            |  |        | OTHER REPAIRS AND MAINT.  |          |                 |        |                     |
| 003707                         | MS STATE/DEPT OF HEA | 22-130684  |  | 0      | 2022                      | 10 INV P | 30.00 071522    | 291821 | BOILER INSPECTIONS- |
| ACCOUNT TOTAL                  |                      |            |  |        |                           |          | 30.00           |        |                     |
| 001131                         | 644900               |            |  |        | OTHER RENT                |          |                 |        |                     |
| 004057                         | RJ YOUNG COMPANY     | INV4772926 |  | 0      | 2022                      | 9 INV P  | 321.40 071522   | 291856 | P/F COPIER RENTAL 0 |
| 004057                         | RJ YOUNG COMPANY     | INV4822134 |  | 0      | 2022                      | 9 INV P  | 198.00 071522   | 291856 | P/F COPIER RENTAL 0 |
|                                |                      |            |  |        |                           |          | 519.40          |        |                     |
| ACCOUNT TOTAL                  |                      |            |  |        |                           |          | 519.40          |        |                     |
| 001131                         | 6845FR               |            |  |        | REGISTRATION-FIRE         |          |                 |        |                     |
| 004331                         | STATE FIRE ACADEMY   | 29472      |  | 0      | 2022                      | 10 INV P | 50.00 071522    | 291884 | P/F REG FEE B.WELLS |
| 004331                         | STATE FIRE ACADEMY   | 29475      |  | 0      | 2022                      | 10 INV P | 100.00 071522   | 291884 | P/F REG FEE N.SUMRA |
| 004331                         | STATE FIRE ACADEMY   | 29483      |  | 0      | 2022                      | 10 INV P | 400.00 071522   | 291884 | P/F REG FEE D/PIERC |
|                                |                      |            |  |        |                           |          | 550.00          |        |                     |
| ACCOUNT TOTAL                  |                      |            |  |        |                           |          | 550.00          |        |                     |
| ORG 001131 TOTAL               |                      |            |  |        |                           |          | 5,070.83        |        |                     |
| 001160                         |                      |            |  |        | FIRE DIVISION             |          |                 |        |                     |
| 001160                         | 490000               |            |  |        | UNEMPLOYMENT BENEFITS     |          |                 |        |                     |
| 003709                         | MS STATE/EMP SECURIT | 202206     |  | 0      | 2022                      | 10 INV P | 157.80 071522   | 291822 | UNEMPLOYMENT CLAIMS |
| ACCOUNT TOTAL                  |                      |            |  |        |                           |          | 157.80          |        |                     |
| 001160                         | 510000               |            |  |        | CLEANING/JANITORIAL SPLV  |          |                 |        |                     |
| 002472                         | CINTAS FIRST AID J71 | 4123505461 |  | 0      | 2022                      | 9 INV P  | 75.49 071522    | 291696 | HFD JANITORIAL AND  |
| 002472                         | CINTAS FIRST AID J71 | 4124214805 |  | 0      | 2022                      | 10 INV P | 34.86 071522    | 291696 | HFD JANITORIAL AND  |
|                                |                      |            |  |        |                           |          | 110.35          |        |                     |
| ACCOUNT TOTAL                  |                      |            |  |        |                           |          | 110.35          |        |                     |
| 001160                         | 535500               |            |  |        | WEARING APPAREL           |          |                 |        |                     |
| 003744                         | NAFECO-NORTH AMERICA | 1154238    |  | 228624 | 2022                      | 10 INV P | 7,925.00 071522 | 291826 | HFD TURNOUTS FOR NE |
| ACCOUNT TOTAL                  |                      |            |  |        |                           |          | 7,925.00        |        |                     |
| 001160                         | 546000               |            |  |        | MINOR EQUIPMENT           |          |                 |        |                     |
| 002733                         | EMERGENCY EQUIPMENT  | 471667     |  | 228405 | 2022                      | 10 INV P | 2,918.44 071522 | 291737 | HFD UNIT # 20315 TH |
| ACCOUNT TOTAL                  |                      |            |  |        |                           |          | 2,918.44        |        |                     |
| 001160                         | 560000               |            |  |        | BUILDING MATERIALS & SPLV |          |                 |        |                     |
| 002672                         | DOLEAC ELECTRIC CO I | FS3X1      |  | 228542 | 2022                      | 10 INV P | 695.00 071522   | 291730 | HFD STATION 3 GENER |
| 002714                         | ECONOMY SUPPLY CO    | 078837     |  | 228611 | 2022                      | 10 INV P | 30.50 071522    | 291735 | HFD STATION 9 MEMOR |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      |                     |        |         |              |       |          |          |             |        |                     |
|--------------------------------|----------------------|---------------------|--------|---------|--------------|-------|----------|----------|-------------|--------|---------------------|
| ACCOUNT/VENDOR                 |                      | INVOICE             | PO     | YEAR/PR | TYP          | S     | WARRANT  | CHECK    | DESCRIPTION |        |                     |
| ACCOUNT TOTAL                  |                      |                     |        |         |              |       | 725.50   |          |             |        |                     |
| 001160                         | 570000               |                     |        | MTR     | VEHICLE      | REP.  | PTS/SPL  |          |             |        |                     |
| 002367                         | BURROUGHS DIESEL INC | 91736               | 228742 | 2022    | 10           | INV   | P        | 428.51   | 071522      | 291683 | HFD UNIT # 15064 AC |
| 002733                         | EMERGENCY EQUIPMENT  | 471744              | 226600 | 2022    | 10           | INV   | P        | 1,600.93 | 071522      | 291737 | HFD UNIT # 18098 RE |
| 002805                         | FERRARA FIRE APPARAT | INV000W0033016      | 228436 | 2022    | 9            | INV   | P        | 95.94    | 071522      | 291744 | HFD UNIT # 20919 LA |
| 003034                         | HATTIESBURG HYDRAULI | 95759               | 228829 | 2022    | 10           | INV   | P        | 16.24    | 071522      | 291764 | HFD UNIT # 18099 RE |
| 003818                         | O'REILLY AUTO PARTS  | 0943-407109         | 228660 | 2022    | 10           | INV   | P        | 443.67   | 071522      | 291829 | HFD UNIT # 19835 AC |
| 003818                         | O'REILLY AUTO PARTS  | 0943-407111         | 228654 | 2022    | 10           | INV   | P        | 61.10    | 071522      | 291829 | HFD SHOP SUPPLIES U |
| 003818                         | O'REILLY AUTO PARTS  | 0943-407949         | 228739 | 2022    | 10           | INV   | P        | 441.89   | 071522      | 291829 | HFD UNIT # 14694 AN |
|                                |                      |                     |        |         |              |       | 946.66   |          |             |        |                     |
| 004139                         | SCOTTS HYDRAULIC SER | 50874               | 228612 | 2022    | 9            | INV   | P        | 417.50   | 071522      | 291860 | HFD UNIT # 13560 HY |
| 004465                         | TRUCKPRO LLC         | 039-0705497         | 228584 | 2022    | 9            | INV   | P        | 222.99   | 071522      | 291893 | HFD UNIT # 20919 RE |
| ACCOUNT TOTAL                  |                      |                     |        |         |              |       | 3,728.77 |          |             |        |                     |
| 001160                         | 604900               |                     |        | OTHER   | PROFESSIONAL | SERV. |          |          |             |        |                     |
| 002160                         | AT&T MOBILITY        | 287290217384x070522 | 0      | 2022    | 10           | INV   | P        | 1,409.41 | 071522      | 291664 | MB2016-287/WIRELESS |
| 002905                         | GILLILANDS ELECTRONI | 7881                | 0      | 2022    | 9            | INV   | P        | 93.95    | 071522      | 291754 | HFD INSTALLATION OF |
| 002905                         | GILLILANDS ELECTRONI | 7882                | 0      | 2022    | 9            | INV   | P        | 93.95    | 071522      | 291754 | HFD INSTALLATION OF |
| 002905                         | GILLILANDS ELECTRONI | 7883                | 0      | 2022    | 9            | INV   | P        | 240.85   | 071522      | 291754 | HFD INSTALLATION OF |
| 002905                         | GILLILANDS ELECTRONI | 8105                | 0      | 2022    | 9            | INV   | P        | 102.73   | 071522      | 291754 | HFD INSTALLATION OF |
| 002905                         | GILLILANDS ELECTRONI | 8106                | 0      | 2022    | 9            | INV   | P        | 178.98   | 071522      | 291754 | HFD INSTALLATION OF |
| 002905                         | GILLILANDS ELECTRONI | 8112                | 0      | 2022    | 9            | INV   | P        | 343.98   | 071522      | 291754 | HFD INSTALLATION OF |
|                                |                      |                     |        |         |              |       | 1,054.44 |          |             |        |                     |
| ACCOUNT TOTAL                  |                      |                     |        |         |              |       | 2,463.85 |          |             |        |                     |
| 001160                         | 612000               |                     |        | FREIGHT |              |       |          |          |             |        |                     |
| 002367                         | BURROUGHS DIESEL INC | 91736               | 228742 | 2022    | 10           | INV   | P        | 140.00   | 071522      | 291683 | HFD UNIT # 15064 AC |
| 002733                         | EMERGENCY EQUIPMENT  | 471744              | 226600 | 2022    | 10           | INV   | P        | 560.00   | 071522      | 291737 | HFD UNIT # 18098 RE |
| 002798                         | FEDERAL EXPRESS      | 7-795-64990         | 0      | 2022    | 9            | INV   | P        | 22.90    | 071522      | 291743 | HFD SHIPPING PACKAG |
| 002798                         | FEDERAL EXPRESS      | 7-803-58000         | 0      | 2022    | 10           | INV   | P        | 17.28    | 071522      | 291743 | MESSENGER SERVICE/V |
|                                |                      |                     |        |         |              |       | 40.18    |          |             |        |                     |
| 002805                         | FERRARA FIRE APPARAT | INV000W0033016      | 228436 | 2022    | 9            | INV   | P        | 28.00    | 071522      | 291744 | HFD UNIT # 20919 LA |
| 003744                         | NAFECO-NORTH AMERICA | 1154238             | 228624 | 2022    | 10           | INV   | P        | 52.73    | 071522      | 291826 | HFD TURNOUTS FOR NE |
| 003744                         | NAFECO-NORTH AMERICA | 1154643             | 228624 | 2022    | 10           | INV   | P        | 12.36    | 071522      | 291826 | HFD TURNOUTS FOR NE |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |               | PO     | YEAR/PR | TYP | S | WARRANT         | CHECK  | DESCRIPTION         |
|--------------------------------|---------------|--------|---------|-----|---|-----------------|--------|---------------------|
| ACCOUNT/VENDOR                 | INVOICE       |        |         |     |   |                 |        |                     |
|                                |               |        |         |     |   | 65.09           |        |                     |
| 004139 SCOTTS HYDRAULIC SER    | 50874         | 228612 | 2022 9  | INV | P | 45.00 071522    | 291860 | HFD UNIT # 13560 HY |
| 004465 TRUCKPRO LLC            | 039-0705497   | 228584 | 2022 9  | INV | P | 2.57 071522     | 291893 | HFD UNIT # 20919 RE |
|                                | ACCOUNT TOTAL |        |         |     |   | 880.84          |        |                     |
| 001160 630000                  |               |        |         |     |   |                 |        |                     |
| 004321 SPIRE                   | G2022 6.28.22 | 0      | 2022 10 | INV | P | 121.64 071522   | 291880 | SPIRE FIRE STATION  |
| 004321 SPIRE                   | G2022 7.5.22  | 0      | 2022 10 | INV | P | 127.02 071522   | 291880 | SPIRE (WILLMUT GAS) |
|                                |               |        |         |     |   | 248.66          |        |                     |
|                                | ACCOUNT TOTAL |        |         |     |   | 248.66          |        |                     |
| 001160 630500                  |               |        |         |     |   |                 |        |                     |
| 003700 MS POWER COMPANY        | E2022 7.1.22  | 0      | 2022 10 | INV | P | 2,293.10 071522 | 291820 | MS POWER VARIOUS DE |
| 003873 PEARL RIVER VALLEY E    | 2022 24-JUN   | 0      | 2022 10 | INV | P | 1,031.71 071522 | 291836 | PEARL RIVER VALLEY  |
| 004282 SOUTHERN PINE ELECTR    | E2022 7.5.22  | 0      | 2022 10 | INV | P | 984.80 071522   | 291872 | SOUTHERN PINE VARIO |
|                                | ACCOUNT TOTAL |        |         |     |   | 4,309.61        |        |                     |
| 001160 631500                  |               |        |         |     |   |                 |        |                     |
| 002146 ARNOLD LINE WATER AS    | T2022 6.21.22 | 0      | 2022 10 | INV | P | 22.00 071522    | 291661 | ARNOLD LINE WATER H |
| 048680 RAWLS SPRINGS UTILIT    | T2022 6.15.22 | 0      | 2022 10 | INV | P | 54.06 071522    | 291850 | RAWLS SPRINGS UTILI |
|                                | ACCOUNT TOTAL |        |         |     |   | 76.06           |        |                     |
| 001160 635000                  |               |        |         |     |   |                 |        |                     |
| 002714 ECONOMY SUPPLY CO       | 077035        | 228180 | 2022 9  | INV | P | 1,730.00 071522 | 291735 | HFD STATION 5 BUILD |
| 002714 ECONOMY SUPPLY CO       | 077648        | 228404 | 2022 10 | INV | P | 20.00 071522    | 291735 | HFD STATION 5 BUILD |
|                                |               |        |         |     |   | 1,750.00        |        |                     |
| 048672 E-Z GARAGE DOOR SERV    | 2021101       | 227895 | 2022 9  | INV | P | 660.00 071522   | 291733 | HFD STATION 5 BAY D |
| 048672 E-Z GARAGE DOOR SERV    | 2021106       | 227775 | 2022 10 | INV | P | 2,200.00 071522 | 291733 | HFD STATION 4 BAY D |
|                                |               |        |         |     |   | 2,860.00        |        |                     |
|                                | ACCOUNT TOTAL |        |         |     |   | 4,610.00        |        |                     |
| 001160 638400                  |               |        |         |     |   |                 |        |                     |
| 002646 DELK'S TIRE SALES AN    | 39199         | 0      | 2022 10 | INV | P | 19.00 071522    | 291725 | HFD UNIT # 19835 FL |
| 004297 SOUTHERN TIRE MART (    | 2520097004    | 228613 | 2022 10 | INV | P | 47.00 071522    | 291875 | HFD UNIT # 18098 FL |
|                                | ACCOUNT TOTAL |        |         |     |   | 66.00           |        |                     |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      | ACCOUNT/VENDOR |   | INVOICE | PO  | YEAR/PR | TYP              | S      | WARRANT   | CHECK       | DESCRIPTION              |
|--------------------------------|----------------------|----------------|---|---------|-----|---------|------------------|--------|-----------|-------------|--------------------------|
| 001160                         | 639900               |                |   |         |     |         |                  |        |           |             |                          |
|                                |                      |                |   |         |     |         |                  |        |           |             | OTHER REPAIRS AND MAINT. |
| 003707                         | MS STATE/DEPT OF HEA | 22-130684      | 0 | 2022 10 | INV | P       | 360.00           | 071522 | 291821    |             | BOILER INSPECTIONS-      |
| 003707                         | MS STATE/DEPT OF HEA | 22-130759      | 0 | 2022 10 | INV | P       | 60.00            | 071522 | 291821    |             | BOILER INSPECTIONS-      |
|                                |                      |                |   |         |     |         | 420.00           |        |           |             |                          |
|                                |                      |                |   |         |     |         | ACCOUNT TOTAL    |        | 420.00    |             |                          |
| 001160                         | 641000               |                |   |         |     |         |                  |        |           |             |                          |
| 004050                         | RICOH CORP           | 5065005242     | 0 | 2022 10 | INV | P       | 72.65            | 071522 | 291855    |             | HFD FIRE ADMIN COPI      |
|                                |                      |                |   |         |     |         | ACCOUNT TOTAL    |        | 72.65     |             |                          |
| 001160                         | 642500               |                |   |         |     |         |                  |        |           |             |                          |
|                                |                      |                |   |         |     |         |                  |        |           |             | CYLINDER RENT            |
| 002071                         | AIRGAS USA LLC (NORD | 9987303137     | 0 | 2022 10 | INV | P       | 42.18            | 071522 | 291651    |             | HFD OXYGEN BOTTLE R      |
| 002071                         | AIRGAS USA LLC (NORD | 9989460609     | 0 | 2022 10 | INV | P       | 42.18            | 071522 | 291651    |             | HFD OXYGEN BOTTLE R      |
|                                |                      |                |   |         |     |         | 84.36            |        |           |             |                          |
| 004273                         | SOUTHERN GAS & SUPPL | 37071224       | 0 | 2022 10 | INV | P       | 89.06            | 071522 | 291871    |             | HFD OXYGEN BOTTLES       |
|                                |                      |                |   |         |     |         | ACCOUNT TOTAL    |        | 173.42    |             |                          |
| 001160                         | 643500               |                |   |         |     |         |                  |        |           |             |                          |
| 002472                         | CINTAS FIRST AID J71 | 4124215378     | 0 | 2022 10 | INV | P       | 39.38            | 071522 | 291696    |             | HFD FIRE ADMIN MAT       |
|                                |                      |                |   |         |     |         | ACCOUNT TOTAL    |        | 39.38     |             |                          |
|                                |                      |                |   |         |     |         | ORG 001160 TOTAL |        | 28,926.33 |             |                          |
| 001180                         |                      |                |   |         |     |         |                  |        |           |             | LAND DEVEL.ADM.          |
| 001180                         | 490000               |                |   |         |     |         |                  |        |           |             | UNEMPLOYMENT BENEFITS    |
| 003709                         | MS STATE/EMP SECURIT | 202206         | 0 | 2022 10 | INV | P       | 61.18            | 071522 | 291822    |             | UNEMPLOYMENT CLAIMS      |
|                                |                      |                |   |         |     |         | ACCOUNT TOTAL    |        | 61.18     |             |                          |
| 001180                         | 601800               |                |   |         |     |         |                  |        |           |             | LOT CLEARING             |
| 003718                         | MSP ENTERPRISES, LLC | 070522-10      | 0 | 2022 10 | INV | P       | 246.25           | 071522 | 291824    | MB 2021-340 | EXP LOT                  |
| 003718                         | MSP ENTERPRISES, LLC | 070522-11      | 0 | 2022 10 | INV | P       | 246.25           | 071522 | 291824    | MB 2021-340 | EXP LOT                  |
| 003718                         | MSP ENTERPRISES, LLC | 070522-12      | 0 | 2022 10 | INV | P       | 246.25           | 071522 | 291824    | MB 2021-340 | EXP LOT                  |
| 003718                         | MSP ENTERPRISES, LLC | 070522-13      | 0 | 2022 10 | INV | P       | 245.00           | 071522 | 291824    | MB 2021-340 | EXP LOT                  |
| 003718                         | MSP ENTERPRISES, LLC | 070522-14      | 0 | 2022 10 | INV | P       | 245.00           | 071522 | 291824    | MB 2021-340 | EXP LOT                  |
| 003718                         | MSP ENTERPRISES, LLC | 070522-15      | 0 | 2022 10 | INV | P       | 245.00           | 071522 | 291824    | MB 2021-340 | EXP LOT                  |
| 003718                         | MSP ENTERPRISES, LLC | 070522-16      | 0 | 2022 10 | INV | P       | 245.00           | 071522 | 291824    | MB 2021-340 | EXP LOT                  |
| 003718                         | MSP ENTERPRISES, LLC | 070522-2       | 0 | 2022 10 | INV | P       | 246.25           | 071522 | 291824    | MB 2021-340 | EXP LOT                  |
| 003718                         | MSP ENTERPRISES, LLC | 070522-3       | 0 | 2022 10 | INV | P       | 246.25           | 071522 | 291824    | MB 2021-340 | EXP LOT                  |
| 003718                         | MSP ENTERPRISES, LLC | 070522-4       | 0 | 2022 10 | INV | P       | 246.25           | 071522 | 291824    | MB 2021-340 | EXP LOT                  |
| 003718                         | MSP ENTERPRISES, LLC | 070522-5       | 0 | 2022 10 | INV | P       | 246.25           | 071522 | 291824    | MB 2021-340 | EXP LOT                  |
| 003718                         | MSP ENTERPRISES, LLC | 070522-6       | 0 | 2022 10 | INV | P       | 246.25           | 071522 | 291824    | MB 2021-340 | EXP LOT                  |
| 003718                         | MSP ENTERPRISES, LLC | 070522-7       | 0 | 2022 10 | INV | P       | 246.25           | 071522 | 291824    | MB 2021-340 | EXP LOT                  |
| 003718                         | MSP ENTERPRISES, LLC | 070522-8       | 0 | 2022 10 | INV | P       | 246.25           | 071522 | 291824    | MB 2021-340 | EXP LOT                  |



## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                         | ACCOUNT/VENDOR    |   | INVOICE                  | PO  | YEAR/PR | TYP | S | WARRANT    | CHECK  | DESCRIPTION                |
|--------------------------------|-------------------------|-------------------|---|--------------------------|-----|---------|-----|---|------------|--------|----------------------------|
| 003718                         | MSP ENTERPRISES, LLC    | 070522-9          | 0 | 2022 10                  | INV | P       |     |   | 246.25     | 071522 | 291824 MB 2021-340 EXP LOT |
|                                |                         |                   |   |                          |     |         |     |   | 3,688.75   |        |                            |
|                                |                         |                   |   | ACCOUNT TOTAL            |     |         |     |   | 3,688.75   |        |                            |
| 001180                         | 611000                  |                   |   | TRAVEL EXPENSE           |     |         |     |   |            |        |                            |
| 048782                         | BATES JAMES KEVIN       | BOAM 2022 SOS     | 0 | 2022 10                  | INV | P       |     |   | 88.96      | 071522 | 291675 PAYMENT PER SOS FRO |
|                                |                         |                   |   | ACCOUNT TOTAL            |     |         |     |   | 88.96      |        |                            |
| 001180                         | 638400                  |                   |   | MOTOR VEHICLE EQ. R&M    |     |         |     |   |            |        |                            |
| 004514                         | UNIVERSITY TIRE & SE    | 198169            | 0 | 2022 10                  | INV | P       |     |   | 350.23     | 071522 | 291898 UNIT # 17527 2 TIRE |
|                                |                         |                   |   | ACCOUNT TOTAL            |     |         |     |   | 350.23     |        |                            |
| 001180                         | 684500                  |                   |   | REGISTRATION FEE/TUITION |     |         |     |   |            |        |                            |
| 004017                         | REGIONS CARDHOLDER S    | 1346 - 06-30-2022 | 0 | 2022 10                  | INV | P       |     |   | 200.00     | 071522 | 291853 1346 - 06-30-2022 C |
| 004017                         | REGIONS CARDHOLDER S    | 1708 - 06-30-2022 | 0 | 2022 10                  | INV | P       |     |   | 241.00     | 071522 | 291853 1708 - 06-30-2022 C |
|                                |                         |                   |   |                          |     |         |     |   | 441.00     |        |                            |
|                                |                         |                   |   | ACCOUNT TOTAL            |     |         |     |   | 441.00     |        |                            |
|                                |                         |                   |   | ORG 001180 TOTAL         |     |         |     |   | 4,630.12   |        |                            |
| 001190                         |                         |                   |   | P/S CONTRAC.SER          |     |         |     |   |            |        |                            |
| 001190                         | 681500                  |                   |   | JAIL EXPENSE             |     |         |     |   |            |        |                            |
| 002851                         | FORREST CTY SUPERVIS    | 5.1.22-5.31.22    | 0 | 2022 10                  | INV | P       |     |   | 96,194.63  | 071522 | 291748 HOUSING OF INMATES  |
| 003371                         | LAMAR CTY SHERIFF       | 04.01.22-04.30.22 | 0 | 2022 9                   | INV | P       |     |   | 30.00      | 071522 | 291792 HOUSING OF INMATES  |
|                                |                         |                   |   | ACCOUNT TOTAL            |     |         |     |   | 96,224.63  |        |                            |
| 001190                         | 686500                  |                   |   | EMERGENCY MGMT.CONTRIB.  |     |         |     |   |            |        |                            |
| 002734                         | EMERGENCY MANAGEMENT QE | 093022            | 0 | 2022 10                  | INV | P       |     |   | 35,000.00  | 071522 | 291738 CONTRIBUTION Q/E 9/ |
|                                |                         |                   |   | ACCOUNT TOTAL            |     |         |     |   | 35,000.00  |        |                            |
| 001190                         | 699900                  |                   |   | SERVICES NOT SPECIFIED   |     |         |     |   |            |        |                            |
| 003371                         | LAMAR CTY SHERIFF       | 06.01.22-07.01.22 | 0 | 2022 10                  | INV | P       |     |   | 60.00      | 071522 | 291792 HOUSING OF INMATES  |
|                                |                         |                   |   | ACCOUNT TOTAL            |     |         |     |   | 60.00      |        |                            |
|                                |                         |                   |   | ORG 001190 TOTAL         |     |         |     |   | 131,284.63 |        |                            |
| 001191                         |                         |                   |   | TRAFFIC MAINT.           |     |         |     |   |            |        |                            |
| 001191                         | 545000                  |                   |   | HAND TOOLS               |     |         |     |   |            |        |                            |
| 004017                         | REGIONS CARDHOLDER S    | 2080 - 06-30-2022 | 0 | 2022 10                  | INV | P       |     |   | 92.00      | 071522 | 291853 2080 -06-30-2022 CR |
|                                |                         |                   |   | ACCOUNT TOTAL            |     |         |     |   | 92.00      |        |                            |

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      | INVOICE     |  | PO     | YEAR/PR                   | TYP | S | WARRANT       | CHECK  | DESCRIPTION         |
|--------------------------------|----------------------|-------------|--|--------|---------------------------|-----|---|---------------|--------|---------------------|
| 001191                         | 554000               |             |  |        | TRAFFIC CONTROL EQ. SPLY. |     |   |               |        |                     |
| 003953                         | POWELL CONSTRUCTION  | 3338        |  | 0      | 2022 10 INV P             |     |   | 712.50 071522 | 291843 | POWELL'S CONSTRUCTI |
|                                | ACCOUNT TOTAL        |             |  |        |                           |     |   | 712.50        |        |                     |
| 001191                         | 554500               |             |  |        | TRAFFIC SIGNS             |     |   |               |        |                     |
| 004316                         | SPEEDY PRINTING & SI | 30410       |  | 228570 | 2022 9 INV P              |     |   | 76.50 071522  | 291879 | TRAFFIC STREET MARK |
|                                | ACCOUNT TOTAL        |             |  |        |                           |     |   | 76.50         |        |                     |
| 001191                         | 559000               |             |  |        | OTHER OPERATING MATL/SPLY |     |   |               |        |                     |
| 003473                         | M M C MATERIALS INC- | 754108      |  | 227284 | 2022 9 INV P              |     |   | 654.00 071522 | 291802 | TRAFFIC CONCRETE-0  |
|                                | ACCOUNT TOTAL        |             |  |        |                           |     |   | 654.00        |        |                     |
| 001191                         | 570000               |             |  |        | MTR VEHICLE REP. PTS/SPL  |     |   |               |        |                     |
| 002413                         | CARQUEST AUTO PARTS  | 14758-13227 |  | 228572 | 2022 10 INV P             |     |   | 177.90 071522 | 291686 | TRAFFIC BRAKE PADS  |
|                                | ACCOUNT TOTAL        |             |  |        |                           |     |   | 177.90        |        |                     |
| 001191                         | 639900               |             |  |        | OTHER REPAIRS AND MAINT.  |     |   |               |        |                     |
| 003707                         | MS STATE/DEPT OF HEA | 22-130759   |  | 0      | 2022 10 INV P             |     |   | 90.00 071522  | 291821 | BOILER INSPECTIONS- |
|                                | ACCOUNT TOTAL        |             |  |        |                           |     |   | 90.00         |        |                     |
| 001191                         | 643000               |             |  |        | UNIFORM RENT              |     |   |               |        |                     |
| 002471                         | CINTAS CORPORATION # | 4124212686  |  | 0      | 2022 10 INV P             |     |   | 25.00 071522  | 291695 | TRAFFIC UNIFORM SC  |
| 002471                         | CINTAS CORPORATION # | 4124876718  |  | 0      | 2022 10 INV P             |     |   | 25.00 071522  | 291695 | TRAFFIC SC/82000447 |
|                                |                      |             |  |        |                           |     |   | 50.00         |        |                     |
|                                | ACCOUNT TOTAL        |             |  |        |                           |     |   | 50.00         |        |                     |
| 001191                         | 643500               |             |  |        | MOP-MAT-RAG RENT          |     |   |               |        |                     |
| 002471                         | CINTAS CORPORATION # | 4124212392  |  | 0      | 2022 10 INV P             |     |   | 7.70 071522   | 291695 | TRAFFIC MATS SC/    |
| 002471                         | CINTAS CORPORATION # | 4124876248  |  | 0      | 2022 10 INV P             |     |   | 7.70 071522   | 291695 | TRAFFIC SC/820004   |
|                                |                      |             |  |        |                           |     |   | 15.40         |        |                     |
|                                | ACCOUNT TOTAL        |             |  |        |                           |     |   | 15.40         |        |                     |
| 001191                         | 687000               |             |  |        | CUSTODIAL SERVICE         |     |   |               |        |                     |
| 002037                         | AB SUPPORT SERVICES  | 4B1004      |  | 225889 | 2022 10 INV P             |     |   | 325.00 071522 | 291649 | MB# 2022-58 JANITOR |
|                                | ACCOUNT TOTAL        |             |  |        |                           |     |   | 325.00        |        |                     |
|                                | ORG 001191           | TOTAL       |  |        |                           |     |   | 2,193.30      |        |                     |
| 001201                         |                      |             |  |        | STREET DIV.               |     |   |               |        |                     |
| 001201                         | 510000               |             |  |        | CLEANING/JANITORIAL SPLY  |     |   |               |        |                     |
| 004634                         | WHEELER'S JANITORIAL | 10208       |  | 228390 | 2022 10 INV P             |     |   | 843.20 071522 | 291907 | JANITORIAL SUPPLIES |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |             |             |            |                           |               |         |     |          |          |        |                            |
|--------------------------------|-------------|-------------|------------|---------------------------|---------------|---------|-----|----------|----------|--------|----------------------------|
| ACCOUNT/VENDOR                 |             |             |            | INVOICE                   | PO            | YEAR/PR | TYP | S        | WARRANT  | CHECK  | DESCRIPTION                |
|                                |             |             |            |                           | ACCOUNT TOTAL |         |     | 843.20   |          |        |                            |
| 001201                         | 511000      |             |            | HOUSEHOLD SUPPLIES        |               |         |     |          |          |        |                            |
| 002957                         | GROVER      | BROS        | RESTAURA   | 35283                     | 228675        | 2022 10 | INV | P        | 25.00    | 071522 | 291759 SCOOP FMP MODEL 133 |
|                                |             |             |            |                           | ACCOUNT TOTAL |         |     | 25.00    |          |        |                            |
| 001201                         | 540000      |             |            | ASPHALT & ASPHALT PROD.   |               |         |     |          |          |        |                            |
| 004586                         | WARREN      | PAVING      | INC        | 63909                     | 0             | 2022 10 | INV | P        | 242.03   | 071522 | 291902 USED ASPHALT        |
| 004586                         | WARREN      | PAVING      | INC        | 64148                     | 0             | 2022 10 | INV | P        | 547.36   | 071522 | 291902 USED ASPHALT        |
| 004586                         | WARREN      | PAVING      | INC        | 64158                     | 0             | 2022 10 | INV | P        | 291.18   | 071522 | 291902 USED ASPHALT        |
|                                |             |             |            |                           |               |         |     | 1,080.57 |          |        |                            |
|                                |             |             |            |                           | ACCOUNT TOTAL |         |     | 1,080.57 |          |        |                            |
| 001201                         | 540500      |             |            | CONCRETE, CEMENT, ETC.    |               |         |     |          |          |        |                            |
| 047525                         | DELTA       | INDUSTIRES  |            | 766227                    | 0             | 2022 10 | INV | P        | 713.00   | 071522 | 291727 POURED CONCRETE     |
|                                |             |             |            |                           | ACCOUNT TOTAL |         |     | 713.00   |          |        |                            |
| 001201                         | 559000      |             |            | OTHER OPERATING MATL/SPLY |               |         |     |          |          |        |                            |
| 002714                         | ECONOMY     | SUPPLY      | CO         | 079546                    | 228811        | 2022 10 | INV | P        | 15.80    | 071522 | 291735 PUBLIC WORKS/KEYS F |
|                                |             |             |            |                           | ACCOUNT TOTAL |         |     | 15.80    |          |        |                            |
| 001201                         | 560000      |             |            | BUILDING MATERIALS & SPLY |               |         |     |          |          |        |                            |
| 002714                         | ECONOMY     | SUPPLY      | CO         | 079388                    | 228757        | 2022 10 | INV | P        | 14.65    | 071522 | 291735 POLE                |
|                                |             |             |            |                           | ACCOUNT TOTAL |         |     | 14.65    |          |        |                            |
| 001201                         | 570000      |             |            | MTR VEHICLE REP. PTS/SPL  |               |         |     |          |          |        |                            |
| 002166                         | AUTO        | ARMATURE    | SERVIC     | 29502                     | 228618        | 2022 9  | INV | P        | 169.95   | 071522 | 291669 MOWER 19612N STARTE |
| 002413                         | CARQUEST    | AUTO        | PARTS      | 14758-13066               | 228619        | 2022 10 | INV | P        | 579.91   | 071522 | 291686 PART #14146         |
| 002413                         | CARQUEST    | AUTO        | PARTS      | 14758-13313               | 228709        | 2022 10 | INV | P        | 168.41   | 071522 | 291686 UNIT 16966 STREET U |
| 002413                         | CARQUEST    | AUTO        | PARTS      | 14758-13454               | 228781        | 2022 10 | INV | P        | 43.50    | 071522 | 291686 UNIT 21725 SUBMRSBL |
| 002413                         | CARQUEST    | AUTO        | PARTS      | 14758-13458               | 228782        | 2022 10 | INV | P        | 58.04    | 071522 | 291686 UNIT 17330 TAIL GAT |
|                                |             |             |            |                           |               |         |     | 849.86   |          |        |                            |
| 002569                         | COVINGTON   | SALES & SE  | 93451      |                           | 228513        | 2022 10 | INV | P        | 289.00   | 071522 | 291716 90 TM REEL SWIVEL   |
| 003380                         | LANCASTER'S | MACHINE     | 25220      |                           | 228450        | 2022 9  | INV | P        | 65.00    | 071522 | 291793 UNIT 16722 TRACTOR  |
| 004297                         | SOUTHERN    | TIRE MART ( | 2520097108 |                           | 228627        | 2022 10 | INV | P        | 3,989.00 | 071522 | 291875 TRACTOR TIRES AND D |
|                                |             |             |            |                           | ACCOUNT TOTAL |         |     | 5,362.81 |          |        |                            |
| 001201                         | 575500      |             |            | AGRICLTRL REPAIR PTS/SPL  |               |         |     |          |          |        |                            |
| 004297                         | SOUTHERN    | TIRE MART ( | 2520097108 |                           | 228627        | 2022 10 | INV | P        | 1,335.60 | 071522 | 291875 TRACTOR TIRES AND D |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      |  |  |                          |        |               |    |     |            |           |             |        |                     |
|--------------------------------|----------------------|--|--|--------------------------|--------|---------------|----|-----|------------|-----------|-------------|--------|---------------------|
| ACCOUNT/VENDOR                 |                      |  |  | INVOICE                  | PO     | YEAR/PR TYP S |    |     | WARRANT    | CHECK     | DESCRIPTION |        |                     |
| ACCOUNT TOTAL                  |                      |  |  |                          |        |               |    |     | 1,335.60   |           |             |        |                     |
| 001201                         | 604900               |  |  | OTHER PROFESSIONAL SERV. |        |               |    |     |            |           |             |        |                     |
| 002778                         | FAIRLEY, BILLY RAY   |  |  | BRAY6                    | 0      | 2022          | 9  | INV | P          | 600.00    | 071522      | 291742 | REPAIRED DRIVEWAY 4 |
| 048676                         | PROCARE LANDS        |  |  | 3                        | 0      | 2022          | 9  | INV | P          | 4,800.00  | 071522      | 291846 | MAINTENANCE OF CLAS |
| 048676                         | PROCARE LANDS        |  |  | PROCARE3                 | 0      | 2022          | 9  | INV | P          | 300.00    | 071522      | 291846 | MAINTENANCE FOR J E |
|                                |                      |  |  |                          |        |               |    |     | 5,100.00   |           |             |        |                     |
| 048836                         | PAYTON, RAY A.       |  |  | 9673                     | 0      | 2022          | 9  | INV | P          | 1,000.00  | 071522      | 291835 | OLD AIRPORT ROAD MA |
| ACCOUNT TOTAL                  |                      |  |  |                          |        |               |    |     | 6,700.00   |           |             |        |                     |
| 001201                         | 611000               |  |  | TRAVEL EXPENSE           |        |               |    |     |            |           |             |        |                     |
| 003884                         | PERKINS, RONNIE      |  |  | OT9402                   | 0      | 2022          | 10 | INV | P          | 108.51    | 071522      | 291837 | TRAVEL REIMBURSEMEN |
| ACCOUNT TOTAL                  |                      |  |  |                          |        |               |    |     | 108.51     |           |             |        |                     |
| 001201                         | 612000               |  |  | FREIGHT                  |        |               |    |     |            |           |             |        |                     |
| 002413                         | CARQUEST AUTO PARTS  |  |  | 14758-13066              | 228619 | 2022          | 10 | INV | P          | 6.50      | 071522      | 291686 | PART #14146         |
| 002836                         | FLUIDS INC.          |  |  | 14594                    | 228608 | 2022          | 10 | INV | P          | 173.44    | 071522      | 291745 | MOSQUITO CHEMICALS  |
| 002836                         | FLUIDS INC.          |  |  | 14600                    | 228687 | 2022          | 10 | INV | P          | 174.98    | 071522      | 291745 | MOSQUITO CHEMICALS  |
|                                |                      |  |  |                          |        |               |    |     | 348.42     |           |             |        |                     |
| 003843                         | PARISH TRACTOR (HATT |  |  | P00965                   | 228423 | 2022          | 10 | INV | P          | 50.00     | 071522      | 291833 | PARTS/UNIT #15999   |
| ACCOUNT TOTAL                  |                      |  |  |                          |        |               |    |     | 404.92     |           |             |        |                     |
| 001201                         | 636099               |  |  | LONG RANGE PAVING PLAN   |        |               |    |     |            |           |             |        |                     |
| 047056                         | WARREN PAVING INC    |  |  | 228188.1                 | 228188 | 2022          | 10 | INV | P          | 12,117.73 | 071522      | 291903 | PAVING - INEZ STREE |
| 047056                         | WARREN PAVING INC    |  |  | 228190.1                 | 228190 | 2022          | 10 | INV | P          | 34,436.27 | 071522      | 291903 | PAVING - COIT STREE |
| 047056                         | WARREN PAVING INC    |  |  | 228191.1                 | 228191 | 2022          | 10 | INV | P          | 17,232.50 | 071522      | 291903 | PAVING - FLOWERS RO |
| 047056                         | WARREN PAVING INC    |  |  | 228192.1                 | 228192 | 2022          | 10 | INV | P          | 9,842.35  | 071522      | 291903 | PAVING - MEMPHIS ST |
| 047056                         | WARREN PAVING INC    |  |  | 228193.1                 | 228193 | 2022          | 10 | INV | P          | 11,691.23 | 071522      | 291903 | PAVING - LULA STREE |
| 047056                         | WARREN PAVING INC    |  |  | 228194.1                 | 228194 | 2022          | 10 | INV | P          | 16,640.29 | 071522      | 291903 | PAVING - HEIDDLE ST |
| 047056                         | WARREN PAVING INC    |  |  | 228195.1                 | 228195 | 2022          | 10 | INV | P          | 6,520.92  | 071522      | 291903 | PAVING - KINNARD ST |
| 047056                         | WARREN PAVING INC    |  |  | 228196.1                 | 228196 | 2022          | 10 | INV | P          | 3,352.88  | 071522      | 291903 | PAVING - MILDRED ST |
|                                |                      |  |  |                          |        |               |    |     | 111,834.17 |           |             |        |                     |
| ACCOUNT TOTAL                  |                      |  |  |                          |        |               |    |     | 111,834.17 |           |             |        |                     |
| 001201                         | 638400               |  |  | MOTOR VEHICLE EQ. R&M    |        |               |    |     |            |           |             |        |                     |
| 002035                         | AAMCO TRANSMISSION ( |  |  | I144949                  | 228607 | 2022          | 10 | INV | P          | 1,125.16  | 071522      | 291648 | REPAIRS ON 15964    |
| ACCOUNT TOTAL                  |                      |  |  |                          |        |               |    |     | 1,125.16   |           |             |        |                     |
| 001201                         | 639900               |  |  | OTHER REPAIRS AND MAINT. |        |               |    |     |            |           |             |        |                     |
| 003707                         | MS STATE/DEPT OF HEA |  |  | 22-130736                | 0      | 2022          | 10 | INV | P          | 120.00    | 071522      | 291821 | BOILER INSPECTIONS- |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                                        |   |         |         |            |               |        |                     |       |             |
|--------------------------------|----------------------------------------|---|---------|---------|------------|---------------|--------|---------------------|-------|-------------|
| ACCOUNT/VENDOR                 |                                        |   |         | INVOICE | PO         | YEAR/PR TYP S |        | WARRANT             | CHECK | DESCRIPTION |
| ACCOUNT TOTAL                  |                                        |   |         |         | 120.00     |               |        |                     |       |             |
| UNIFORM RENT                   |                                        |   |         |         |            |               |        |                     |       |             |
| 001201                         | 643000                                 |   |         |         |            |               |        |                     |       |             |
| 002471                         | CINTAS CORPORATION # 4124212479        | 0 | 2022 10 | INV P   | 58.07      | 071522        | 291695 | UNIFORMS            | SC    | 8200044     |
| 002471                         | CINTAS CORPORATION # 4124212601        | 0 | 2022 10 | INV P   | 111.22     | 071522        | 291694 | UNIFORMS            | SC    | 8200044     |
| 002471                         | CINTAS CORPORATION # 4124212622        | 0 | 2022 10 | INV P   | 44.38      | 071522        | 291695 | UNIFORMS            | SC    | 8200044     |
| 002471                         | CINTAS CORPORATION # 4124212729        | 0 | 2022 10 | INV P   | 176.40     | 071522        | 291694 | UNIFORMS            | SC    | 8200044     |
| 002471                         | CINTAS CORPORATION # 4124212746        | 0 | 2022 10 | INV P   | 20.30      | 071522        | 291695 | UNIFORMS            | SC    | 8200044     |
| 002471                         | CINTAS CORPORATION # 4124876497        | 0 | 2022 10 | INV P   | 59.35      | 071522        | 291694 | UNIFORMS            | SC    | 8200044     |
| 002471                         | CINTAS CORPORATION # 4124876498        | 0 | 2022 10 | INV P   | 44.38      | 071522        | 291695 | UNIFORMS            | SC    | 8200044     |
| 002471                         | CINTAS CORPORATION # 4124876681        | 0 | 2022 10 | INV P   | 104.80     | 071522        | 291694 | UNIFORMS            | SC    | 8200044     |
| 002471                         | CINTAS CORPORATION # 4124876719        | 0 | 2022 10 | INV P   | 20.30      | 071522        | 291695 | UNIFORMS            | SC    | 8200044     |
| 002471                         | CINTAS CORPORATION # 4124876833        | 0 | 2022 10 | INV P   | 52.81      | 071522        | 291695 | UNIFORMS            | SC    | 8200044     |
|                                |                                        |   |         |         | 692.01     |               |        |                     |       |             |
| ACCOUNT TOTAL                  |                                        |   |         |         | 692.01     |               |        |                     |       |             |
| DUES AND MEMBERSHIPS           |                                        |   |         |         |            |               |        |                     |       |             |
| 001201                         | 684000                                 |   |         |         |            |               |        |                     |       |             |
| 002110                         | AMERICAN PUBLIC WORK MEMBER ID 8522651 | 0 | 2022 10 | INV P   | 222.00     | 071522        | 291655 | MEMBERSHIP RENEWAL  |       |             |
| ACCOUNT TOTAL                  |                                        |   |         |         | 222.00     |               |        |                     |       |             |
| REGISTRATION FEE/TUITION       |                                        |   |         |         |            |               |        |                     |       |             |
| 001201                         | 684500                                 |   |         |         |            |               |        |                     |       |             |
| 003667                         | MS ASSN GOVT PURCH/P 1656435930385     | 0 | 2022 10 | INV P   | 175.00     | 071522        | 291818 | REGISTRATION/OCT-16 |       |             |
| 003667                         | MS ASSN GOVT PURCH/P 1656436144104     | 0 | 2022 10 | INV P   | 175.00     | 071522        | 291818 | REGISTRATION/OCT 16 |       |             |
|                                |                                        |   |         |         | 350.00     |               |        |                     |       |             |
| ACCOUNT TOTAL                  |                                        |   |         |         | 350.00     |               |        |                     |       |             |
| ORG 001201 TOTAL               |                                        |   |         |         | 130,947.40 |               |        |                     |       |             |
| STREET LIGHTS                  |                                        |   |         |         |            |               |        |                     |       |             |
| 001202                         | 630500                                 |   |         |         |            |               |        |                     |       |             |
| ELECTRICITY                    |                                        |   |         |         |            |               |        |                     |       |             |
| 003700                         | MS POWER COMPANY E2022 6.27.22         | 0 | 2022 10 | INV P   | 102.33     | 071522        | 291820 | MS POWER 107 S 17TH |       |             |
| 003700                         | MS POWER COMPANY E2022 6.29.22         | 0 | 2022 10 | INV P   | 208.09     | 071522        | 291820 | MS POWER 4100 O'FER |       |             |
| 003700                         | MS POWER COMPANY E2022 7.1.22          | 0 | 2022 10 | INV P   | 3,442.76   | 071522        | 291820 | MS POWER VARIOUS DE |       |             |
|                                |                                        |   |         |         | 3,753.18   |               |        |                     |       |             |
| 003873                         | PEARL RIVER VALLEY E 2022 24-JUN       | 0 | 2022 10 | INV P   | 2,613.03   | 071522        | 291836 | PEARL RIVER VALLEY  |       |             |
| 003873                         | PEARL RIVER VALLEY E 2022 6.27.22      | 0 | 2022 10 | INV P   | 329.77     | 071522        | 291836 | PRVEPA VARIOUS DEPT |       |             |
| 003873                         | PEARL RIVER VALLEY E 2022 6.30.22      | 0 | 2022 10 | INV P   | 396.00     | 071522        | 291836 | PEARL RIVER VALLEY  |       |             |
|                                |                                        |   |         |         | 3,338.80   |               |        |                     |       |             |
| 004282                         | SOUTHERN PINE ELECTR E2022 7.5.22      | 0 | 2022 10 | INV P   | 1,484.45   | 071522        | 291872 | SOUTHERN PINE VARIO |       |             |
| ACCOUNT TOTAL                  |                                        |   |         |         | 8,576.43   |               |        |                     |       |             |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10                |  |  |  | ACCOUNT/VENDOR |  | INVOICE | PO               | YEAR/PR                 | TYP     | S        | WARRANT   | CHECK     | DESCRIPTION |                            |                            |
|-----------------------------------------------|--|--|--|----------------|--|---------|------------------|-------------------------|---------|----------|-----------|-----------|-------------|----------------------------|----------------------------|
|                                               |  |  |  |                |  |         | ORG 001202       | TOTAL                   |         | 8,576.43 |           |           |             |                            |                            |
| 001203 ENGR/PUBLIC SER                        |  |  |  |                |  |         |                  |                         |         |          |           |           |             |                            |                            |
| 001203 501000                                 |  |  |  |                |  |         |                  |                         |         |          |           |           |             |                            |                            |
|                                               |  |  |  |                |  |         | OTHER EXPENDABLE |                         | OFF.SPL |          |           |           |             |                            |                            |
| 003810 OFFICE PRODUCTS PLUS 985056-0          |  |  |  |                |  |         | 228426           | 2022                    | 10      | INV      | P         | 59.75     | 071522      | 291831 OFFICE SUPPLIES - E |                            |
| 003810 OFFICE PRODUCTS PLUS 985067-0          |  |  |  |                |  |         | 228629           | 2022                    | 10      | INV      | P         | 19.71     | 071522      | 291831 OFFICE SUPPLIES - E |                            |
|                                               |  |  |  |                |  |         |                  |                         |         |          | 79.46     |           |             |                            |                            |
|                                               |  |  |  |                |  |         | ACCOUNT TOTAL    |                         |         |          | 79.46     |           |             |                            |                            |
| 001203 570000                                 |  |  |  |                |  |         |                  |                         |         |          |           |           |             |                            |                            |
| 002565 COURTESY MOTORS INC 308328             |  |  |  |                |  |         | 228754           | 2022                    | 10      | INV      | P         | 401.15    | 071522      | 291714 VEHICLE REPAIR - EN |                            |
|                                               |  |  |  |                |  |         | ACCOUNT TOTAL    |                         |         |          | 401.15    |           |             |                            |                            |
| 001203 601500                                 |  |  |  |                |  |         |                  |                         |         |          |           |           |             |                            |                            |
| 004197 SHOWS DEARMAN & WAIT 22750             |  |  |  |                |  |         | 0                | ENGINEERING             | 2022    | 9        | INV       | P         | 1,555.00    | 071522                     | 291863 MB 2012-1/34 2022 E |
|                                               |  |  |  |                |  |         | ACCOUNT TOTAL    |                         |         |          | 1,555.00  |           |             |                            |                            |
| 001203 604900                                 |  |  |  |                |  |         |                  |                         |         |          |           |           |             |                            |                            |
| 002609 D L T SOLUTIONS LLC SI568743           |  |  |  |                |  |         | 227911           | 2022                    | 9       | INV      | P         | 2,465.10  | 071522      | 291719 AUTOCAD SUBSCRIPTIO |                            |
| 002698 E S R I (ENVIR SYS R 94207069          |  |  |  |                |  |         | 226946           | 2022                    | 10      | INV      | P         | 38,500.00 | 071522      | 291732 GIS SOFTWARE LICENS |                            |
|                                               |  |  |  |                |  |         | ACCOUNT TOTAL    |                         |         |          | 40,965.10 |           |             |                            |                            |
| 001203 606000                                 |  |  |  |                |  |         |                  |                         |         |          |           |           |             |                            |                            |
| 002160 AT&T MOBILITY 287289913717X070522      |  |  |  |                |  |         | 0                | TELEPHONE AND TELEGRAPH | 2022    | 10       | INV       | P         | 51.94       | 071522                     | 291665 MB2016-287/WIRELESS |
|                                               |  |  |  |                |  |         | ACCOUNT TOTAL    |                         |         |          | 51.94     |           |             |                            |                            |
| 001203 611000                                 |  |  |  |                |  |         |                  |                         |         |          |           |           |             |                            |                            |
| 004017 REGIONS CARDHOLDER S 9492 - 06-30-2022 |  |  |  |                |  |         | 0                | TRAVEL EXPENSE          | 2022    | 10       | INV       | P         | 2,248.95    | 071522                     | 291853 9492 06-30-2022 CRE |
| 048781 HERSARLING SHARON INDIANAPOLIS FINAL   |  |  |  |                |  |         | 0                |                         | 2022    | 10       | INV       | P         | 46.18       | 071522                     | 291768 FINAL SETTLEMENT FO |
|                                               |  |  |  |                |  |         | ACCOUNT TOTAL    |                         |         |          | 2,295.13  |           |             |                            |                            |
| 001203 613000                                 |  |  |  |                |  |         |                  |                         |         |          |           |           |             |                            |                            |
| 002798 FEDERAL EXPRESS 7-803-58000            |  |  |  |                |  |         | 0                | MESSENGER/EXPRESS SERV. | 2022    | 10       | INV       | P         | 77.37       | 071522                     | 291743 MESSENGER SERVICE/V |
|                                               |  |  |  |                |  |         | ACCOUNT TOTAL    |                         |         |          | 77.37     |           |             |                            |                            |
| 001203 630000                                 |  |  |  |                |  |         |                  |                         |         |          |           |           |             |                            |                            |
| 004321 SPIRE G2022 7.5.22                     |  |  |  |                |  |         | 0                | GAS                     | 2022    | 10       | INV       | P         | 31.33       | 071522                     | 291880 SPIRE (WILLMUT GAS) |
|                                               |  |  |  |                |  |         | ACCOUNT TOTAL    |                         |         |          | 31.33     |           |             |                            |                            |
| 001203 641000                                 |  |  |  |                |  |         |                  |                         |         |          |           |           |             |                            |                            |
| 004057 RJ YOUNG COMPANY INV4747425            |  |  |  |                |  |         | 0                | OFFICE EQUIPMENT RENT   | 2022    | 10       | INV       | P         | 262.00      | 071522                     | 291856 MB 2019-60 COPIER L |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      |                   |        |         |     |                           |           |        |             |                     |
|--------------------------------|----------------------|-------------------|--------|---------|-----|---------------------------|-----------|--------|-------------|---------------------|
| ACCOUNT/VENDOR                 |                      | INVOICE           | PO     | YEAR/PR | TYP | S                         | WARRANT   | CHECK  | DESCRIPTION |                     |
| 004057                         | RJ YOUNG COMPANY     | INV4844483        | 0      | 2022 10 | INV | P                         | 430.59    | 071522 | 291856      | MB 2019-60 COPIER L |
|                                |                      |                   |        |         |     |                           | 692.59    |        |             |                     |
|                                |                      |                   |        |         |     | ACCOUNT TOTAL             | 692.59    |        |             |                     |
| 001203                         | 687000               |                   |        |         |     | CUSTODIAL SERVICE         |           |        |             |                     |
| 002037                         | AB SUPPORT SERVICES  | 4B1004            | 225889 | 2022 10 | INV | P                         | 425.00    | 071522 | 291649      | MB# 2022-58 JANITOR |
|                                |                      |                   |        |         |     | ACCOUNT TOTAL             | 425.00    |        |             |                     |
| 001203                         | 699900               |                   |        |         |     | SERVICES NOT SPECIFIED    |           |        |             |                     |
| 003707                         | MS STATE/DEPT OF HEA | 22-130736         | 0      | 2022 10 | INV | P                         | 30.00     | 071522 | 291821      | BOILER INSPECTIONS- |
|                                |                      |                   |        |         |     | ACCOUNT TOTAL             | 30.00     |        |             |                     |
|                                |                      |                   |        |         |     | ORG 001203 TOTAL          | 46,604.07 |        |             |                     |
| 001204                         |                      |                   |        |         |     | SHOP DIVISION             |           |        |             |                     |
| 001204                         | 513000               |                   |        |         |     | CHEMICALS                 |           |        |             |                     |
| 002060                         | ADVANCE AUTO PARTS   | 5604219244228     | 228795 | 2022 10 | INV | P                         | 797.40    | 071522 | 291650      | ANTIFREEZE FOR PW S |
|                                |                      |                   |        |         |     | ACCOUNT TOTAL             | 797.40    |        |             |                     |
| 001204                         | 546000               |                   |        |         |     | MINOR EQUIPMENT           |           |        |             |                     |
| 004017                         | REGIONS CARDHOLDER S | 1286 - 06-30-2022 | 0      | 2022 10 | INV | P                         | 419.99    | 071522 | 291853      | 1286 - 06-30-2022 C |
|                                |                      |                   |        |         |     | ACCOUNT TOTAL             | 419.99    |        |             |                     |
| 001204                         | 559000               |                   |        |         |     | OTHER OPERATING MATL/SPLY |           |        |             |                     |
| 002413                         | CARQUEST AUTO PARTS  | 14758-13312       | 228710 | 2022 10 | INV | P                         | 41.97     | 071522 | 291686      | TRAILER ADAPTER     |
| 003993                         | QUALITY ELECTRIC COM | 5915              | 228670 | 2022 10 | INV | P                         | 421.58    | 071522 | 291848      | MATERIAL FOR SHOP/P |
| 004297                         | SOUTHERN TIRE MART ( | 2520097941        | 228736 | 2022 10 | INV | P                         | 65.90     | 071522 | 291875      | TIRE GREASE/PW SHOP |
|                                |                      |                   |        |         |     | ACCOUNT TOTAL             | 529.45    |        |             |                     |
| 001204                         | 570000               |                   |        |         |     | MTR VEHICLE REP. PTS/SPL  |           |        |             |                     |
| 002413                         | CARQUEST AUTO PARTS  | 14758-13466       | 228761 | 2022 10 | INV | P                         | 34.78     | 071522 | 291686      | CHUCK T FT DUA/PW S |
| 004297                         | SOUTHERN TIRE MART ( | 2520098069        | 228763 | 2022 10 | INV | P                         | 148.25    | 071522 | 291875      | TRK GAUGE & VALVE/P |
|                                |                      |                   |        |         |     | ACCOUNT TOTAL             | 183.03    |        |             |                     |
| 001204                         | 630000               |                   |        |         |     | GAS                       |           |        |             |                     |
| 004321                         | SPIRE                | G2022 7.5.22      | 0      | 2022 10 | INV | P                         | 38.89     | 071522 | 291880      | SPIRE (WILLMUT GAS) |
|                                |                      |                   |        |         |     | ACCOUNT TOTAL             | 38.89     |        |             |                     |
| 001204                         | 642500               |                   |        |         |     | CYLINDER RENT             |           |        |             |                     |
| 002071                         | AIRGAS USA LLC (NORD | 9988744784        | 0      | 2022 10 | INV | P                         | 410.22    | 071522 | 291651      | CYLINDER RENTAL/PW  |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                                 |                     |  |        |         |     |   |                  |        |             |                         |
|--------------------------------|---------------------------------|---------------------|--|--------|---------|-----|---|------------------|--------|-------------|-------------------------|
| ACCOUNT/VENDOR                 |                                 | INVOICE             |  | PO     | YEAR/PR | TYP | S | WARRANT          | CHECK  | DESCRIPTION |                         |
| 002071                         | AIRGAS USA LLC (NORD 9989458927 |                     |  | 0      | 2022 10 | INV | P | 412.02           | 071522 | 291651      | CYLINDER RENTAL/PW      |
|                                |                                 |                     |  |        |         |     |   | 822.24           |        |             |                         |
|                                |                                 |                     |  |        |         |     |   | ACCOUNT TOTAL    |        |             | 822.24                  |
| 001204                         | 643000                          |                     |  |        |         |     |   |                  |        |             | UNIFORM RENT            |
| 002471                         | CINTAS CORPORATION # 4124212679 |                     |  | 0      | 2022 10 | INV | P | 59.11            | 071522 | 291695      | UNIFORM RENTAL/PW S     |
| 002471                         | CINTAS CORPORATION # 4124876638 |                     |  | 0      | 2022 10 | INV | P | 59.11            | 071522 | 291694      | UNIFORM RENTAL/SC#8     |
|                                |                                 |                     |  |        |         |     |   | 118.22           |        |             |                         |
|                                |                                 |                     |  |        |         |     |   | ACCOUNT TOTAL    |        |             | 118.22                  |
|                                |                                 |                     |  |        |         |     |   | ORG 001204 TOTAL |        |             | 2,909.22                |
| 001206                         |                                 |                     |  |        |         |     |   |                  |        |             | DRAINAGE DIV.           |
| 001206                         | 606000                          |                     |  |        |         |     |   |                  |        |             | TELEPHONE AND TELEGRAPH |
| 002160                         | AT&T MOBILITY                   | 287290252011X070522 |  | 0      | 2022 10 | INV | P | 1,575.32         | 071522 | 291667      | MB2016-287/WIRELESS     |
|                                |                                 |                     |  |        |         |     |   | ACCOUNT TOTAL    |        |             | 1,575.32                |
| 001206                         | 729500                          |                     |  |        |         |     |   |                  |        |             | OTHER IMPROVEMENTS      |
| 002654                         | DESIGN PRECAST & PIP 105164     |                     |  | 227958 | 2022 9  | INV | P | 3,764.80         | 071522 | 291728      | 209 TIMBERTON DRIVE     |
| 002654                         | DESIGN PRECAST & PIP 105611     |                     |  | 227958 | 2022 10 | INV | P | 806.40           | 071522 | 291728      | 209 TIMBERTON DRIVE     |
|                                |                                 |                     |  |        |         |     |   | 4,571.20         |        |             |                         |
| 004058                         | RJM MCQUEEN CONTRACT 2637       |                     |  | 222797 | 2022 9  | INV | P | 5,368.00         | 071522 | 291857      | ADELINE DRAINAGE-EN     |
| 004058                         | RJM MCQUEEN CONTRACT 2640       |                     |  | 0      | 2022 9  | INV | P | 21,590.00        | 071522 | 291857      | MB 2020-179 SIMS RD     |
|                                |                                 |                     |  |        |         |     |   | 26,958.00        |        |             |                         |
| 004197                         | SHOWS DEARMAN & WAIT 22775      |                     |  | 0      | 2022 9  | INV | P | 639.98           | 071522 | 291863      | MB 2012-1/34 ELAINE     |
| 004197                         | SHOWS DEARMAN & WAIT 22787      |                     |  | 0      | 2022 10 | INV | P | 1,635.00         | 071522 | 291863      | MB 2012-1/34 ELAINE     |
| 004197                         | SHOWS DEARMAN & WAIT 22794      |                     |  | 0      | 2022 10 | INV | P | 892.50           | 071522 | 291863      | MB 2012-1/34 DAHMER     |
| 004197                         | SHOWS DEARMAN & WAIT 22809      |                     |  | 0      | 2022 10 | INV | P | 2,510.00         | 071522 | 291863      | MB 2012-1/34 DRAINA     |
|                                |                                 |                     |  |        |         |     |   | 5,677.48         |        |             |                         |
|                                |                                 |                     |  |        |         |     |   | ACCOUNT TOTAL    |        |             | 37,206.68               |
|                                |                                 |                     |  |        |         |     |   | ORG 001206 TOTAL |        |             | 38,782.00               |
| 001207                         |                                 |                     |  |        |         |     |   |                  |        |             | CONSTRUCTION            |
| 001207                         | 545000                          |                     |  |        |         |     |   |                  |        |             | HAND TOOLS              |
| 004256                         | SOLAR SUPPLY INC 3454173        |                     |  | 228658 | 2022 9  | INV | P | 45.54            | 071522 | 291869      | TOOLS/CONST DEPT        |
|                                |                                 |                     |  |        |         |     |   | ACCOUNT TOTAL    |        |             | 45.54                   |
| 001207                         | 546000                          |                     |  |        |         |     |   |                  |        |             | MINOR EQUIPMENT         |
| 004386                         | T & C RESTAURANT EQU 1-17999    |                     |  | 228566 | 2022 10 | INV | P | 3,480.93         | 071522 | 291886      | ICE & WATER DISPENS     |



INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      | ACCOUNT/VENDOR    |         | INVOICE | PO     | YEAR/PR | TYP | S                         | WARRANT  | CHECK  | DESCRIPTION                |
|--------------------------------|----------------------|-------------------|---------|---------|--------|---------|-----|---------------------------|----------|--------|----------------------------|
| 004386                         | T & C RESTAURANT     | EQU               | 1-18000 |         | 228577 | 2022    | 10  | INV P                     | 4,717.80 | 071522 | 291886 ICE MAKE, CUBE-STYL |
|                                |                      |                   |         |         |        |         |     |                           | 8,198.73 |        |                            |
|                                |                      |                   |         |         |        |         |     | ACCOUNT TOTAL             | 8,198.73 |        |                            |
| 001207                         | 559000               |                   |         |         |        |         |     | OTHER OPERATING MATL/SPLY |          |        |                            |
| 002101                         | AMERICAN APPLIANCE & | 16671             |         |         | 228825 | 2022    | 10  | INV P                     | 37.08    | 071522 | 291654 WATER FILTER FOR IC |
| 003772                         | NEWELL PAPER COMPANY | 4134232           |         |         | 228125 | 2022    | 10  | INV P                     | 80.00    | 071522 | 291827 TOUCHFREE DISPENSER |
| 003993                         | QUALITY ELECTRIC COM | 5915              |         |         | 228670 | 2022    | 10  | INV P                     | 26.00    | 071522 | 291848 MATERIAL FOR SHOP/P |
| 004017                         | REGIONS CARDHOLDER S | 1286 - 06-30-2022 |         |         | 0      | 2022    | 10  | INV P                     | 135.96   | 071522 | 291853 1286 - 06-30-2022 C |
|                                |                      |                   |         |         |        |         |     | ACCOUNT TOTAL             | 279.04   |        |                            |
| 001207                         | 560500               |                   |         |         |        |         |     | ELECTRICAL SUPPLIES       |          |        |                            |
| 004284                         | SOUTHERN PIPE & SUPP | 6905585-00        |         |         | 228780 | 2022    | 10  | INV P                     | 110.01   | 071522 | 291874 MATERIAL FOR ICE MA |
| 004284                         | SOUTHERN PIPE & SUPP | 6916985-00        |         |         | 228826 | 2022    | 10  | INV P                     | 63.27    | 071522 | 291874 PARTS FOR ICE MACHI |
|                                |                      |                   |         |         |        |         |     |                           | 173.28   |        |                            |
|                                |                      |                   |         |         |        |         |     | ACCOUNT TOTAL             | 173.28   |        |                            |
| 001207                         | 570000               |                   |         |         |        |         |     | MTR VEHICLE REP. PTS/SPL  |          |        |                            |
| 002166                         | AUTO ARMATURE SERVIC | 28574             |         |         | 228724 | 2022    | 10  | INV P                     | 189.95   | 071522 | 291669 BATTERY/UNIT#15922/ |
| 002413                         | CARQUEST AUTO PARTS  | 14758-13045       |         |         | 228606 | 2022    | 9   | INV P                     | 41.41    | 071522 | 291686 BRAKE PADS/UNIT#159 |
| 004466                         | TRUCKS PLUS AUTO ACC | 44963             |         |         | 228631 | 2022    | 10  | INV P                     | 65.00    | 071522 | 291894 HITCH/CONST DEPT    |
| 047346                         | HATTIESBURG CYCLES   | 2024146           |         |         | 228331 | 2022    | 10  | INV P                     | 63.52    | 071522 | 291763 KEYS FOR KAWASAKI/C |
|                                |                      |                   |         |         |        |         |     | ACCOUNT TOTAL             | 359.88   |        |                            |
| 001207                         | 604900               |                   |         |         |        |         |     | OTHER PROFESSIONAL SERV.  |          |        |                            |
| 002523                         | COMCAST CABLEVISION  | 070122            |         |         | 0      | 2022    | 10  | INV P                     | 134.65   | 071522 | 291708 COMCAST/83964107307 |
| 003191                         | INTERFACE SECURITY S | 20258518          |         |         | 0      | 2022    | 10  | INV P                     | 46.99    | 071522 | 291776 SECURITY SYSTEM/TWI |
|                                |                      |                   |         |         |        |         |     | ACCOUNT TOTAL             | 181.64   |        |                            |
| 001207                         | 642500               |                   |         |         |        |         |     | CYLINDER RENT             |          |        |                            |
| 002071                         | AIRGAS USA LLC (NORD | 9989460608        |         |         | 0      | 2022    | 10  | INV P                     | 207.71   | 071522 | 291651 CYLINDER RENTAL/CON |
|                                |                      |                   |         |         |        |         |     | ACCOUNT TOTAL             | 207.71   |        |                            |
| 001207                         | 643000               |                   |         |         |        |         |     | UNIFORM RENT              |          |        |                            |
| 002471                         | CINTAS CORPORATION # | 4124212518        |         |         | 0      | 2022    | 10  | INV P                     | 86.91    | 071522 | 291694 UNIFORM RENTAL/SC#8 |
| 002471                         | CINTAS CORPORATION # | 4124876481        |         |         | 0      | 2022    | 10  | INV P                     | 53.83    | 071522 | 291695 UNIFORM RENTAL/CONS |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      |                      |                   |         |         |                                |         |          |        |          |                     |             |
|--------------------------------|----------------------|----------------------|-------------------|---------|---------|--------------------------------|---------|----------|--------|----------|---------------------|-------------|
| ACCOUNT/VENDOR                 |                      |                      |                   | INVOICE |         | PO                             | YEAR/PR | TYP      | S      | WARRANT  | CHECK               | DESCRIPTION |
|                                |                      |                      |                   |         |         |                                |         |          |        | 140.74   |                     |             |
| ACCOUNT TOTAL                  |                      |                      |                   |         |         |                                |         |          |        | 140.74   |                     |             |
| ORG 001207 TOTAL               |                      |                      |                   |         |         |                                |         |          |        | 9,586.56 |                     |             |
| SANITATION DIV.                |                      |                      |                   |         |         |                                |         |          |        |          |                     |             |
| 001220                         | 501000               |                      |                   |         |         | OTHER EXPENDABLE OFF.SPL       |         |          |        |          |                     |             |
| 001220                         | 004634               | WHEELER'S JANITORIAL | 10202             | 228384  | 2022 10 | INV                            | P       | 350.97   | 071522 | 291907   | OFFICE/CLEANING SU  |             |
| ACCOUNT TOTAL                  |                      |                      |                   |         |         |                                |         |          |        | 350.97   |                     |             |
| CLEANING/JANITORIAL SPLY       |                      |                      |                   |         |         |                                |         |          |        |          |                     |             |
| 001220                         | 510000               |                      |                   |         |         | CLEANING/JANITORIAL SPLY       |         |          |        |          |                     |             |
| 001220                         | 004634               | WHEELER'S JANITORIAL | 10202             | 228384  | 2022 10 | INV                            | P       | 186.74   | 071522 | 291907   | OFFICE/CLEANING SU  |             |
| ACCOUNT TOTAL                  |                      |                      |                   |         |         |                                |         |          |        | 186.74   |                     |             |
| HOUSEHOLD SUPPLIES             |                      |                      |                   |         |         |                                |         |          |        |          |                     |             |
| 001220                         | 511000               |                      |                   |         |         | HOUSEHOLD SUPPLIES             |         |          |        |          |                     |             |
| 001220                         | 004017               | REGIONS CARDHOLDER S | 1286 - 06-30-2022 | 0       | 2022 10 | INV                            | P       | 109.96   | 071522 | 291853   | 1286 - 06-30-2022 C |             |
| ACCOUNT TOTAL                  |                      |                      |                   |         |         |                                |         |          |        | 109.96   |                     |             |
| OTHER OPERATING SPLY-RECYCLING |                      |                      |                   |         |         |                                |         |          |        |          |                     |             |
| 001220                         | 559001               |                      |                   |         |         | OTHER OPERATING SPLY-RECYCLING |         |          |        |          |                     |             |
| 001220                         | 002116               | AMERIMARK DIRECT     | 2022319           | 0       | 2022 10 | INV                            | P       | 2,456.40 | 071522 | 291657   | P.O. 228349-RECYCLI |             |
| ACCOUNT TOTAL                  |                      |                      |                   |         |         |                                |         |          |        | 2,456.40 |                     |             |
| COMMUNICATION REPAIR PTS       |                      |                      |                   |         |         |                                |         |          |        |          |                     |             |
| 001220                         | 575000               |                      |                   |         |         | COMMUNICATION REPAIR PTS       |         |          |        |          |                     |             |
| 001220                         | 002535               | COMSOUTH             | 201162            | 0       | 2022 9  | INV                            | P       | 102.00   | 071522 | 291710   | BENCH REPAIR-RADIO  |             |
| ACCOUNT TOTAL                  |                      |                      |                   |         |         |                                |         |          |        | 102.00   |                     |             |
| FREIGHT                        |                      |                      |                   |         |         |                                |         |          |        |          |                     |             |
| 001220                         | 612000               |                      |                   |         |         | FREIGHT                        |         |          |        |          |                     |             |
| 001220                         | 004465               | TRUCKPRO LLC         | 039-0705661       | 228435  | 2022 10 | INV                            | P       | 2.57     | 071522 | 291893   | BRAKE KITS FOR SANI |             |
| ACCOUNT TOTAL                  |                      |                      |                   |         |         |                                |         |          |        | 2.57     |                     |             |
| MINOR EQUIPMENT R&M            |                      |                      |                   |         |         |                                |         |          |        |          |                     |             |
| 001220                         | 638200               |                      |                   |         |         | MINOR EQUIPMENT R&M            |         |          |        |          |                     |             |
| 001220                         | 004120               | SANSOM EQUIPMENT CO  | P03180            | 228768  | 2022 10 | INV                            | P       | 635.65   | 071522 | 291859   | CHAIN TENSIONER-SAN |             |
| ACCOUNT TOTAL                  |                      |                      |                   |         |         |                                |         |          |        | 635.65   |                     |             |
| MOTOR VEHICLE EQ. R&M          |                      |                      |                   |         |         |                                |         |          |        |          |                     |             |
| 001220                         | 638400               |                      |                   |         |         | MOTOR VEHICLE EQ. R&M          |         |          |        |          |                     |             |
| 001220                         | 002169               | AUTOMOTIVE GLASS SPE | W250696           | 228637  | 2022 10 | INV                            | P       | 290.00   | 071522 | 291670   | UNIT 14712 WINDOW G |             |
| 001220                         | 002252               | BIG IRON DIESEL REPA | R04983            | 0       | 2022 9  | INV                            | P       | 1,119.57 | 071522 | 291676   | SERVICE CALL UNIT 2 |             |
| 002739                         | EMPIRE TRUCK SALES(J | CE006197434:01       |                   | 228668  | 2022 10 | INV                            | P       | 98.70    | 071522 | 291739   | UNIT 21704 AIR PRMY |             |
| 002739                         | EMPIRE TRUCK SALES(J | CE006197435:01       |                   | 228667  | 2022 10 | INV                            | P       | 198.87   | 071522 | 291739   | UNIT 21704 OIL FILT |             |
| 002739                         | EMPIRE TRUCK SALES(J | CE006197676:01       |                   | 228704  | 2022 10 | INV                            | P       | 940.20   | 071522 | 291739   | UNIT 21388 BRAKE RE |             |
| 002739                         | EMPIRE TRUCK SALES(J | CE006197880:01       |                   | 228823  | 2022 10 | INV                            | P       | 187.45   | 071522 | 291739   | UNIT20070-BRAKE VAL |             |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      |            |             |                          |         |     |     |   |           |        |                            |
|--------------------------------|----------------------|------------|-------------|--------------------------|---------|-----|-----|---|-----------|--------|----------------------------|
| ACCOUNT/VENDOR                 |                      | INVOICE    |             | PO                       | YEAR/PR |     | TYP | S | WARRANT   | CHECK  | DESCRIPTION                |
|                                |                      |            |             |                          |         |     |     |   |           |        |                            |
|                                |                      |            |             |                          |         |     |     |   | 1,425.22  |        |                            |
| 003253                         | JOHNNY'S WRECKER     | SER        | 42537       | 0                        | 2022    | 10  | INV | P | 800.00    | 071522 | 291785 TOW UNIT 21704-JACK |
| 003253                         | JOHNNY'S WRECKER     | SER        | 43869       | 0                        | 2022    | 10  | INV | P | 800.00    | 071522 | 291785 TOW UNIT 20091-JACK |
|                                |                      |            |             |                          |         |     |     |   | 1,600.00  |        |                            |
| 004297                         | SOUTHERN TIRE MART ( |            | 2520097109  | 228682                   | 2022    | 10  | INV | P | 9,336.56  | 071522 | 291875 TIRES FOR SANITATIO |
| 004465                         | TRUCKPRO LLC         |            | 039-0705661 | 228435                   | 2022    | 10  | INV | P | 2,254.27  | 071522 | 291893 BRAKE KITS FOR SANI |
| 004467                         | TRUCKWORX-JACKSON    |            | 0530618919  | 228634                   | 2022    | 10  | INV | P | 1,646.04  | 071522 | 291895 REAR BRAKES FOR UNI |
| 004514                         | UNIVERSITY TIRE & SE | INV        | 198138      | 228683                   | 2022    | 10  | INV | P | 540.68    | 071522 | 291898 GOODYR ITEM#1570426 |
| 004514                         | UNIVERSITY TIRE & SE | INV        | 198418      | 228738                   | 2022    | 10  | INV | P | 535.08    | 071522 | 291898 TIRES FOR UNIT 2059 |
|                                |                      |            |             |                          |         |     |     |   | 1,075.76  |        |                            |
| ACCOUNT TOTAL                  |                      |            |             |                          |         |     |     |   | 18,747.42 |        |                            |
| 001220                         | 639800               |            |             | TOW IN CHARGES           |         |     |     |   |           |        |                            |
| 003253                         | JOHNNY'S WRECKER     | SER        | 42534       | 0                        | 2022    | 10  | INV | P | 800.00    | 071522 | 291785 TOW UNIT 20072 TO J |
| 003253                         | JOHNNY'S WRECKER     | SER        | 42535       | 0                        | 2022    | 10  | INV | P | 450.00    | 071522 | 291785 UNIT 14406 TOW- TAY |
|                                |                      |            |             |                          |         |     |     |   | 1,250.00  |        |                            |
| ACCOUNT TOTAL                  |                      |            |             |                          |         |     |     |   | 1,250.00  |        |                            |
| 001220                         | 639900               |            |             | OTHER REPAIRS AND MAINT. |         |     |     |   |           |        |                            |
| 003707                         | MS STATE/DEPT OF HEA | 22-130736  | 0           | 2022                     | 10      | INV | P   |   | 30.00     | 071522 | 291821 BOILER INSPECTIONS- |
| 003707                         | MS STATE/DEPT OF HEA | 22-130759  | 0           | 2022                     | 10      | INV | P   |   | 30.00     | 071522 | 291821 BOILER INSPECTIONS- |
|                                |                      |            |             |                          |         |     |     |   | 60.00     |        |                            |
| ACCOUNT TOTAL                  |                      |            |             |                          |         |     |     |   | 60.00     |        |                            |
| 001220                         | 643000               |            |             | UNIFORM RENT             |         |     |     |   |           |        |                            |
| 002471                         | CINTAS CORPORATION # | 4124212411 | 0           | 2022                     | 10      | INV | P   |   | 36.78     | 071522 | 291695 SC8200044758-SANITA |
| 002471                         | CINTAS CORPORATION # | 4124213108 | 0           | 2022                     | 10      | INV | P   |   | 222.51    | 071522 | 291694 SC8200044758-SANITA |
| 002471                         | CINTAS CORPORATION # | 412487690  | 0           | 2022                     | 10      | INV | P   |   | 36.78     | 071522 | 291695 SC8200044758-SANITA |
| 002471                         | CINTAS CORPORATION # | 4124877195 | 0           | 2022                     | 10      | INV | P   |   | 277.66    | 071522 | 291694 SC8200044758SANIT.  |
|                                |                      |            |             |                          |         |     |     |   | 573.73    |        |                            |
| 002472                         | CINTAS FIRST AID J71 | 5115168992 | 0           | 2022                     | 10      | INV | P   |   | 32.18     | 071522 | 291696 SANITATION FIRST AI |
| ACCOUNT TOTAL                  |                      |            |             |                          |         |     |     |   | 605.91    |        |                            |
| 001220                         | 688000               |            |             | TIPPING FEES             |         |     |     |   |           |        |                            |
| 003920                         | PINE BELT REGIONAL S | 6857       | 0           | 2022                     | 10      | INV | P   |   | 42,008.09 | 071522 | 291842 MB197-1/451-454 SAN |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      | ACCOUNT/VENDOR    |        | INVOICE                   | PO    | YEAR/PR | TYP | S | WARRANT   | CHECK  | DESCRIPTION                |
|--------------------------------|----------------------|-------------------|--------|---------------------------|-------|---------|-----|---|-----------|--------|----------------------------|
| 004591                         | WASTE MANAGEMENT OF  | 0013285-2526-4    | 0      | 2022 10                   | INV   | P       |     |   | 3,605.86  | 071522 | 291904 MB2003-5/484-SANITA |
|                                |                      |                   |        | ACCOUNT TOTAL             |       |         |     |   | 45,613.95 |        |                            |
| 001220                         | 689000               |                   |        | RECYCLING FEES            |       |         |     |   |           |        |                            |
| 004030                         | REPUBLIC SERVICES IN | 0991-000336847    | 227509 | 2022 10                   | INV   | P       |     |   | 14,148.65 | 071522 | 291854 OPEN P.O.-RECYCLING |
| 004030                         | REPUBLIC SERVICES IN | 0991000336847A    | 228416 | 2022 10                   | INV   | P       |     |   | 13,792.20 | 071522 | 291854 MB 2020292 OPEN P.O |
|                                |                      |                   |        |                           |       |         |     |   | 27,940.85 |        |                            |
|                                |                      |                   |        | ACCOUNT TOTAL             |       |         |     |   | 27,940.85 |        |                            |
|                                |                      |                   |        | ORG 001220                | TOTAL |         |     |   | 98,062.42 |        |                            |
| 001250                         |                      |                   |        | HEALTH DIVISION           |       |         |     |   |           |        |                            |
| 001250                         | 490000               |                   |        | UNEMPLOYMENT BENEFITS     |       |         |     |   |           |        |                            |
| 003709                         | MS STATE/EMP SECURIT | 202206            | 0      | 2022 10                   | INV   | P       |     |   | 1,065.56  | 071522 | 291822 UNEMPLOYMENT CLAIMS |
|                                |                      |                   |        | ACCOUNT TOTAL             |       |         |     |   | 1,065.56  |        |                            |
| 001250                         | 513000               |                   |        | CHEMICALS                 |       |         |     |   |           |        |                            |
| 002483                         | CLARKE               | 5101428           | 228094 | 2022 10                   | INV   | P       |     |   | 810.00    | 071522 | 291704 MOSQUITO CHEMICALS  |
| 002836                         | FLUIDS INC.          | 14594             | 228608 | 2022 10                   | INV   | P       |     |   | 2,681.25  | 071522 | 291745 MOSQUITO CHEMICALS  |
| 002836                         | FLUIDS INC.          | 14600             | 228687 | 2022 10                   | INV   | P       |     |   | 2,705.09  | 071522 | 291745 MOSQUITO CHEMICALS  |
|                                |                      |                   |        |                           |       |         |     |   | 5,386.34  |        |                            |
|                                |                      |                   |        | ACCOUNT TOTAL             |       |         |     |   | 6,196.34  |        |                            |
| 001250                         | 559000               |                   |        | OTHER OPERATING MATL/SPLY |       |         |     |   |           |        |                            |
| 004017                         | REGIONS CARDHOLDER S | 1286 - 06-30-2022 | 0      | 2022 10                   | INV   | P       |     |   | 124.36    | 071522 | 291853 1286 - 06-30-2022 C |
|                                |                      |                   |        | ACCOUNT TOTAL             |       |         |     |   | 124.36    |        |                            |
| 001250                         | 575500               |                   |        | AGRICLTRL REPAIR PTS/SPL  |       |         |     |   |           |        |                            |
| 003843                         | PARISH TRACTOR (HATT | P00624            | 228282 | 2022 10                   | INV   | P       |     |   | 1,158.46  | 071522 | 291833 PARTS/UNIT 15999    |
| 003843                         | PARISH TRACTOR (HATT | P00965            | 228423 | 2022 10                   | INV   | P       |     |   | 526.56    | 071522 | 291833 PARTS/UNIT #15999   |
| 003843                         | PARISH TRACTOR (HATT | P01044            | 228574 | 2022 10                   | INV   | P       |     |   | 994.01    | 071522 | 291833 PARTS/UNIT #16722 S |
|                                |                      |                   |        |                           |       |         |     |   | 2,679.03  |        |                            |
|                                |                      |                   |        | ACCOUNT TOTAL             |       |         |     |   | 2,679.03  |        |                            |
|                                |                      |                   |        | ORG 001250                | TOTAL |         |     |   | 10,065.29 |        |                            |
| 001260                         |                      |                   |        | ANIMAL CONTROL            |       |         |     |   |           |        |                            |
| 001260                         | 546000               |                   |        | MINOR EQUIPMENT           |       |         |     |   |           |        |                            |
| 003144                         | HUB CITY WEST FARM & | 556166            | 0      | 2022 10                   | INV   | P       |     |   | 203.03    | 071522 | 291774 COUNTRY ACRES CAT 4 |
|                                |                      |                   |        | ACCOUNT TOTAL             |       |         |     |   | 203.03    |        |                            |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      |                      |   |        |                            |                    |              |                  |        |             |                     |
|--------------------------------|----------------------|----------------------|---|--------|----------------------------|--------------------|--------------|------------------|--------|-------------|---------------------|
| ACCOUNT/VENDOR                 |                      | INVOICE              |   | PO     | YEAR/PR                    | TYP                | S            | WARRANT          | CHECK  | DESCRIPTION |                     |
| 001260                         | 570000               |                      |   |        | MTR                        | VEHICLE            | REP. PTS/SPL |                  |        |             |                     |
| 002060                         | ADVANCE AUTO PARTS   | 5604218744005        |   | 228702 | 2022                       | 10                 | INV P        | 75.52            | 071522 | 291650      | CONTROL ARM UNIT#18 |
| 002060                         | ADVANCE AUTO PARTS   | 5604218744033        |   | 228730 | 2022                       | 10                 | INV P        | 602.37           | 071522 | 291650      | REPAIR PARTS FOR VA |
|                                |                      |                      |   |        |                            |                    |              | 677.89           |        |             |                     |
|                                |                      |                      |   |        |                            |                    |              | ACCOUNT TOTAL    |        | 677.89      |                     |
| 001260                         | 699900               |                      |   |        | SERVICES                   | NOT SPECIFIED      |              |                  |        |             |                     |
| 004283                         | SOUTHERN PINES ANIMA | 2022.07              |   | 0      | 2022                       | 10                 | INV P        | 15,000.00        | 071522 | 291873      | MB#2020-678 HOUSING |
|                                |                      |                      |   |        |                            |                    |              | ACCOUNT TOTAL    |        | 15,000.00   |                     |
|                                |                      |                      |   |        |                            |                    |              | ORG 001260 TOTAL |        | 15,880.92   |                     |
| 001402                         |                      |                      |   |        | ECONOMIC DEV.              |                    |              |                  |        |             |                     |
| 001402                         | 604900               |                      |   |        | OTHER                      | PROFESSIONAL SERV. |              |                  |        |             |                     |
| 047013                         | SULLIVAN B W BLDG CO | BW47200              |   | 226386 | 2022                       | 9                  | INV P        | 47,200.00        | 071522 | 291885      | PARKHAVEN HISTORIC  |
|                                |                      |                      |   |        |                            |                    |              | ACCOUNT TOTAL    |        | 47,200.00   |                     |
| 001402                         | 682001               |                      |   |        | FCIPC/AREA DEV.            | PRTNRSHIP          |              |                  |        |             |                     |
| 001034                         | CITY OF HATTIESBURG  | 087001.3456 QE 93022 | 0 |        | 2022                       | 10                 | INV P        | 58,750.00        | 071522 | 291702      | CONTRIB FOR Q/E 9/3 |
|                                |                      |                      |   |        |                            |                    |              | ACCOUNT TOTAL    |        | 58,750.00   |                     |
| 001402                         | 7150CS               |                      |   |        | CSI LAB EQUIPMENT          |                    |              |                  |        |             |                     |
| 047487                         | SHELDON LABORATORY   | 126461               |   | 223120 | 2022                       | 10                 | INV P        | 2,212.00         | 071522 | 291862      | FUME HOOD-PUBLIC SA |
|                                |                      |                      |   |        |                            |                    |              | ACCOUNT TOTAL    |        | 2,212.00    |                     |
| 001402                         | 7150LP               |                      |   |        | LIGHTING PROTECTION SYSTEM |                    |              |                  |        |             |                     |
| 002287                         | BONDED LIGHTNING PRO | 843078               |   | 0      | 2022                       | 9                  | INV P        | 9,998.00         | 071522 | 291677      | MB 2019-292 HPSC LI |
|                                |                      |                      |   |        |                            |                    |              | ACCOUNT TOTAL    |        | 9,998.00    |                     |
|                                |                      |                      |   |        |                            |                    |              | ORG 001402 TOTAL |        | 118,160.00  |                     |
| 001551                         |                      |                      |   |        | AIRPORT DIV.               |                    |              |                  |        |             |                     |
| 001551                         | 560500               |                      |   |        | ELECTRICAL SUPPLIES        |                    |              |                  |        |             |                     |
| 002901                         | GILKEY ELECTRIC SUPP | 357285               |   | 228366 | 2022                       | 10                 | INV P        | 132.00           | 071522 | 291753      | AIRPORT LIGHTING PA |
|                                |                      |                      |   |        |                            |                    |              | ACCOUNT TOTAL    |        | 132.00      |                     |
| 001551                         | 630000               |                      |   |        | GAS                        |                    |              |                  |        |             |                     |
| 004321                         | SPIRE                | G2022 7.5.22         |   | 0      | 2022                       | 10                 | INV P        | 47.70            | 071522 | 291880      | SPIRE (WILLMUT GAS) |
|                                |                      |                      |   |        |                            |                    |              | ACCOUNT TOTAL    |        | 47.70       |                     |
| 001551                         | 639900               |                      |   |        | OTHER REPAIRS AND MAINT.   |                    |              |                  |        |             |                     |
| 003707                         | MS STATE/DEPT OF HEA | 22-130684            |   | 0      | 2022                       | 10                 | INV P        | 30.00            | 071522 | 291821      | BOILER INSPECTIONS- |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10          |  |  |  |         |  |                          |               |                 |         |                            |             |
|-----------------------------------------|--|--|--|---------|--|--------------------------|---------------|-----------------|---------|----------------------------|-------------|
| ACCOUNT/VENDOR                          |  |  |  | INVOICE |  | PO                       | YEAR/PR TYP S |                 | WARRANT | CHECK                      | DESCRIPTION |
|                                         |  |  |  |         |  | ACCOUNT TOTAL            |               | 30.00           |         |                            |             |
|                                         |  |  |  |         |  | ORG 001551 TOTAL         |               | 209.70          |         |                            |             |
| 001553 CEMETERY DIV                     |  |  |  |         |  |                          |               |                 |         |                            |             |
| 001553 540500                           |  |  |  |         |  | CONCRETE, CEMENT, ETC.   |               |                 |         |                            |             |
| 003473 M M C MATERIALS INC- 251870      |  |  |  | 228250  |  | 2022 9 INV P             |               | 606.00 071522   |         | 291802 CONCRETE FOR DUMPST |             |
|                                         |  |  |  |         |  | ACCOUNT TOTAL            |               | 606.00          |         |                            |             |
| 001553 570000                           |  |  |  |         |  | MTR VEHICLE REP. PTS/SPL |               |                 |         |                            |             |
| 002642 DEERE & COMPANY P79390           |  |  |  | 228728  |  | 2022 10 INV P            |               | 78.53 071522    |         | 291724 M174026-V-BELT FOR  |             |
| 004299 SOUTHERN TIRE MART L 2520097901  |  |  |  | 228727  |  | 2022 10 INV P            |               | 255.73 071522   |         | 291876 F000178-LT215/85R16 |             |
|                                         |  |  |  |         |  | ACCOUNT TOTAL            |               | 334.26          |         |                            |             |
| 001553 575500                           |  |  |  |         |  | AGRICLTR REPAIR PTS/SPL  |               |                 |         |                            |             |
| 003961 POWER HOUSE TOOLS & 1098         |  |  |  | 228498  |  | 2022 10 INV P            |               | 1,394.87 071522 |         | 291845 483247-SPRING, RH D |             |
| 003987 PUCKETT RENTS 901163-0001        |  |  |  | 228446  |  | 2022 10 INV P            |               | 1,466.53 071522 |         | 291847 PINS, BUSHINGS & SE |             |
|                                         |  |  |  |         |  | ACCOUNT TOTAL            |               | 2,861.40        |         |                            |             |
| 001553 577000                           |  |  |  |         |  | EXPENDABLE WELDING SPLY. |               |                 |         |                            |             |
| 002071 AIRGAS USA LLC (NORD 9984417376  |  |  |  | 0       |  | 2022 10 INV P            |               | 66.83 071522    |         | 291651 ACETYLENE/OXYGEN CY |             |
| 002071 AIRGAS USA LLC (NORD 9985158586  |  |  |  | 0       |  | 2022 10 INV P            |               | 66.83 071522    |         | 291651 ACETYLENE/OXYGEN CY |             |
| 002071 AIRGAS USA LLC (NORD 9986592397  |  |  |  | 0       |  | 2022 10 INV P            |               | 77.40 071522    |         | 291651 ACETYLENE/OXYGEN CY |             |
| 002071 AIRGAS USA LLC (NORD 9988744783  |  |  |  | 0       |  | 2022 10 INV P            |               | 77.40 071522    |         | 291651 ACETYLENE/OXYGEN CY |             |
|                                         |  |  |  |         |  |                          |               | 288.46          |         |                            |             |
|                                         |  |  |  |         |  | ACCOUNT TOTAL            |               | 288.46          |         |                            |             |
| 001553 604900                           |  |  |  |         |  | OTHER PROFESSIONAL SERV. |               |                 |         |                            |             |
| 002471 CINTAS CORPORATION # 07          |  |  |  | 0       |  | 2022 10 INV P            |               | 23.37 071522    |         | 291695 SERVICE OF FIRST AI |             |
| 003634 MOLLY MAID 3122                  |  |  |  | 0       |  | 2022 10 INV P            |               | 245.00 071522   |         | 291815 MB#2005-2/267 CLEAN |             |
|                                         |  |  |  |         |  | ACCOUNT TOTAL            |               | 268.37          |         |                            |             |
| 001553 630000                           |  |  |  |         |  | GAS                      |               |                 |         |                            |             |
| 004321 SPIRE G2022 7.5.22               |  |  |  | 0       |  | 2022 10 INV P            |               | 22.52 071522    |         | 291880 SPIRE (WILLMUT GAS) |             |
|                                         |  |  |  |         |  | ACCOUNT TOTAL            |               | 22.52           |         |                            |             |
| 001553 630500                           |  |  |  |         |  | ELECTRICITY              |               |                 |         |                            |             |
| 003873 PEARL RIVER VALLEY E 2022 24-JUN |  |  |  | 0       |  | 2022 10 INV P            |               | 40.80 071522    |         | 291836 PEARL RIVER VALLEY  |             |
|                                         |  |  |  |         |  | ACCOUNT TOTAL            |               | 40.80           |         |                            |             |
| 001553 639900                           |  |  |  |         |  | OTHER REPAIRS AND MAINT. |               |                 |         |                            |             |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |           | PO     | YEAR/PR | TYP                     | S     | WARRANT         | CHECK  | DESCRIPTION         |
|--------------------------------|-----------|--------|---------|-------------------------|-------|-----------------|--------|---------------------|
| ACCOUNT/VENDOR                 | INVOICE   |        |         |                         |       |                 |        |                     |
| 003707 MS STATE/DEPT OF HEA    | 22-130684 | 0      | 2022 10 | INV                     | P     | 90.00 071522    | 291821 | BOILER INSPECTIONS- |
|                                |           |        |         | ACCOUNT TOTAL           |       | 90.00           |        |                     |
| 001553 721200                  |           |        |         | FENCES/RAILINGS         |       |                 |        |                     |
| 004504 UNITED FENCE COMPANY    | 2296      | 227879 | 2022 10 | INV                     | P     | 2,484.00 071522 | 291897 | BLACK CHAIN LINK FE |
| 004504 UNITED FENCE COMPANY    | 2304      | 227880 | 2022 10 | INV                     | P     | 450.00 071522   | 291897 | AUTO EXIT FOR ELECT |
|                                |           |        |         |                         |       | 2,934.00        |        |                     |
|                                |           |        |         | ACCOUNT TOTAL           |       | 2,934.00        |        |                     |
|                                |           |        |         | ORG 001553              | TOTAL | 7,445.81        |        |                     |
| 001560                         |           |        |         | PARKING OPER.           |       |                 |        |                     |
| 001560 640200                  |           |        |         | PARKING GARAGE/LOT RENT |       |                 |        |                     |
| 003789 NORFOLK SOUTHERN COR    | 92711722  | 0      | 2022 10 | INV                     | P     | 2,291.90 071522 | 291828 | LEASE FOR RR PKG LO |
|                                |           |        |         | ACCOUNT TOTAL           |       | 2,291.90        |        |                     |
|                                |           |        |         | ORG 001560              | TOTAL | 2,291.90        |        |                     |
| FUND 001 REVENUES              |           |        |         | TOTAL:                  |       | 987,223.19      |        |                     |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      | ACCOUNT/VENDOR |      | INVOICE                        | PO   | YEAR/PR | TYP | S | WARRANT  | CHECK  | DESCRIPTION                |
|--------------------------------|----------------------|----------------|------|--------------------------------|------|---------|-----|---|----------|--------|----------------------------|
| 002300                         |                      |                |      | PKS/REC-RECREATION MAINT. DIV. |      |         |     |   |          |        |                            |
| 002300                         | 525000               |                |      | GAS AND OIL                    |      |         |     |   |          |        |                            |
| 001002                         | CITY OF HATTIESBURG  | 12320008       | 6/22 | 0                              | 2022 | 10      | INV | P | 8,855.74 | 071522 | 291697 FUEL ALLOCATION 6/1 |
|                                |                      |                |      | ACCOUNT TOTAL                  |      |         |     |   | 8,855.74 |        |                            |
| 002300                         | 525700               |                |      | DIESEL FUEL                    |      |         |     |   |          |        |                            |
| 001002                         | CITY OF HATTIESBURG  | 12320008       | 6/22 | 0                              | 2022 | 10      | INV | P | 709.67   | 071522 | 291697 FUEL ALLOCATION 6/1 |
|                                |                      |                |      | ACCOUNT TOTAL                  |      |         |     |   | 709.67   |        |                            |
| 002300                         | 544000               |                |      | HORT./LANDSCAPING SPPLY.       |      |         |     |   |          |        |                            |
| 003897                         | PHILLIPS BARK PROCES | 153611         |      | 228548                         | 2022 | 10      | INV | P | 1,435.00 | 071522 | 291838 P&R CITY WIDE USE H |
|                                |                      |                |      | ACCOUNT TOTAL                  |      |         |     |   | 1,435.00 |        |                            |
| 002300                         | 570000               |                |      | MTR VEHICLE REP. PTS/SPL       |      |         |     |   |          |        |                            |
| 002166                         | AUTO ARMATURE SERVIC | 28476          |      | 228582                         | 2022 | 10      | INV | P | 164.95   | 071522 | 291669 P&R TRK 20420-BATTE |
| 003246                         | JERRY'S AUTOMOTIVE R | 21784          |      | 228447                         | 2022 | 10      | INV | P | 237.35   | 071522 | 291782 P&R TRUCK UNIT 1856 |
|                                |                      |                |      | ACCOUNT TOTAL                  |      |         |     |   | 402.30   |        |                            |
| 002300                         | 575000               |                |      | COMMUNICATION REPAIR PTS       |      |         |     |   |          |        |                            |
| 002535                         | COMSOUTH             | 201216         |      | 227854                         | 2022 | 10      | INV | P | 1,475.00 | 071522 | 291710 VP5430 700/800 MODE |
|                                |                      |                |      | ACCOUNT TOTAL                  |      |         |     |   | 1,475.00 |        |                            |
| 002300                         | 575500               |                |      | AGRICLTRL REPAIR PTS/SPL       |      |         |     |   |          |        |                            |
| 002304                         | BRACKMAN MOWER WAREH | 24463          |      | 228380                         | 2022 | 10      | INV | P | 118.21   | 071522 | 291680 P&R MOWER UNIT 2132 |
| 002304                         | BRACKMAN MOWER WAREH | 24465          |      | 228382                         | 2022 | 10      | INV | P | 19.11    | 071522 | 291680 P&R MOWER 21597-REP |
| 002304                         | BRACKMAN MOWER WAREH | 24975          |      | 228525                         | 2022 | 10      | INV | P | 342.70   | 071522 | 291680 P&R MOWER 21097 SER |
|                                |                      |                |      |                                |      |         |     |   | 480.02   |        |                            |
| 004299                         | SOUTHERN TIRE MART L | 25200095257    |      | 228379                         | 2022 | 10      | INV | P | 125.00   | 071522 | 291876 P&R MOWER FOR 21755 |
| 004299                         | SOUTHERN TIRE MART L | 2520093988     |      | 228114                         | 2022 | 10      | INV | P | 39.90    | 071522 | 291876 P&R MOWER UNIT 2132 |
| 004299                         | SOUTHERN TIRE MART L | 2520095238     |      | 228339                         | 2022 | 10      | INV | P | 96.45    | 071522 | 291876 P&R TRK TRAILER 204 |
| 004299                         | SOUTHERN TIRE MART L | 2520095485     |      | 228398                         | 2022 | 10      | INV | P | 130.00   | 071522 | 291876 P&R MOWER 20234-TIR |
| 004299                         | SOUTHERN TIRE MART L | 2520095643     |      | 228464                         | 2022 | 10      | INV | P | 115.88   | 071522 | 291876 P&R TRK UNIT 18558- |
| 004299                         | SOUTHERN TIRE MART L | 2520095968     |      | 228468                         | 2022 | 10      | INV | P | 370.00   | 071522 | 291876 P&R TRAILER 14556-T |
| 004299                         | SOUTHERN TIRE MART L | 2520096310     |      | 228520                         | 2022 | 10      | INV | P | 115.00   | 071522 | 291876 P&R MOWER FOR 21755 |
|                                |                      |                |      |                                |      |         |     |   | 992.23   |        |                            |
|                                |                      |                |      | ACCOUNT TOTAL                  |      |         |     |   | 1,472.25 |        |                            |
| 002300                         | 630500               |                |      | ELECTRICITY                    |      |         |     |   |          |        |                            |
| 003700                         | MS POWER COMPANY     | E2022 7.1.22   |      | 0                              | 2022 | 10      | INV | P | 67.09    | 071522 | 291820 MS POWER VARIOUS DE |
|                                |                      |                |      | ACCOUNT TOTAL                  |      |         |     |   | 67.09    |        |                            |



## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      |             |        |         |     |       |           |        |             |                     |  |
|--------------------------------|----------------------|-------------|--------|---------|-----|-------|-----------|--------|-------------|---------------------|--|
| ACCOUNT/VENDOR                 |                      | INVOICE     | PO     | YEAR/PR | TYP | S     | WARRANT   | CHECK  | DESCRIPTION |                     |  |
| 002300                         | 636000               |             |        |         |     |       |           |        |             |                     |  |
| 003140                         | HUB CITY CONSTRUCTIO | 2440        | 228132 | 2022    | 9   | INV P | 43,950.00 | 071522 | 291772      | 2-QUOTE CHAIN PARK  |  |
| ACCOUNT TOTAL                  |                      |             |        |         |     |       | 43,950.00 |        |             |                     |  |
| 002300                         | 638000               |             |        |         |     |       |           |        |             |                     |  |
| 048400                         | HUB CITY CONSTRUCTIO | 2466        | 0      | 2022    | 10  | INV P | 1,761.74  | 071522 | 291773      | P&R EMER WEATHER DA |  |
| ACCOUNT TOTAL                  |                      |             |        |         |     |       | 1,761.74  |        |             |                     |  |
| 002300                         | 638700               |             |        |         |     |       |           |        |             |                     |  |
| 002304                         | BRACKMAN MOWER WAREH | 24463       | 228380 | 2022    | 10  | INV P | 113.09    | 071522 | 291680      | P&R MOWER UNIT 2132 |  |
| 002304                         | BRACKMAN MOWER WAREH | 24465       | 228382 | 2022    | 10  | INV P | 107.15    | 071522 | 291680      | P&R MOWER 21597-REP |  |
| 002304                         | BRACKMAN MOWER WAREH | 24975       | 228525 | 2022    | 10  | INV P | 320.00    | 071522 | 291680      | P&R MOWER 21097 SER |  |
| 002304                         | BRACKMAN MOWER WAREH | 24978       | 228528 | 2022    | 10  | INV P | 97.35     | 071522 | 291680      | P&R MOWER UNIT 2159 |  |
|                                |                      |             |        |         |     |       | 637.59    |        |             |                     |  |
| 003615                         | JOHN DEERE FINANCIAL | W85136      | 228469 | 2022    | 10  | INV P | 132.50    | 071522 | 291784      | P&R SANDPRO LABOR T |  |
| 004299                         | SOUTHERN TIRE MART L | 25200095257 | 228379 | 2022    | 10  | INV P | 19.95     | 071522 | 291876      | P&R MOWER FOR 21755 |  |
| 004299                         | SOUTHERN TIRE MART L | 2520095238  | 228339 | 2022    | 10  | INV P | 30.50     | 071522 | 291876      | P&R TRK TRAILER 204 |  |
| 004299                         | SOUTHERN TIRE MART L | 2520095968  | 228468 | 2022    | 10  | INV P | 61.50     | 071522 | 291876      | P&R TRAILER 14556-T |  |
| 004299                         | SOUTHERN TIRE MART L | 2520096310  | 228520 | 2022    | 10  | INV P | 24.50     | 071522 | 291876      | P&R MOWER FOR 21755 |  |
|                                |                      |             |        |         |     |       | 136.45    |        |             |                     |  |
| ACCOUNT TOTAL                  |                      |             |        |         |     |       | 906.54    |        |             |                     |  |
| 002300                         | 639400               |             |        |         |     |       |           |        |             |                     |  |
| 003040                         | HAVARD PEST CONTROL  | 1970427     | 0      | 2022    | 10  | INV P | 48.00     | 071522 | 291766      |                     |  |
| ACCOUNT TOTAL                  |                      |             |        |         |     |       | 48.00     |        |             |                     |  |
| 002300                         | 639900               |             |        |         |     |       |           |        |             |                     |  |
| 002567                         | COURTNEY'S RESTAURAN | 14778       | 0      | 2022    | 9   | INV P | 450.00    | 071522 | 291715      | ICE MACHINE SERVICE |  |
| 003707                         | MS STATE/DEPT OF HEA | 22-130785   | 0      | 2022    | 10  | INV P | 30.00     | 071522 | 291821      | BOILER INSPECTIONS- |  |
| 003707                         | MS STATE/DEPT OF HEA | 22-130811   | 0      | 2022    | 10  | INV P | 60.00     | 071522 | 291821      | BOILER INSPECTIONS- |  |
|                                |                      |             |        |         |     |       | 90.00     |        |             |                     |  |
| ACCOUNT TOTAL                  |                      |             |        |         |     |       | 540.00    |        |             |                     |  |
| 002300                         | 643000               |             |        |         |     |       |           |        |             |                     |  |
| 002471                         | CINTAS CORPORATION # | 4123262503  | 0      | 2022    | 10  | INV P | 173.40    | 071522 | 291694      | P&R GRNDS MAINT UNI |  |
| ACCOUNT TOTAL                  |                      |             |        |         |     |       | 173.40    |        |             |                     |  |
| 002300                         | 644900               |             |        |         |     |       |           |        |             |                     |  |
| 002471                         | CINTAS CORPORATION # | 4123262109  | 0      | 2022    | 10  | INV P | 24.25     | 071522 | 291695      | P&R GRNDS MAINT-MAT |  |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      |                   |                            | ACCOUNT/VENDOR               |     | INVOICE | PO | YEAR/PR | TYP | S | WARRANT   | CHECK  | DESCRIPTION                |
|--------------------------------|----------------------|-------------------|----------------------------|------------------------------|-----|---------|----|---------|-----|---|-----------|--------|----------------------------|
| ACCOUNT TOTAL                  |                      |                   |                            |                              |     |         |    |         |     |   | 24.25     |        |                            |
| 002300                         | 687000               |                   |                            | CUSTODIAL SERVICE            |     |         |    |         |     |   |           |        |                            |
| 002037                         | AB SUPPORT SERVICES  | 3B2004            | 225007                     | 2022 10                      | INV | P       |    |         |     |   | 380.00    | 071522 | 291649 MB# 2021-1274 JANIT |
| ACCOUNT TOTAL                  |                      |                   |                            |                              |     |         |    |         |     |   | 380.00    |        |                            |
| 002300                         | 699900               |                   |                            | SERVICES NOT SPECIFIED       |     |         |    |         |     |   |           |        |                            |
| 002905                         | GILLILANDS ELECTRONI | 8148              | 228343                     | 2022 10                      | INV | P       |    |         |     |   | 4,890.00  | 071522 | 291754 P&R TATUM REC OFFIC |
| ACCOUNT TOTAL                  |                      |                   |                            |                              |     |         |    |         |     |   | 4,890.00  |        |                            |
| ORG 002300 TOTAL               |                      |                   |                            |                              |     |         |    |         |     |   | 67,090.98 |        |                            |
| 002315                         |                      |                   | PKS/REC-REC.ADMIN/COM.REL. |                              |     |         |    |         |     |   |           |        |                            |
| 002315                         | 501000               |                   |                            | OTHER EXPENDABLE OFF.SPL     |     |         |    |         |     |   |           |        |                            |
| 002613                         | DAKTECH COMPUTERS    | INV0344516        | 228363                     | 2022 10                      | INV | P       |    |         |     |   | 950.00    | 071522 | 291720 COMPUTERS FOR WATER |
| ACCOUNT TOTAL                  |                      |                   |                            |                              |     |         |    |         |     |   | 950.00    |        |                            |
| 002315                         | 525000               |                   |                            | GAS AND OIL                  |     |         |    |         |     |   |           |        |                            |
| 001002                         | CITY OF HATTIESBURG  | 12320008 6/22     | 0                          | 2022 10                      | INV | P       |    |         |     |   | 102.38    | 071522 | 291697 FUEL ALLOCATION 6/1 |
| ACCOUNT TOTAL                  |                      |                   |                            |                              |     |         |    |         |     |   | 102.38    |        |                            |
| 002315                         | 551000               |                   |                            | RECREATIONAL SUPPLIES        |     |         |    |         |     |   |           |        |                            |
| 002177                         | B S N SPORTS         | 305415056         | 228223                     | 2022 10                      | INV | P       |    |         |     |   | 1,069.09  | 071522 | 291671 SUMMER PROGRAMS     |
| 004017                         | REGIONS CARDHOLDER S | 1286 - 06-30-2022 | 0                          | 2022 10                      | INV | P       |    |         |     |   | 1,332.54  | 071522 | 291853 1286 - 06-30-2022 C |
| 004017                         | REGIONS CARDHOLDER S | 9492 - 06-30-2022 | 0                          | 2022 10                      | INV | P       |    |         |     |   | 287.87    | 071522 | 291853 9492 06-30-2022 CRE |
|                                |                      |                   |                            |                              |     |         |    |         |     |   | 1,620.41  |        |                            |
| ACCOUNT TOTAL                  |                      |                   |                            |                              |     |         |    |         |     |   | 2,689.50  |        |                            |
| 002315                         | 560001               |                   |                            | BLDG MATERIALS & SPLY GRANTS |     |         |    |         |     |   |           |        |                            |
| 004017                         | REGIONS CARDHOLDER S | 9492 - 06-30-2022 | 0                          | 2022 10                      | INV | P       |    |         |     |   | 48.90     | 071522 | 291853 9492 06-30-2022 CRE |
| ACCOUNT TOTAL                  |                      |                   |                            |                              |     |         |    |         |     |   | 48.90     |        |                            |
| 002315                         | 560500               |                   |                            | ELECTRICAL SUPPLIES          |     |         |    |         |     |   |           |        |                            |
| 003208                         | IRBY, STUART C CO    | S013090926.001    | 228818                     | 2022 10                      | INV | P       |    |         |     |   | 48.00     | 071522 | 291777 LED BULBS FOR POOLS |
| ACCOUNT TOTAL                  |                      |                   |                            |                              |     |         |    |         |     |   | 48.00     |        |                            |
| 002315                         | 603400               |                   |                            | OFFICIALS                    |     |         |    |         |     |   |           |        |                            |
| 002540                         | CONNER, TOBARRA      | 7.11.22           | 0                          | 2022 10                      | INV | P       |    |         |     |   | 40.00     | 071522 | 291711 HPR CONTRACT LABOR  |
| 003958                         | POWELL, RANDY        | 7.11.22           | 0                          | 2022 10                      | INV | P       |    |         |     |   | 180.00    | 071522 | 291844 HPR CONTRACT LABOR  |
| 004221                         | SMITH, CARLTON L     | 7.8.22            | 0                          | 2022 10                      | INV | P       |    |         |     |   | 200.00    | 071522 | 291868 HPR CONTRACT LABOR  |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                   | INVOICE | PO | YEAR/PR                  | TYP | S | WARRANT         | CHECK  | DESCRIPTION         |
|--------------------------------|-------------------|---------|----|--------------------------|-----|---|-----------------|--------|---------------------|
| ACCOUNT/VENDOR                 |                   |         |    |                          |     |   |                 |        |                     |
| 004416 TERRELL, WINSTON        | 7.8.22            |         | 0  | 2022 10                  | INV | P | 250.00 071522   | 291887 | HPR CONTRACT LABOR  |
| 004432 THOMPSON, JESSE         | 7.8.22            |         | 0  | 2022 10                  | INV | P | 75.00 071522    | 291888 | HPR CONTRACT LABOR  |
| 004460 TROTTER, COREY          | 7.8.22            |         | 0  | 2022 10                  | INV | P | 125.00 071522   | 291892 | HPR CONTRACT LABOR  |
| 047595 MARTIN DERRICAS         | 7.8.22            |         | 0  | 2022 10                  | INV | P | 250.00 071522   | 291805 | HPR CONTRACT LABOR  |
| 048590 CRAWFORD OTTO           | 7.8.22            |         | 0  | 2022 10                  | INV | P | 150.00 071522   | 291718 | HPR CONTRACT LABOR  |
| 048728 STALLINGS IVORY B       | 7.11.22           |         | 0  | 2022 10                  | INV | P | 60.00 071522    | 291882 | HPR CONTRACT LABOR  |
| 048772 LEE ANTHONY             | 7.8.22            |         | 0  | 2022 10                  | INV | P | 210.00 071522   | 291798 | HPR CONTRACT LABOR  |
| ACCOUNT TOTAL                  |                   |         |    |                          |     |   | 1,540.00        |        |                     |
| 002315 604900                  |                   |         |    | OTHER PROFESSIONAL SERV. |     |   |                 |        |                     |
| 002540 CONNER, TOBARRA         | 7.8.22            |         | 0  | 2022 10                  | INV | P | 60.00 071522    | 291711 | HPR CONTRACT LABOR  |
| 002908 GLOBAL SECURITY COMP    | 1081              |         | 0  | 2022 10                  | INV | P | 350.00 071522   | 291755 | SECURITY FOR ADULT  |
| 002965 GUTHRIE, JONI S         | 7.8.22            |         | 0  | 2022 10                  | INV | P | 180.00 071522   | 291760 | HPR CONTRACT LABOR  |
| 003313 KETTLEY, ANNETTE        | 7.8.22            |         | 0  | 2022 10                  | INV | P | 50.00 071522    | 291789 | HPR CONTRACT LABOR  |
| 003508 MARTIN, MAGDALINE       | 7.8.22            |         | 0  | 2022 10                  | INV | P | 96.00 071522    | 291806 | HPR CONTRACT LABOR  |
| 003958 POWELL, RANDY           | 7.8.22            |         | 0  | 2022 10                  | INV | P | 105.00 071522   | 291844 | HPR CONTRACT LABOR  |
| 004323 SPORTS ILLUSTRATED P    | 530318            |         | 0  | 2022 10                  | INV | P | 411.00 071522   | 291881 | SIPLAY INOIVCE JUNE |
| 004661 WILLIAMS, MICHELLE K    | JUNE 2022         |         | 0  | 2022 10                  | INV | P | 3,000.00 071522 | 291910 | JUNE AQUATIC SERVIC |
| 047494 WISEMAN ERIC            | 7.8.22            |         | 0  | 2022 10                  | INV | P | 100.00 071522   | 291912 | HPR CONTRACT LABOR  |
| 048422 RAY NANCY REBEKAH       | 7.5.22            |         | 0  | 2022 10                  | INV | P | 75.00 071522    | 291851 | HPR CONTRACT LABOR  |
| 048728 STALLINGS IVORY B       | 7.12.22           |         | 0  | 2022 10                  | INV | P | 20.00 071522    | 291882 | HPR CONTRACT LABOR  |
| 048972 MOZAN IBRAHIM           | 7.12.22           |         | 0  | 2022 10                  | INV | P | 30.00 071522    | 291817 | HPR CONTRACT LABOR  |
| ACCOUNT TOTAL                  |                   |         |    |                          |     |   | 4,477.00        |        |                     |
| 002315 604919                  |                   |         |    | OTH PROF SERV-ART CENTER |     |   |                 |        |                     |
| 002905 GILLILANDS ELECTRONI    | 22956             |         | 0  | 2022 10                  | INV | P | 291.68 071522   | 291754 | FIRE ALARM SERVICE  |
| ACCOUNT TOTAL                  |                   |         |    |                          |     |   | 291.68          |        |                     |
| 002315 615200                  |                   |         |    | ADVERTISING-SPEC. EVENTS |     |   |                 |        |                     |
| 004017 REGIONS CARDHOLDER S    | 1286 - 06-30-2022 |         | 0  | 2022 10                  | INV | P | 376.46 071522   | 291853 | 1286 - 06-30-2022 C |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10   |                     |         |        |                          |               |    |       |           |        |                            |
|----------------------------------|---------------------|---------|--------|--------------------------|---------------|----|-------|-----------|--------|----------------------------|
| ACCOUNT/VENDOR                   |                     | INVOICE |        | PO                       | YEAR/PR TYP S |    |       | WARRANT   | CHECK  | DESCRIPTION                |
|                                  |                     |         |        | ACCOUNT TOTAL            |               |    |       | 376.46    |        |                            |
| 002315                           | 630000              |         |        | GAS                      |               |    |       |           |        |                            |
| 004321                           | SPIRE               | G2022   | 7.5.22 | 0                        | 2022          | 10 | INV P | 20.00     | 071522 | 291880 SPIRE (WILLMUT GAS) |
|                                  |                     |         |        | ACCOUNT TOTAL            |               |    |       | 20.00     |        |                            |
| 002315                           | 630500              |         |        | ELECTRICITY              |               |    |       |           |        |                            |
| 003700                           | MS POWER COMPANY    | E2022   | 7.1.22 | 0                        | 2022          | 10 | INV P | 1,255.68  | 071522 | 291820 MS POWER VARIOUS DE |
|                                  |                     |         |        | ACCOUNT TOTAL            |               |    |       | 1,255.68  |        |                            |
| 002315                           | 639400              |         |        | DISINFECT./EXTERMINATION |               |    |       |           |        |                            |
| 003040                           | HAVARD PEST CONTROL | 1970396 |        | 0                        | 2022          | 10 | INV P | 48.00     | 071522 | 291766 HAVARD PEST CONTROL |
| 003040                           | HAVARD PEST CONTROL | 1970402 |        | 0                        | 2022          | 10 | INV P | 48.00     | 071522 | 291766 HAVARD PEST CONTROL |
|                                  |                     |         |        |                          |               |    |       | 96.00     |        |                            |
|                                  |                     |         |        | ACCOUNT TOTAL            |               |    |       | 96.00     |        |                            |
|                                  |                     |         |        | ORG 002315               | TOTAL         |    |       | 11,895.60 |        |                            |
| FUND 002 PARKS & RECREATION FUND |                     |         |        |                          | TOTAL:        |    |       | 78,986.58 |        |                            |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                                |         |         |      |    |         |       |                            |        |        |                     |
|--------------------------------|--------------------------------|---------|---------|------|----|---------|-------|----------------------------|--------|--------|---------------------|
| ACCOUNT/VENDOR                 | INVOICE                        | PO      | YEAR/PR | TYP  | S  | WARRANT | CHECK | DESCRIPTION                |        |        |                     |
| 005160                         |                                |         |         |      |    |         |       | H.M.F.P.FUND-FIRE DIVISION |        |        |                     |
| 005160                         | 535500                         |         |         |      |    |         |       | WEARING APPAREL            |        |        |                     |
| 003744                         | NAFECO-NORTH AMERICA           | 1154238 | 228624  | 2022 | 10 | INV     | P     | 4,360.00                   | 071522 | 291826 | HFD TURNOUTS FOR NE |
| 003744                         | NAFECO-NORTH AMERICA           | 1154643 | 228624  | 2022 | 10 | INV     | P     | 355.00                     | 071522 | 291826 | HFD TURNOUTS FOR NE |
|                                |                                |         |         |      |    |         |       | 4,715.00                   |        |        |                     |
|                                |                                |         |         |      |    |         |       | ACCOUNT TOTAL              |        |        |                     |
|                                |                                |         |         |      |    |         |       | 4,715.00                   |        |        |                     |
|                                |                                |         |         |      |    |         |       | ORG 005160                 | TOTAL  |        |                     |
|                                |                                |         |         |      |    |         |       | 4,715.00                   |        |        |                     |
| FUND 005                       | HATT.MUNICIPAL FIRE PROTECTION |         |         |      |    |         |       | TOTAL:                     |        |        |                     |
|                                |                                |         |         |      |    |         |       | 4,715.00                   |        |        |                     |

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      | INVOICE           |        | PO                          | YEAR/PR                  | TYP | S | WARRANT  | CHECK  | DESCRIPTION                |
|--------------------------------|----------------------|-------------------|--------|-----------------------------|--------------------------|-----|---|----------|--------|----------------------------|
| 009660                         |                      |                   |        | W&S O&M-CUSTOMER ACCT. DIV. |                          |     |   |          |        |                            |
| 009660                         | 501000               |                   |        |                             | OTHER EXPENDABLE OFF.SPL |     |   |          |        |                            |
| 004327                         | STANDARD OFFICE SUPP | H05579-00         | 228594 | 2022                        | 10                       | INV | P | 36.66    | 071522 | 291883 DRI MARK COUNTERFEI |
| 004327                         | STANDARD OFFICE SUPP | H05580-00         | 228594 | 2022                        | 10                       | INV | P | 118.56   | 071522 | 291883 DRI MARK COUNTERFEI |
| 004327                         | STANDARD OFFICE SUPP | H06099-00         | 228717 | 2022                        | 10                       | INV | P | 347.70   | 071522 | 291883 OFFICE SUPPLIES WAT |
|                                |                      |                   |        |                             |                          |     |   | 502.92   |        |                            |
| ACCOUNT TOTAL                  |                      |                   |        |                             |                          |     |   | 502.92   |        |                            |
| 009660                         | 502000               |                   |        |                             | MINOR OFFICE EQUIP/FURN. |     |   |          |        |                            |
| 002613                         | DAKTECH COMPUTERS    | INV0344516        | 228363 | 2022                        | 10                       | INV | P | 4,750.00 | 071522 | 291720 COMPUTERS FOR WATER |
| 004017                         | REGIONS CARDHOLDER S | 1346 - 06-30-2022 | 0      | 2022                        | 10                       | INV | P | 2,367.98 | 071522 | 291853 1346 - 06-30-2022 C |
| ACCOUNT TOTAL                  |                      |                   |        |                             |                          |     |   | 7,117.98 |        |                            |
| 009660                         | 525000               |                   |        |                             | GAS AND OIL              |     |   |          |        |                            |
| 001002                         | CITY OF HATTIESBURG  | WATER 6/22        | 0      | 2022                        | 10                       | INV | P | 1,160.30 | 071522 | 291699 FUEL ALLOCATION 6/1 |
| ACCOUNT TOTAL                  |                      |                   |        |                             |                          |     |   | 1,160.30 |        |                            |
| 009660                         | 545000               |                   |        |                             | HAND TOOLS               |     |   |          |        |                            |
| 002442                         | CENTRAL PIPE SUPPLY  | S100280574.001    | 225951 | 2022                        | 10                       | INV | P | 30.19    | 071522 | 291687 ALIGNMENT TOOL FOR  |
| ACCOUNT TOTAL                  |                      |                   |        |                             |                          |     |   | 30.19    |        |                            |
| 009660                         | 601000               |                   |        |                             | AUDITING AND ACCOUNTING  |     |   |          |        |                            |
| 004442                         | TMH                  | 222994            | 0      | 2022                        | 10                       | INV | P | 3,000.00 | 071522 | 291889 FINAL BILLING FY21  |
| ACCOUNT TOTAL                  |                      |                   |        |                             |                          |     |   | 3,000.00 |        |                            |
| 009660                         | 604900               |                   |        |                             | OTHER PROFESSIONAL SERV. |     |   |          |        |                            |
| 002146                         | ARNOLD LINE WATER AS | 271424            | 0      | 2022                        | 10                       | INV | P | 1,300.00 | 071522 | 291661 MB 2021-839 PAYMENT |
| 002181                         | BADGER METER INC     | 80102335          | 0      | 2022                        | 10                       | INV | P | 2,112.37 | 071522 | 291672 M/B 2018-832 BEACON |
| 002665                         | DIXIE COMMUNITY UTIL | DX 070722         | 0      | 2022                        | 10                       | INV | P | 420.00   | 071522 | 291729 SEWER READS JUNE 22 |
| 003186                         | INSTALLATION PLUS    | 10227             | 0      | 2022                        | 9                        | INV | P | 279.75   | 071522 | 291775 REPAIR TO FUEL PUMP |
| 003861                         | PATTERSON AUTO ELECT | 81508             | 0      | 2022                        | 10                       | INV | P | 538.49   | 071522 | 291834 REPAIRS TO UNIT 197 |
| ACCOUNT TOTAL                  |                      |                   |        |                             |                          |     |   | 4,650.61 |        |                            |
| 009660                         | 607000               |                   |        |                             | POSTAGE                  |     |   |          |        |                            |
| 047562                         | ENCO UTILITY         | 23248             | 0      | 2022                        | 9                        | INV | P | 2,005.84 | 071522 | 291740 MB 2020-835 RT3 BIL |
| ACCOUNT TOTAL                  |                      |                   |        |                             |                          |     |   | 2,005.84 |        |                            |
| 009660                         | 620000               |                   |        |                             | PRINTING                 |     |   |          |        |                            |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |  |                |  |               |  |                          |  |         |  |       |  |                 |  |        |  |                     |  |  |  |
|--------------------------------|--|----------------|--|---------------|--|--------------------------|--|---------|--|-------|--|-----------------|--|--------|--|---------------------|--|--|--|
| ACCOUNT/VENDOR                 |  |                |  | INVOICE       |  | PO                       |  | YEAR/PR |  | TYP S |  | WARRANT         |  | CHECK  |  | DESCRIPTION         |  |  |  |
| 047562 ENCO UTILITY            |  | 23248          |  | 0             |  | 2022 9                   |  | INV P   |  |       |  | 818.98 071522   |  | 291740 |  | MB 2020-835 RT3 BIL |  |  |  |
| ACCOUNT TOTAL                  |  |                |  |               |  |                          |  |         |  |       |  | 818.98          |  |        |  |                     |  |  |  |
| 009660 635000                  |  |                |  |               |  | BUILDING R&M             |  |         |  |       |  |                 |  |        |  |                     |  |  |  |
| 003707 MS STATE/DEPT OF HEA    |  | 22-130736      |  | 0             |  | 2022 10                  |  | INV P   |  |       |  | 30.00 071522    |  | 291821 |  | BOILER INSPECTIONS- |  |  |  |
| ACCOUNT TOTAL                  |  |                |  |               |  |                          |  |         |  |       |  | 30.00           |  |        |  |                     |  |  |  |
| 009660 643000                  |  |                |  |               |  | UNIFORM RENT             |  |         |  |       |  |                 |  |        |  |                     |  |  |  |
| 002471 CINTAS CORPORATION #    |  | 4124214220     |  | 0             |  | 2022 10                  |  | INV P   |  |       |  | 61.36 071522    |  | 291694 |  | S/C 8200044758 UNIF |  |  |  |
| ACCOUNT TOTAL                  |  |                |  |               |  |                          |  |         |  |       |  | 61.36           |  |        |  |                     |  |  |  |
| 009660 687000                  |  |                |  |               |  | CUSTODIAL SERVICE        |  |         |  |       |  |                 |  |        |  |                     |  |  |  |
| 002037 AB SUPPORT SERVICES     |  | 4B1004         |  | 225889        |  | 2022 10                  |  | INV P   |  |       |  | 550.00 071522   |  | 291649 |  | MB# 2022-58 JANITOR |  |  |  |
| ACCOUNT TOTAL                  |  |                |  |               |  |                          |  |         |  |       |  | 550.00          |  |        |  |                     |  |  |  |
| ORG 009660 TOTAL               |  |                |  |               |  |                          |  |         |  |       |  | 19,928.18       |  |        |  |                     |  |  |  |
| 009672                         |  |                |  | W&S O&M-WATER |  | TRANSMISSION DIV         |  |         |  |       |  |                 |  |        |  |                     |  |  |  |
| 009672 525000                  |  |                |  |               |  | GAS AND OIL              |  |         |  |       |  |                 |  |        |  |                     |  |  |  |
| 001002 CITY OF HATTIESBURG     |  | WATER 6/22     |  | 0             |  | 2022 10                  |  | INV P   |  |       |  | 5,588.65 071522 |  | 291699 |  | FUEL ALLOCATION 6/1 |  |  |  |
| ACCOUNT TOTAL                  |  |                |  |               |  |                          |  |         |  |       |  | 5,588.65        |  |        |  |                     |  |  |  |
| 009672 525700                  |  |                |  |               |  | DIESEL FUEL              |  |         |  |       |  |                 |  |        |  |                     |  |  |  |
| 001002 CITY OF HATTIESBURG     |  | WATER 6/22     |  | 0             |  | 2022 10                  |  | INV P   |  |       |  | 177.31 071522   |  | 291699 |  | FUEL ALLOCATION 6/1 |  |  |  |
| ACCOUNT TOTAL                  |  |                |  |               |  |                          |  |         |  |       |  | 177.31          |  |        |  |                     |  |  |  |
| 009672 561000                  |  |                |  |               |  | PLUMBING SUPPLIES        |  |         |  |       |  |                 |  |        |  |                     |  |  |  |
| 002442 CENTRAL PIPE SUPPLY     |  | S100301759-001 |  | 228678        |  | 2022 10                  |  | INV P   |  |       |  | 4,176.00 071522 |  | 291687 |  | 5/8" M25 BADGER HRE |  |  |  |
| 002442 CENTRAL PIPE SUPPLY     |  | S100302138-001 |  | 228713        |  | 2022 10                  |  | INV P   |  |       |  | 329.20 071522   |  | 291687 |  | WAREHOUSE STOCK FOR |  |  |  |
|                                |  |                |  |               |  |                          |  |         |  |       |  | 4,505.20        |  |        |  |                     |  |  |  |
| 002559 CORE & MAIN (HD SUPP    |  | R055880        |  | 228361        |  | 2022 10                  |  | INV P   |  |       |  | 170.80 071522   |  | 291712 |  | WAREHOUSE STOCK FOR |  |  |  |
| 004300 SOUTHERN WATERWORKS     |  | 91289          |  | 228575        |  | 2022 10                  |  | INV P   |  |       |  | 870.75 071522   |  | 291877 |  | WAREHOUSE STOCK FOR |  |  |  |
| ACCOUNT TOTAL                  |  |                |  |               |  |                          |  |         |  |       |  | 5,546.75        |  |        |  |                     |  |  |  |
| 009672 570000                  |  |                |  |               |  | MTR VEHICLE REP. PTS/SPL |  |         |  |       |  |                 |  |        |  |                     |  |  |  |
| 002166 AUTO ARMATURE SERVIC    |  | 28527          |  | 228647        |  | 2022 9                   |  | INV P   |  |       |  | 199.95 071522   |  | 291669 |  | BATTERY FOR ASSET # |  |  |  |
| 002413 CARQUEST AUTO PARTS     |  | 14758-13091    |  | 228556        |  | 2022 9                   |  | INV P   |  |       |  | 90.37 071522    |  | 291686 |  | REPAIR PARTS FOR UN |  |  |  |
| 002413 CARQUEST AUTO PARTS     |  | 14758-13125    |  | 228652        |  | 2022 10                  |  | INV P   |  |       |  | 39.65 071522    |  | 291686 |  | REPAIR PARTS FOR UN |  |  |  |
|                                |  |                |  |               |  |                          |  |         |  |       |  | 130.02          |  |        |  |                     |  |  |  |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      | ACCOUNT/VENDOR |        | INVOICE                      | PO  | YEAR/PR | TYP | S | WARRANT          | CHECK  | DESCRIPTION         |
|--------------------------------|----------------------|----------------|--------|------------------------------|-----|---------|-----|---|------------------|--------|---------------------|
| 002700                         | EAGLE TIRE AND SERVI | INV065651      | 228501 | 2022 10                      | INV | P       |     |   | 301.64 071522    | 291734 | TIRES FOR UNIT # 21 |
| 003861                         | PATTERSON AUTO ELECT | 81501          | 228651 | 2022 10                      | INV | P       |     |   | 736.10 071522    | 291834 | REPAIRS TO UNIT # 1 |
|                                |                      |                |        | ACCOUNT TOTAL                |     |         |     |   | 1,367.71         |        |                     |
| 009672                         | 604900               |                |        | OTHER PROFESSIONAL SERV.     |     |         |     |   |                  |        |                     |
| 002288                         | BONNER ANALYTICAL TE | 77290          | 0      | 2022 10                      | INV | P       |     |   | 2,153.08 071522  | 291678 | NPDES MONITORING, L |
| 002380                         | BYRD, WADE J.        | 072022BYRD     | 0      | 2022 10                      | INV | P       |     |   | 3,000.00 071522  | 291684 | WATER OPERATOR OF R |
| 004143                         | SECURITY BLANKET     | 177382         | 0      | 2022 10                      | INV | P       |     |   | 75.00 071522     | 291861 | 07/06 SERVICE CALL, |
|                                |                      |                |        | ACCOUNT TOTAL                |     |         |     |   | 5,228.08         |        |                     |
| 009672                         | 636000               |                |        | STREETS & STRUCTURES R&M     |     |         |     |   |                  |        |                     |
| 048434                         | AMERICAN TANK        | 58414          | 0      | 2022 10                      | INV | P       |     |   | 86,737.56 071522 | 291656 | QUARTERLY TANK INSP |
|                                |                      |                |        | ACCOUNT TOTAL                |     |         |     |   | 86,737.56        |        |                     |
| 009672                         | 638400               |                |        | MOTOR VEHICLE EQ. R&M        |     |         |     |   |                  |        |                     |
| 002700                         | EAGLE TIRE AND SERVI | INV065651      | 228501 | 2022 10                      | INV | P       |     |   | 42.00 071522     | 291734 | TIRES FOR UNIT # 21 |
| 003861                         | PATTERSON AUTO ELECT | 81501          | 228651 | 2022 10                      | INV | P       |     |   | 1,187.50 071522  | 291834 | REPAIRS TO UNIT # 1 |
| 004576                         | WALT MASSEY CHEVROLE | 418097         | 0      | 2022 10                      | INV | P       |     |   | 153.94 071522    | 291899 | BRAKE INSPECTION ON |
|                                |                      |                |        | ACCOUNT TOTAL                |     |         |     |   | 1,383.44         |        |                     |
| 009672                         | 638600               |                |        | CONSTRUCTION EQUIP R&M       |     |         |     |   |                  |        |                     |
| 002751                         | EQUIPMENT INC        | 155500825      | 228645 | 2022 10                      | INV | P       |     |   | 608.93 071522    | 291741 | REPAIRS TO BOBCAT E |
|                                |                      |                |        | ACCOUNT TOTAL                |     |         |     |   | 608.93           |        |                     |
| 009672                         | 639800               |                |        | TOW IN CHARGES               |     |         |     |   |                  |        |                     |
| 003389                         | LARRY'S WRECKER SERV | 9747           | 0      | 2022 10                      | INV | P       |     |   | 65.00 071522     | 291797 | IN TOWN TOW, UNIT # |
|                                |                      |                |        | ACCOUNT TOTAL                |     |         |     |   | 65.00            |        |                     |
|                                |                      |                |        | ORG 009672 TOTAL             |     |         |     |   | 106,703.43       |        |                     |
| 009673                         |                      |                |        | W&S O&M-WATER PLANT DIVISION |     |         |     |   |                  |        |                     |
| 009673                         | 525700               |                |        | DIESEL FUEL                  |     |         |     |   |                  |        |                     |
| 001002                         | CITY OF HATTIESBURG  | WATER 6/22     | 0      | 2022 10                      | INV | P       |     |   | 934.86 071522    | 291699 | FUEL ALLOCATION 6/1 |
|                                |                      |                |        | ACCOUNT TOTAL                |     |         |     |   | 934.86           |        |                     |
| 009673                         | 570000               |                |        | MTR VEHICLE REP. PTS/SPL     |     |         |     |   |                  |        |                     |
| 003712                         | MS STATE/TAX COMM/TA | 223587         | 0      | 2022 9                       | INV | P       |     |   | 12.00 071522     | 291823 | TAX EXEMPT TAG FOR  |
| 004205                         | SIGNS FIRST          | H-81057        | 228551 | 2022 9                       | INV | P       |     |   | 17.32 071522     | 291866 | LETTERING FOR UNIT  |



## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                         |               |        |         |    |                          |     |           |           |        |                     |
|--------------------------------|-------------------------|---------------|--------|---------|----|--------------------------|-----|-----------|-----------|--------|---------------------|
| ACCOUNT/VENDOR                 |                         |               |        | INVOICE | PO | YEAR/PR                  | TYP | S         | WARRANT   | CHECK  | DESCRIPTION         |
| ACCOUNT TOTAL                  |                         |               |        |         |    |                          |     |           | 29.32     |        |                     |
| 009673                         | 604900                  |               |        |         |    | OTHER PROFESSIONAL SERV. |     |           |           |        |                     |
| 002288                         | BONNER ANALYTICAL TE    | 77205         | 0      | 2022    | 9  | INV                      | P   | 26.50     | 071522    | 291678 | COLIFORM TESTING, 4 |
| 002955                         | GRINER DRILLING SERV R- | 55351         | 0      | 2022    | 10 | INV                      | P   | 1,905.60  | 071522    | 291757 | SERVICE CALL FOR WE |
| 003614                         | MISSION COMMUNICATIO    | 1066119       | 0      | 2022    | 10 | INV                      | P   | 3,031.20  | 071522    | 291814 | ANNUAL CELLULAR SER |
| ACCOUNT TOTAL                  |                         |               |        |         |    |                          |     |           | 4,963.30  |        |                     |
| 009673                         | 630000                  |               |        |         |    | GAS                      |     |           |           |        |                     |
| 004321                         | SPIRE                   | G2022 6.28.22 | 0      | 2022    | 10 | INV                      | P   | 20.00     | 071522    | 291880 | SPIRE FIRE STATION  |
| ACCOUNT TOTAL                  |                         |               |        |         |    |                          |     |           | 20.00     |        |                     |
| 009673                         | 630500                  |               |        |         |    | ELECTRICITY              |     |           |           |        |                     |
| 003700                         | MS POWER COMPANY        | E2022 6.29.22 | 0      | 2022    | 10 | INV                      | P   | 808.45    | 071522    | 291820 | MS POWER 4100 O'FER |
| 003700                         | MS POWER COMPANY        | E2022 7.1.22  | 0      | 2022    | 10 | INV                      | P   | 29,722.86 | 071522    | 291820 | MS POWER VARIOUS DE |
| 003700                         | MS POWER COMPANY        | e2022 7.6.22  | 0      | 2022    | 10 | INV                      | P   | 56.11     | 071522    | 291820 | MS POWER 1102 REBEC |
|                                |                         |               |        |         |    |                          |     |           | 30,587.42 |        |                     |
| 003873                         | PEARL RIVER VALLEY E    | 2022 24-JUN   | 0      | 2022    | 10 | INV                      | P   | 68.88     | 071522    | 291836 | PEARL RIVER VALLEY  |
| 003873                         | PEARL RIVER VALLEY E    | 2022 6.27.22  | 0      | 2022    | 10 | INV                      | P   | 47.51     | 071522    | 291836 | PRVEPA VARIOUS DEPT |
| 003873                         | PEARL RIVER VALLEY E    | 2022 6.30.22  | 0      | 2022    | 10 | INV                      | P   | 5,672.69  | 071522    | 291836 | PEARL RIVER VALLEY  |
|                                |                         |               |        |         |    |                          |     |           | 5,789.08  |        |                     |
| ACCOUNT TOTAL                  |                         |               |        |         |    |                          |     |           | 36,376.50 |        |                     |
| 009673                         | 638300                  |               |        |         |    | GENERATOR R&M            |     |           |           |        |                     |
| 002672                         | DOLEAC ELECTRIC CO I    | TCCSX1        | 228243 | 2022    | 10 | INV                      | P   | 200.00    | 071522    | 291730 | GENERATOR MAINTENAN |
| ACCOUNT TOTAL                  |                         |               |        |         |    |                          |     |           | 200.00    |        |                     |
| 009673                         | 643500                  |               |        |         |    | MOP-MAT-RAG RENT         |     |           |           |        |                     |
| 002471                         | CINTAS CORPORATION #    | 4123505342    | 0      | 2022    | 9  | INV                      | P   | 18.08     | 071522    | 291695 | SC#8200044758- MOPS |
| 002471                         | CINTAS CORPORATION #    | 4124214462    | 0      | 2022    | 10 | INV                      | P   | 23.31     | 071522    | 291695 | SC#8200044758- MOPS |
| 002471                         | CINTAS CORPORATION #    | 4124878686    | 0      | 2022    | 10 | INV                      | P   | 23.31     | 071522    | 291695 | SC#8200044758- MOPS |
|                                |                         |               |        |         |    |                          |     |           | 64.70     |        |                     |
| ACCOUNT TOTAL                  |                         |               |        |         |    |                          |     |           | 64.70     |        |                     |
| 009673                         | 687000                  |               |        |         |    | CUSTODIAL SERVICE        |     |           |           |        |                     |
| 002037                         | AB SUPPORT SERVICES     | 3B2004        | 225007 | 2022    | 10 | INV                      | P   | 380.00    | 071522    | 291649 | MB# 2021-1274 JANIT |
| ACCOUNT TOTAL                  |                         |               |        |         |    |                          |     |           | 380.00    |        |                     |
| 009673                         | 699900                  |               |        |         |    | SERVICES NOT SPECIFIED   |     |           |           |        |                     |
| 003707                         | MS STATE/DEPT OF HEA    | 22-130736     | 0      | 2022    | 10 | INV                      | P   | 120.00    | 071522    | 291821 | BOILER INSPECTIONS- |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      | ACCOUNT/VENDOR |        | INVOICE                | PO                       | YEAR/PR | TYP       | S      | WARRANT   | CHECK               | DESCRIPTION |  |
|--------------------------------|----------------------|----------------|--------|------------------------|--------------------------|---------|-----------|--------|-----------|---------------------|-------------|--|
| ACCOUNT TOTAL                  |                      |                |        |                        |                          |         |           |        | 120.00    |                     |             |  |
| 009673                         | 739900               |                |        |                        | OTHER EQUIPMENT          |         |           |        |           |                     |             |  |
| 003915                         | PINE BELT CDJR, INC  | 103322         | 228774 | 2022 10                | INV                      | P       | 34,825.00 | 071522 | 291840    | TWO QUOTE--2022 RAM |             |  |
| ACCOUNT TOTAL                  |                      |                |        |                        |                          |         |           |        | 34,825.00 |                     |             |  |
| ORG 009673 TOTAL               |                      |                |        |                        |                          |         |           |        | 77,913.68 |                     |             |  |
| 009676                         |                      |                |        | W&S O&M-SEWER DIVISION |                          |         |           |        |           |                     |             |  |
| 009676                         | 525000               |                |        |                        | GAS AND OIL              |         |           |        |           |                     |             |  |
| 001002                         | CITY OF HATTIESBURG  | WATER 6/22     | 0      | 2022 10                | INV                      | P       | 262.76    | 071522 | 291699    | FUEL ALLOCATION 6/1 |             |  |
| ACCOUNT TOTAL                  |                      |                |        |                        |                          |         |           |        | 262.76    |                     |             |  |
| 009676                         | 525700               |                |        |                        | DIESEL FUEL              |         |           |        |           |                     |             |  |
| 001002                         | CITY OF HATTIESBURG  | WATER 6/22     | 0      | 2022 10                | INV                      | P       | 527.88    | 071522 | 291699    | FUEL ALLOCATION 6/1 |             |  |
| ACCOUNT TOTAL                  |                      |                |        |                        |                          |         |           |        | 527.88    |                     |             |  |
| 009676                         | 561000               |                |        |                        | PLUMBING SUPPLIES        |         |           |        |           |                     |             |  |
| 002442                         | CENTRAL PIPE SUPPLY  | S100299158-002 | 228358 | 2022 10                | INV                      | P       | 836.00    | 071522 | 291687    | WAREHOUSE STOCK FOR |             |  |
| ACCOUNT TOTAL                  |                      |                |        |                        |                          |         |           |        | 836.00    |                     |             |  |
| 009676                         | 570000               |                |        |                        | MTR VEHICLE REP. PTS/SPL |         |           |        |           |                     |             |  |
| 002413                         | CARQUEST AUTO PARTS  | 14758-13531    | 228800 | 2022 10                | INV                      | P       | 298.73    | 071522 | 291686    | REPAIR PARTS FOR UN |             |  |
| ACCOUNT TOTAL                  |                      |                |        |                        |                          |         |           |        | 298.73    |                     |             |  |
| 009676                         | 599000               |                |        |                        | OTHER REPAIR/MAINT. SPL. |         |           |        |           |                     |             |  |
| 002083                         | ALLBRITTON CHAIN SAW | 91441          | 228648 | 2022 10                | INV                      | P       | 33.99     | 071522 | 291652    | TRIMHEAD FOR ASSET  |             |  |
| 003543                         | MCELHANEY PLUMBING I | 292674         | 228457 | 2022 10                | INV                      | P       | 29.95     | 071522 | 291809    | 4FT FIBERGLASS PROB |             |  |
| ACCOUNT TOTAL                  |                      |                |        |                        |                          |         |           |        | 63.94     |                     |             |  |
| 009676                         | 630500               |                |        |                        | ELECTRICITY              |         |           |        |           |                     |             |  |
| 003700                         | MS POWER COMPANY     | E2022 7.1.22   | 0      | 2022 10                | INV                      | P       | 719.07    | 071522 | 291820    | MS POWER VARIOUS DE |             |  |
| 004282                         | SOUTHERN PINE ELECTR | E2022 7.5.22   | 0      | 2022 10                | INV                      | P       | 852.45    | 071522 | 291872    | SOUTHERN PINE VARIO |             |  |
| ACCOUNT TOTAL                  |                      |                |        |                        |                          |         |           |        | 1,571.52  |                     |             |  |
| 009676                         | 636000               |                |        |                        | STREETS & STRUCTURES R&M |         |           |        |           |                     |             |  |
| 004058                         | RJM MCQUEEN CONTRACT | 2639           | 0      | 2022 9                 | INV                      | P       | 84,630.01 | 071522 | 291857    | MB2020-179:SEWER RE |             |  |
| 004058                         | RJM MCQUEEN CONTRACT | 2641           | 0      | 2022 10                | INV                      | P       | 9,010.30  | 071522 | 291857    | MB2020-179:SEWER RE |             |  |
|                                |                      |                |        |                        |                          |         |           |        | 93,640.31 |                     |             |  |
| ACCOUNT TOTAL                  |                      |                |        |                        |                          |         |           |        | 93,640.31 |                     |             |  |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      | ACCOUNT/VENDOR |        | INVOICE                   | PO  | YEAR/PR | TYP | S | WARRANT   | CHECK  | DESCRIPTION                |
|--------------------------------|----------------------|----------------|--------|---------------------------|-----|---------|-----|---|-----------|--------|----------------------------|
| 009676                         | 638600               |                |        |                           |     |         |     |   |           |        |                            |
|                                |                      |                |        | CONSTRUCTION EQUIP R&M    |     |         |     |   |           |        |                            |
| 002083                         | ALLBRITTON CHAIN SAW | 13434          | 228559 | 2022 10                   | INV | P       |     |   | 44.47     | 071522 | 291652 REPAIRS TO ASSET #  |
| 002083                         | ALLBRITTON CHAIN SAW | 13492          | 228769 | 2022 10                   | INV | P       |     |   | 102.43    | 071522 | 291652 REPAIRS TO ASSET #  |
| 002083                         | ALLBRITTON CHAIN SAW | 13493          | 228765 | 2022 10                   | INV | P       |     |   | 91.16     | 071522 | 291652 REPAIRS FOR ASSET # |
|                                |                      |                |        |                           |     |         |     |   | 238.06    |        |                            |
| 002751                         | EQUIPMENT INC        | 155500825      | 228645 | 2022 10                   | INV | P       |     |   | 776.25    | 071522 | 291741 REPAIRS TO BOBCAT E |
|                                |                      |                |        | ACCOUNT TOTAL             |     |         |     |   | 1,014.31  |        |                            |
| 009676                         | 643000               |                |        | UNIFORM RENT              |     |         |     |   |           |        |                            |
| 002471                         | CINTAS CORPORATION # | 4123505793     | 0      | 2022 9                    | INV | P       |     |   | 267.08    | 071522 | 291694 SC#8200044758- UNIF |
| 002471                         | CINTAS CORPORATION # | 4124214870     | 0      | 2022 10                   | INV | P       |     |   | 267.08    | 071522 | 291694 SC#8200044758- UNIF |
| 002471                         | CINTAS CORPORATION # | 4124879342     | 0      | 2022 10                   | INV | P       |     |   | 267.08    | 071522 | 291694 SC#8200044758-- UNI |
|                                |                      |                |        |                           |     |         |     |   | 801.24    |        |                            |
|                                |                      |                |        | ACCOUNT TOTAL             |     |         |     |   | 801.24    |        |                            |
|                                |                      |                |        | ORG 009676 TOTAL          |     |         |     |   | 99,016.69 |        |                            |
| 009677                         |                      |                |        | W&S O&M-SEWER LAGOON DIV. |     |         |     |   |           |        |                            |
| 009677                         | 513000               |                |        | CHEMICALS                 |     |         |     |   |           |        |                            |
| 002094                         | ALLIED UNIVERSAL COR | I2789820       | 228550 | 2022 10                   | INV | P       |     |   | 7,242.90  | 071522 | 291653 CHLORINE & SULFUR D |
|                                |                      |                |        | ACCOUNT TOTAL             |     |         |     |   | 7,242.90  |        |                            |
| 009677                         | 525000               |                |        | GAS AND OIL               |     |         |     |   |           |        |                            |
| 001002                         | CITY OF HATTIESBURG  | WATER 6/22     | 0      | 2022 10                   | INV | P       |     |   | 809.99    | 071522 | 291699 FUEL ALLOCATION 6/1 |
|                                |                      |                |        | ACCOUNT TOTAL             |     |         |     |   | 809.99    |        |                            |
| 009677                         | 525700               |                |        | DIESEL FUEL               |     |         |     |   |           |        |                            |
| 001002                         | CITY OF HATTIESBURG  | WATER 6/22     | 0      | 2022 10                   | INV | P       |     |   | 114.27    | 071522 | 291699 FUEL ALLOCATION 6/1 |
|                                |                      |                |        | ACCOUNT TOTAL             |     |         |     |   | 114.27    |        |                            |
| 009677                         | 602500               |                |        | LEGAL                     |     |         |     |   |           |        |                            |
| 004599                         | WATKINS & EAGAR      | 419437         | 0      | 2022 10                   | INV | P       |     |   | 1,225.50  | 071522 | 291905 WASTEWATER AGREEMEN |
| 004599                         | WATKINS & EAGAR      | 419438         | 0      | 2022 10                   | INV | P       |     |   | 2,085.50  | 071522 | 291905 GENERAL ENVIRONMENT |
|                                |                      |                |        |                           |     |         |     |   | 3,311.00  |        |                            |
|                                |                      |                |        | ACCOUNT TOTAL             |     |         |     |   | 3,311.00  |        |                            |
| 009677                         | 630500               |                |        | ELECTRICITY               |     |         |     |   |           |        |                            |
| 003700                         | MS POWER COMPANY     | E2022 7.1.22   | 0      | 2022 10                   | INV | P       |     |   | 17,201.70 | 071522 | 291820 MS POWER VARIOUS DE |
| 003873                         | PEARL RIVER VALLEY E | 2022 24-JUN    | 0      | 2022 10                   | INV | P       |     |   | 532.93    | 071522 | 291836 PEARL RIVER VALLEY  |
| 003873                         | PEARL RIVER VALLEY E | 2022 6.27.22   | 0      | 2022 10                   | INV | P       |     |   | 50.22     | 071522 | 291836 PRVEPA VARIOUS DEPT |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |  |  |  |  |  |                                |  |            |                     |        |            |        |             |                    |
|--------------------------------|--|--|--|--|--|--------------------------------|--|------------|---------------------|--------|------------|--------|-------------|--------------------|
| ACCOUNT/VENDOR                 |  |  |  |  |  | INVOICE                        |  | PO         | YEAR/PR TYP S       |        | WARRANT    | CHECK  | DESCRIPTION |                    |
| 003873 PEARL RIVER VALLEY E    |  |  |  |  |  | 2022 6.30.22                   |  | 0          | 2022 10             | INV P  | 2,613.92   | 071522 | 291836      | PEARL RIVER VALLEY |
|                                |  |  |  |  |  |                                |  |            |                     |        | 3,197.07   |        |             |                    |
|                                |  |  |  |  |  |                                |  |            | ACCOUNT TOTAL       |        | 20,398.77  |        |             |                    |
| 009677 638000                  |  |  |  |  |  |                                |  |            | FIXED EQUIPMENT R&M |        |            |        |             |                    |
| 003348 L & A CONTRACTING CO    |  |  |  |  |  | 483-217                        |  | 0          | 2022 10             | INV P  | 41,736.18  | 071522 | 291791      | MB2016-64: LAGOONS |
|                                |  |  |  |  |  |                                |  |            | ACCOUNT TOTAL       |        | 41,736.18  |        |             |                    |
|                                |  |  |  |  |  |                                |  | ORG 009677 |                     | TOTAL  | 73,613.11  |        |             |                    |
| FUND 009                       |  |  |  |  |  | WATER & SEWER OPERATION/MAINT. |  |            |                     | TOTAL: | 377,175.09 |        |             |                    |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      | ACCOUNT/VENDOR |        | INVOICE |      | PO | YEAR/PR | TYP | S | WARRANT | CHECK  | DESCRIPTION                |
|--------------------------------|----------------------|----------------|--------|---------|------|----|---------|-----|---|---------|--------|----------------------------|
| 011000                         |                      |                |        |         |      |    |         |     |   |         |        |                            |
| 011000                         | 114000               |                |        |         |      |    |         |     |   |         |        |                            |
| 048010                         | CENTURY CONSTRUCTION | 116777         | 83279  | 0       | 2022 | 9  | INV     | P   |   | 35.00   | 071522 | 291688 METER DEP REF 83279 |
| 048016                         | CENTURY CONSTRUCTION | 116798         | 83297  | 0       | 2022 | 9  | INV     | P   |   | 35.00   | 071522 | 291689 METER DEP REF 83297 |
| 048125                         | CENTURY CONSTRUCTION | 118286         | 84766  | 0       | 2022 | 9  | INV     | P   |   | 35.00   | 071522 | 291690 METER DEP REF 84766 |
| 048181                         | DEARMAN PROPERTY     | 114834         | 81455  | 0       | 2022 | 9  | INV     | P   |   | 600.00  | 071522 | 291722 METER DEP REF 81455 |
| 048316                         | CENTURY MANAGEMENT   | 109033         | 761811 | 0       | 2022 | 9  | INV     | P   |   | 35.00   | 071522 | 291691 METER DEP REF 76181 |
| 048651                         | LEE EVERETT CONST    | 119166         | 85608  | 0       | 2022 | 9  | INV     | P   |   | 18.00   | 071522 | 291799 METER DEP REF 85608 |
| 048921                         | CORNELIUS MCGEE      | 107272         | 74563  | 0       | 2022 | 9  | INV     | P   |   | 18.00   | 071522 | 291713 METER DEP REF 74563 |
| 048922                         | WILFORD PAYNE III    | 107503         | 74774  | 0       | 2022 | 9  | INV     | P   |   | 75.00   | 071522 | 291908 METER DEP REF74774  |
| 048923                         | JAMES BUSH           | 110158         | 77241  | 0       | 2022 | 9  | INV     | P   |   | 9.76    | 071522 | 291780 METER FEP REF 77241 |
| 048924                         | WILLIAM RINDERER     | 113179         | 79954  | 0       | 2022 | 9  | INV     | P   |   | 18.00   | 071522 | 291909 METER DEP REF 79954 |
| 048925                         | RUSSELL MITCHELL     | 114466         | 81119  | 0       | 2022 | 9  | INV     | P   |   | 18.00   | 071522 | 291858 METER DEP REF 81119 |
| 048926                         | DEARMAN PROPERTY     | 114833         | 81454  | 0       | 2022 | 9  | INV     | P   |   | 600.00  | 071522 | 291723 METER DEP REF 81454 |
| 048927                         | DEARMAN PROP         | 114835         | 81456  | 0       | 2022 | 9  | INV     | P   |   | 600.00  | 071522 | 291721 METER DEP REF 81456 |
| 048928                         | HEIDI WILSON         | 115148         | 81749  | 0       | 2022 | 9  | INV     | P   |   | 18.00   | 071522 | 291767 METER DEP REF 81749 |
| 048929                         | LANIE A BARRAVIK     | 115190         | 81787  | 0       | 2022 | 9  | INV     | P   |   | 75.00   | 071522 | 291796 METER DEP REF 81787 |
| 048930                         | CHRISTOPHER J LEE    | 115257         | 81848  | 0       | 2022 | 9  | INV     | P   |   | 9.76    | 071522 | 291693 METER DEWP REF 8184 |
| 048931                         | GABRIELLE KLINK      | 115886         | 82452  | 0       | 2022 | 9  | INV     | P   |   | 18.00   | 071522 | 291751 METER DEP REF 82452 |
| 048932                         | KARINA JOAN REYNOLDS | 117335         | 83828  | 0       | 2022 | 9  | INV     | P   |   | 18.00   | 071522 | 291787 METER DEP REF 83828 |
| 048933                         | BRADY SHOEMAKER      | 117804         | 84285  | 0       | 2022 | 9  | INV     | P   |   | 18.00   | 071522 | 291682 METER DEP REF 84285 |
| 048934                         | LYNLEE WALTERS       | 118026         | 84502  | 0       | 2022 | 9  | INV     | P   |   | 9.76    | 071522 | 291801 METER DEP REF 84502 |
| 048935                         | TRIPLE A HOMES OF    | 118294         | 84754  | 0       | 2022 | 9  | INV     | P   |   | 18.00   | 071522 | 291891 METER DEP REF 84754 |
| 048955                         | WANDA WOODY          | 74122          | 44971  | 0       | 2022 | 9  | INV     | P   |   | 40.00   | 071522 | 291901 METER DEP REF 44971 |
| 048956                         | ANGELA MAGEE         | 110215         | 77296  | 0       | 2022 | 9  | INV     | P   |   | 18.00   | 071522 | 291658 METER DEP REF 77296 |
| 048957                         | CLARENCE HOWINGTON   | 113721         | 80453  | 0       | 2022 | 9  | INV     | P   |   | 18.00   | 071522 | 291703 METER DEP REF 80453 |
| 048958                         | KELLEIGH CLEVELAND   | 117737         | 84220  | 0       | 2022 | 9  | INV     | P   |   | 75.00   | 071522 | 291788 METER DEP REF 84220 |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |  | INVOICE |       | PO | YEAR/PR    | TYP | S             | WARRANT  | CHECK    | DESCRIPTION                |
|--------------------------------|--|---------|-------|----|------------|-----|---------------|----------|----------|----------------------------|
| ACCOUNT/VENDOR                 |  |         |       |    |            |     |               |          |          |                            |
| 048959 DURRELL BARNETT         |  | 119864  | 86282 | 0  | 2022       | 9   | INV P         | 75.00    | 071522   | 291731 METER DEP REF 86282 |
|                                |  |         |       |    |            |     | ACCOUNT TOTAL | 2,507.28 |          |                            |
|                                |  |         |       |    | ORG 011000 |     | TOTAL         | 2,507.28 |          |                            |
| FUND 011 WATER & SEWER FUND    |  |         |       |    |            |     |               | TOTAL:   | 2,507.28 |                            |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10   |        |          |              |         |                             |         |       |          |          |                            |
|----------------------------------|--------|----------|--------------|---------|-----------------------------|---------|-------|----------|----------|----------------------------|
| 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 4797653 | 226060  | 2022                        | 9       | INV P | 1,720.65 | 071522   | 291752 SUPPLIES FOR COMMUN |
| ACCOUNT TOTAL                    |        |          |              |         |                             |         |       | 1,720.65 |          |                            |
| ORG 019100 TOTAL                 |        |          |              |         |                             |         |       | 1,720.65 |          |                            |
| FUND 019 POLICE FORFEITURES FUND |        |          |              |         |                             |         |       | TOTAL:   | 1,720.65 |                            |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                         | ACCOUNT/VENDOR           |   | INVOICE                   | PO | YEAR/PR | TYP | S | WARRANT    | CHECK  | DESCRIPTION                |
|--------------------------------|-------------------------|--------------------------|---|---------------------------|----|---------|-----|---|------------|--------|----------------------------|
| 039551                         |                         |                          |   | AIRPORT IMPR.-AIRPORT DIV |    |         |     |   |            |        |                            |
| 039551                         | 601500                  |                          |   | ENGINEERING               |    |         |     |   |            |        |                            |
| 003385                         | LANDRY LEWIS GERMANY CN | 22-3908-001              | 0 | 2022                      | 9  | INV     | P   |   | 4,000.00   | 071522 | 291795 AIRPORT BUILDING DE |
|                                |                         |                          |   | ACCOUNT TOTAL             |    |         |     |   | 4,000.00   |        |                            |
| 039551                         | 729502                  |                          |   | AIRPORT IMP-FAA           |    |         |     |   |            |        |                            |
| 002843                         | FORD ENGINEERING SER    | 210206M                  | 0 | 2022                      | 10 | INV     | P   |   | 6,181.01   | 071522 | 291747 MB 2021-31 AIRPORT  |
| 002843                         | FORD ENGINEERING SER    | 211116H                  | 0 | 2022                      | 10 | INV     | P   |   | 15,924.56  | 071522 | 291747 MB 2021-306 TAXIWAY |
|                                |                         |                          |   |                           |    |         |     |   | 22,105.57  |        |                            |
| 003343                         | KUTCHINS & GROH LLC     | 3719                     | 0 | 2022                      | 9  | INV     | P   |   | 3,050.00   | 071522 | 291790 TAXIWAY A REALIGNME |
| 004610                         | WEBSTER ELECTRIC COM    | 551-007                  | 0 | 2022                      | 10 | INV     | P   |   | 102,849.43 | 071522 | 291906 MB 2021-189 AIRPORT |
|                                |                         |                          |   | ACCOUNT TOTAL             |    |         |     |   | 128,005.00 |        |                            |
|                                |                         |                          |   | ORG 039551                |    | TOTAL   |     |   | 132,005.00 |        |                            |
|                                | FUND 039                | AIRPORT IMPROVEMENT FUND |   |                           |    | TOTAL:  |     |   | 132,005.00 |        |                            |



INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                                    | ACCOUNT/VENDOR     |  | INVOICE | PO     | YEAR/PR                    | TYP | S | WARRANT    | CHECK  | DESCRIPTION                |
|--------------------------------|------------------------------------|--------------------|--|---------|--------|----------------------------|-----|---|------------|--------|----------------------------|
| 072201                         |                                    |                    |  |         |        | MUN.ROAD&BRIDGE-STREET DIV |     |   |            |        |                            |
| 072201                         | 601500                             |                    |  |         |        | ENGINEERING                |     |   |            |        |                            |
| 004197                         | SHOWS DEARMAN & WAIT               | 22786              |  |         | 0      | 2022 10                    | INV | P | 125.00     | 071522 | 291864 MB 2021-267 N. 28TH |
|                                |                                    |                    |  |         |        | ACCOUNT TOTAL              |     |   | 125.00     |        |                            |
| 072201                         | 601501                             |                    |  |         |        | ENGINEERING-I&I STUDY      |     |   |            |        |                            |
| 004197                         | SHOWS DEARMAN & WAIT               | 22791              |  |         | 0      | 2022 10                    | INV | P | 1,992.09   | 071522 | 291863 MB 2020-157 LINCOLN |
|                                |                                    |                    |  |         |        | ACCOUNT TOTAL              |     |   | 1,992.09   |        |                            |
| 072201                         | 601700                             |                    |  |         |        | APPRAISAL                  |     |   |            |        |                            |
| 003420                         | LIGHTSEY & ASSOCIATE LA CASA-INV   |                    |  |         | 0      | 2022 10                    | INV | P | 850.00     | 071522 | 291800 N. 28TH AVE BRIDGE  |
|                                |                                    |                    |  |         |        | ACCOUNT TOTAL              |     |   | 850.00     |        |                            |
| 072201                         | 602500                             |                    |  |         |        | LEGAL                      |     |   |            |        |                            |
| 003228                         | JACKSON, TULLOS & RO               | 6953               |  |         | 0      | 2022 9                     | INV | P | 1,252.99   | 071522 | 291778 MB 2021-400 GORDON  |
|                                |                                    |                    |  |         |        | ACCOUNT TOTAL              |     |   | 1,252.99   |        |                            |
| 072201                         | 604900                             |                    |  |         |        | OTHER PROFESSIONAL SERV.   |     |   |            |        |                            |
| 048733                         | ATLAS RIGHT OF WAY                 | 206                |  |         | 0      | 2022 9                     | INV | P | 2,450.00   | 071522 | 291668 MB 2021-409 GORDON  |
| 048733                         | ATLAS RIGHT OF WAY                 | 207                |  |         | 0      | 2022 9                     | INV | P | 2,450.00   | 071522 | 291668 MB 2021-409 GORDON  |
|                                |                                    |                    |  |         |        |                            |     |   | 4,900.00   |        |                            |
|                                |                                    |                    |  |         |        | ACCOUNT TOTAL              |     |   | 4,900.00   |        |                            |
| 072201                         | 636000                             |                    |  |         |        | STREETS & STRUCTURES R&M   |     |   |            |        |                            |
| 048682                         | JOE AULTMAN                        | A633               |  |         | 227536 | 2022 10                    | INV | P | 18,100.00  | 071522 | 291783 2-QUOTE STRIPING VA |
|                                |                                    |                    |  |         |        | ACCOUNT TOTAL              |     |   | 18,100.00  |        |                            |
| 072201                         | 723014                             |                    |  |         |        | LAMAR BLVD-REGIONS         |     |   |            |        |                            |
| 004197                         | SHOWS DEARMAN & WAIT               | 22796              |  |         | 0      | 2022 10                    | INV | P | 9,950.00   | 071522 | 291863 MB 2020-113 LAMAR B |
| 004579                         | WALTERS CONSTRUCTION LMAR BLVD #14 |                    |  |         | 0      | 2022 10                    | INV | P | 152,857.65 | 071522 | 291900 MB 2020-113 LAMAR B |
|                                |                                    |                    |  |         |        | ACCOUNT TOTAL              |     |   | 162,807.65 |        |                            |
| 072201                         | 723025                             |                    |  |         |        | CTRY.CLUB RD. INTERSECTN.  |     |   |            |        |                            |
| 004197                         | SHOWS DEARMAN & WAIT               | 22816              |  |         | 0      | 2022 10                    | INV | P | 15,869.08  | 071522 | 291863 MB 2021-171 COUNTRY |
| 048667                         | R & J CONSTRUCTION                 | COUNTRY CLUB RD #4 |  |         | 0      | 2022 10                    | INV | P | 336,798.37 | 071522 | 291849 MB 2021-172 COUNTRY |
|                                |                                    |                    |  |         |        | ACCOUNT TOTAL              |     |   | 352,667.45 |        |                            |
| 072201                         | 723043                             |                    |  |         |        | MDOT-MARTIN LUTHER KIN     |     |   |            |        |                            |
| 004197                         | SHOWS DEARMAN & WAIT               | 22790              |  |         | 0      | 2022 10                    | INV | P | 545.00     | 071522 | 291863 MB 2018-41 MARTIN L |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                         |            |         |       |   |            |       |             |
|--------------------------------|-------------------------|------------|---------|-------|---|------------|-------|-------------|
| ACCOUNT/VENDOR                 | INVOICE                 | PO         | YEAR/PR | TYP   | S | WARRANT    | CHECK | DESCRIPTION |
|                                |                         |            | ACCOUNT | TOTAL |   | 545.00     |       |             |
|                                |                         | ORG 072201 | TOTAL   |       |   | 543,240.18 |       |             |
| FUND 072                       | MUNICIPAL ROAD & BRIDGE |            | TOTAL:  |       |   | 543,240.18 |       |             |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                      | ACCOUNT/VENDOR     |        | INVOICE                     | PO | YEAR/PR TYP S | WARRANT | CHECK  | DESCRIPTION         |
|--------------------------------|----------------------|--------------------|--------|-----------------------------|----|---------------|---------|--------|---------------------|
| 073570                         |                      |                    |        | MASS TRANSIT-TRANSPORTATION |    |               |         |        |                     |
| 073570                         | 490000               |                    |        | UNEMPLOYMENT BENEFITS       |    |               |         |        |                     |
| 003709                         | MS STATE/EMP SECURIT | 202206             | 0      | 2022 10 INV P               |    | 2,081.72      | 071522  | 291822 | UNEMPLOYMENT CLAIMS |
|                                |                      |                    |        | ACCOUNT TOTAL               |    | 2,081.72      |         |        |                     |
| 073570                         | 508000               |                    |        | COMPUTER SUPPLIES           |    |               |         |        |                     |
| 004017                         | REGIONS CARDHOLDER S | 1346 - 06-30-2022  | 0      | 2022 10 INV P               |    | 659.97        | 071522  | 291853 | 1346 - 06-30-2022 C |
|                                |                      |                    |        | ACCOUNT TOTAL               |    | 659.97        |         |        |                     |
| 073570                         | 510000               |                    |        | CLEANING/JANITORIAL SPLY    |    |               |         |        |                     |
| 004634                         | WHEELER'S JANITORIAL | 9975               | 227962 | 2022 10 INV P               |    | 1,819.00      | 071522  | 291907 | PROFESSIONAL CLEANI |
|                                |                      |                    |        | ACCOUNT TOTAL               |    | 1,819.00      |         |        |                     |
| 073570                         | 525000               |                    |        | GAS AND OIL                 |    |               |         |        |                     |
| 001002                         | CITY OF HATTIESBURG  | MASS TRANSIT 6/22  | 0      | 2022 10 INV P               |    | 1,205.61      | 071522  | 291698 | FUEL ALLOCATION 6/1 |
|                                |                      |                    |        | ACCOUNT TOTAL               |    | 1,205.61      |         |        |                     |
| 073570                         | 525700               |                    |        | DIESEL FUEL                 |    |               |         |        |                     |
| 001002                         | CITY OF HATTIESBURG  | MASS TRANSIT 6/22  | 0      | 2022 10 INV P               |    | 14,069.55     | 071522  | 291698 | FUEL ALLOCATION 6/1 |
|                                |                      |                    |        | ACCOUNT TOTAL               |    | 14,069.55     |         |        |                     |
| 073570                         | 604900               |                    |        | OTHER PROFESSIONAL SERV.    |    |               |         |        |                     |
| 004634                         | WHEELER'S JANITORIAL | 10077              | 228274 | 2022 10 INV P               |    | 1,769.00      | 071522  | 291907 | PROFESSIONAL CLEANI |
|                                |                      |                    |        | ACCOUNT TOTAL               |    | 1,769.00      |         |        |                     |
| 073570                         | 620000               |                    |        | PRINTING                    |    |               |         |        |                     |
| 002527                         | COMMERCIAL STATIONER | 459089-0           | 228662 | 2022 10 INV P               |    | 60.50         | 071522  | 291709 | HCT BUS PASSES FOR  |
|                                |                      |                    |        | ACCOUNT TOTAL               |    | 60.50         |         |        |                     |
| 073570                         | 635000               |                    |        | BUILDING R&M                |    |               |         |        |                     |
| 003707                         | MS STATE/DEPT OF HEA | 22-130736          | 0      | 2022 10 INV P               |    | 60.00         | 071522  | 291821 | BOILER INSPECTIONS- |
|                                |                      |                    |        | ACCOUNT TOTAL               |    | 60.00         |         |        |                     |
| 073570                         | 643000               |                    |        | UNIFORM RENT                |    |               |         |        |                     |
| 002471                         | CINTAS CORPORATION # | 4123505521         | 0      | 2022 10 INV P               |    | 631.87        | 071522  | 291694 | HCT UNIFORMS RENTAL |
| 002471                         | CINTAS CORPORATION # | 4124214686         | 0      | 2022 10 INV P               |    | 183.58        | 071522  | 291694 | HCT UNIFORMS RENTAL |
|                                |                      |                    |        |                             |    | 815.45        |         |        |                     |
|                                |                      |                    |        | ACCOUNT TOTAL               |    | 815.45        |         |        |                     |
| 073570                         | 686800               |                    |        | JARC-OPERATIONS             |    |               |         |        |                     |
| 002956                         | GROVE TRANSIT        | JARC INV6/05-18/22 | 0      | 2022 10 INV P               |    | 5,082.00      | 071522  | 291758 | JARC GRANT MB#2020- |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                     |         |        |                   |         |           |         |        |                     |
|--------------------------------|---------------------|---------|--------|-------------------|---------|-----------|---------|--------|---------------------|
| ACCOUNT/VENDOR                 |                     | INVOICE |        | PO                | YEAR/PR | TYP S     | WARRANT | CHECK  | DESCRIPTION         |
|                                |                     |         |        | ACCOUNT TOTAL     |         | 5,082.00  |         |        |                     |
| 073570                         | 687000              |         |        | CUSTODIAL SERVICE |         |           |         |        |                     |
| 002037                         | AB SUPPORT SERVICES | 4B1004  | 225889 | 2022 10           | INV P   | 300.00    | 071522  | 291649 | MB# 2022-58 JANITOR |
|                                |                     |         |        | ACCOUNT TOTAL     |         | 300.00    |         |        |                     |
|                                |                     |         |        | ORG 073570        | TOTAL   | 27,922.80 |         |        |                     |
| FUND 073 MASS TRANSIT FUND     |                     |         |        | TOTAL:            |         | 27,922.80 |         |        |                     |

| YEAR/PERIOD: 2022/9 TO 2022/10 |       | INVOICE                       |       | PO                           | YEAR/PR | TYP        | S | WARRANT    | CHECK  | DESCRIPTION                |
|--------------------------------|-------|-------------------------------|-------|------------------------------|---------|------------|---|------------|--------|----------------------------|
| 075695                         |       |                               |       | W&S CONSTR.-CAPITAL PROJECTS |         |            |   |            |        |                            |
| 075695 601500                  |       |                               |       | ENGINEERING                  |         |            |   |            |        |                            |
| 004197                         | SHOWS | DEARMAN & WAIT                | 22792 | 0                            | 2022 10 | INV        | P | 695.00     | 071522 | 291863 MB 2017-81 WATER PL |
| 004197                         | SHOWS | DEARMAN & WAIT                | 22795 | 0                            | 2022 10 | INV        | P | 1,000.00   | 071522 | 291863 MB 2012-1/34 EPA RE |
| 004197                         | SHOWS | DEARMAN & WAIT                | 22797 | 0                            | 2022 10 | INV        | P | 8,200.00   | 071522 | 291863 MB 2018-288 INFRAST |
| 004197                         | SHOWS | DEARMAN & WAIT                | 22799 | 0                            | 2022 10 | INV        | P | 32,313.56  | 071522 | 291863 MB 2020-137 INFRAST |
| 004197                         | SHOWS | DEARMAN & WAIT                | 22805 | 0                            | 2022 10 | INV        | P | 12,258.00  | 071522 | 291863 MB 2021-338 HATTIES |
| 004197                         | SHOWS | DEARMAN & WAIT                | 22806 | 0                            | 2022 10 | INV        | P | 29,565.00  | 071522 | 291863 MB 2021-386 HATTIES |
| 004197                         | SHOWS | DEARMAN & WAIT                | 22807 | 0                            | 2022 10 | INV        | P | 6,735.00   | 071522 | 291863 MB 2012-1/34 GENERA |
|                                |       |                               |       |                              |         |            |   | 90,766.56  |        |                            |
| ACCOUNT TOTAL                  |       |                               |       |                              |         |            |   | 90,766.56  |        |                            |
| 075695 722001                  |       |                               |       | HALL AVENUE SEWER            |         |            |   |            |        |                            |
| 004197                         | SHOWS | DEARMAN & WAIT                | 22801 | 0                            | 2022 10 | INV        | P | 4,442.50   | 071522 | 291863 MB 2021-45 HALL AVE |
| ACCOUNT TOTAL                  |       |                               |       |                              |         |            |   | 4,442.50   |        |                            |
| 075695 722002                  |       |                               |       | LONLEAF HEIGHTS NORTH        |         |            |   |            |        |                            |
| 004197                         | SHOWS | DEARMAN & WAIT                | 22798 | 0                            | 2022 10 | INV        | P | 9,650.00   | 071522 | 291863 MB 2019-237 LONGLEA |
| ACCOUNT TOTAL                  |       |                               |       |                              |         |            |   | 9,650.00   |        |                            |
| ORG 075695 TOTAL               |       |                               |       |                              |         |            |   | 104,859.06 |        |                            |
| FUND 075                       |       | WATER&SEWER CONSTRUCTION FUND |       | TOTAL:                       |         | 104,859.06 |   |            |        |                            |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                                      |         |            |         |     |   |          |        |                            |
|--------------------------------|--------------------------------------|---------|------------|---------|-----|---|----------|--------|----------------------------|
| ACCOUNT/VENDOR                 |                                      | INVOICE | PO         | YEAR/PR | TYP | S | WARRANT  | CHECK  | DESCRIPTION                |
| 077650                         | COMMUNITY CTR-ADMIN/GENERAL          |         |            |         |     |   |          |        |                            |
| 077650                         | 502000                               |         |            |         |     |   |          |        |                            |
| 002471                         | CINTAS CORPORATION # 9182671129      |         | 228385     | 2022 10 | INV | P | 196.00   | 071522 | 291694 SCRAPER MAT FOR BEN |
|                                |                                      |         |            |         |     |   | 196.00   |        |                            |
|                                |                                      |         |            |         |     |   |          |        | ACCOUNT TOTAL              |
| 077650                         | 510000                               |         |            |         |     |   |          |        |                            |
| 048909                         | BRADY COMPANIES, LLC 7390159         |         | 228408     | 2022 10 | INV | P | 375.78   | 071522 | 291681 JANITORIAL SUPPLIES |
|                                |                                      |         |            |         |     |   | 375.78   |        |                            |
|                                |                                      |         |            |         |     |   |          |        | ACCOUNT TOTAL              |
| 077650                         | 525000                               |         |            |         |     |   |          |        |                            |
| 001002                         | CITY OF HATTIESBURG COM CENTERS 6/22 |         | 0          | 2022 10 | INV | P | 158.29   | 071522 | 291700 FUEL ALLOCATION 6/2 |
|                                |                                      |         |            |         |     |   | 158.29   |        |                            |
|                                |                                      |         |            |         |     |   |          |        | ACCOUNT TOTAL              |
| 077650                         | 560500                               |         |            |         |     |   |          |        |                            |
| 004256                         | SOLAR SUPPLY INC 3453081             |         | 228279     | 2022 9  | INV | P | 30.37    | 071522 | 291869 PART TO REPAIR AC U |
|                                |                                      |         |            |         |     |   | 30.37    |        |                            |
|                                |                                      |         |            |         |     |   |          |        | ACCOUNT TOTAL              |
| 077650                         | 630000                               |         |            |         |     |   |          |        |                            |
| 004321                         | SPIRE G2022 7.5.22                   |         | 0          | 2022 10 | INV | P | 289.14   | 071522 | 291880 SPIRE (WILLMUT GAS) |
|                                |                                      |         |            |         |     |   | 289.14   |        |                            |
|                                |                                      |         |            |         |     |   |          |        | ACCOUNT TOTAL              |
| 077650                         | 630500                               |         |            |         |     |   |          |        |                            |
| 003700                         | MS POWER COMPANY E2022 7.1.22        |         | 0          | 2022 10 | INV | P | 5,807.87 | 071522 | 291820 MS POWER VARIOUS DE |
|                                |                                      |         |            |         |     |   | 5,807.87 |        |                            |
|                                |                                      |         |            |         |     |   |          |        | ACCOUNT TOTAL              |
| 077650                         | 639900                               |         |            |         |     |   |          |        |                            |
| 003707                         | MS STATE/DEPT OF HEA 22-130736       |         | 0          | 2022 10 | INV | P | 30.00    | 071522 | 291821 BOILER INSPECTIONS- |
| 003707                         | MS STATE/DEPT OF HEA 22-130759       |         | 0          | 2022 10 | INV | P | 120.00   | 071522 | 291821 BOILER INSPECTIONS- |
|                                |                                      |         |            |         |     |   | 150.00   |        |                            |
|                                |                                      |         |            |         |     |   |          |        | ACCOUNT TOTAL              |
| 077650                         | 643000                               |         |            |         |     |   |          |        |                            |
| 002471                         | CINTAS CORPORATION # 4121471922      |         | 0          | 2022 10 | INV | P | 189.47   | 071522 | 291694 UNIFORM RENTAL FOR  |
| 002471                         | CINTAS CORPORATION # 4122162524      |         | 0          | 2022 10 | INV | P | 189.47   | 071522 | 291694 UNIFORM RENTAL FOR  |
| 002471                         | CINTAS CORPORATION # 4122838086      |         | 0          | 2022 10 | INV | P | 189.47   | 071522 | 291694 UNIFORM RENTAL FOR  |
|                                |                                      |         |            |         |     |   | 568.41   |        |                            |
|                                |                                      |         |            |         |     |   |          |        | ACCOUNT TOTAL              |
|                                |                                      |         |            |         |     |   | 568.41   |        |                            |
|                                |                                      |         |            |         |     |   |          |        | ACCOUNT TOTAL              |
|                                |                                      |         | ORG 077650 | TOTAL   |     |   | 7,575.86 |        |                            |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |  |                         |  |    |               |  |          |       |             |
|--------------------------------|--|-------------------------|--|----|---------------|--|----------|-------|-------------|
| ACCOUNT/VENDOR                 |  | INVOICE                 |  | PO | YEAR/PR TYP S |  | WARRANT  | CHECK | DESCRIPTION |
|                                |  |                         |  |    |               |  |          |       |             |
| FUND 077                       |  | COMMUNITY CENTERS' FUND |  |    | TOTAL:        |  | 7,575.86 |       |             |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10          |                     |            |  |         |                       |               |     |   |         |        |                            |
|-----------------------------------------|---------------------|------------|--|---------|-----------------------|---------------|-----|---|---------|--------|----------------------------|
| ACCOUNT/VENDOR                          |                     |            |  | INVOICE | PO                    | YEAR/PR TYP S |     |   | WARRANT | CHECK  | DESCRIPTION                |
| 082285                                  |                     |            |  |         | CDBG-ENTITLEMENTS     |               |     |   |         |        |                            |
| 082285 525000                           |                     |            |  |         | GAS AND OIL           |               |     |   |         |        |                            |
| 001002                                  | CITY OF HATTIESBURG | CDBG 6/22  |  | 0       | 2022                  | 10            | INV | P | 234.74  | 071522 | 291701 FUEL ALLOCATION 6/2 |
| ACCOUNT TOTAL                           |                     |            |  |         |                       |               |     |   | 234.74  |        |                            |
| 082285 641000                           |                     |            |  |         | OFFICE EQUIPMENT RENT |               |     |   |         |        |                            |
| 004057                                  | RJ YOUNG COMPANY    | INV4738063 |  | 0       | 2022                  | 9             | INV | P | 206.37  | 071522 | 291856 MB#2021-89 COPIER C |
| 004057                                  | RJ YOUNG COMPANY    | INV4835569 |  | 0       | 2022                  | 9             | INV | P | 206.37  | 071522 | 291856 MB# 2021-89 COPIER  |
|                                         |                     |            |  |         |                       |               |     |   | 412.74  |        |                            |
| ACCOUNT TOTAL                           |                     |            |  |         |                       |               |     |   | 412.74  |        |                            |
|                                         |                     |            |  |         | ORG 082285            | TOTAL         |     |   | 647.48  |        |                            |
| FUND 082 COMMUNITY DEVELOP. BLOCK GRANT |                     |            |  |         |                       |               |     |   | TOTAL:  | 647.48 |                            |



INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10          |                      |           |        |         |                                |         |     |   |           |        |                            |
|-----------------------------------------|----------------------|-----------|--------|---------|--------------------------------|---------|-----|---|-----------|--------|----------------------------|
| ACCOUNT/VENDOR                          |                      |           |        | INVOICE | PO                             | YEAR/PR | TYP | S | WARRANT   | CHECK  | DESCRIPTION                |
| 086300                                  |                      |           |        |         | SPEC SALES TAX/RECREATION MAIN |         |     |   |           |        |                            |
| 086300 729506                           |                      |           |        |         | HBURG AMERICAN ARTS CENTER     |         |     |   |           |        |                            |
| 002714                                  | ECONOMY              | SUPPLY CO | 079201 | 228689  | 2022                           | 10      | INV | P | 149.70    | 071522 | 291735 HATTIESBURG ARTS CE |
| ACCOUNT TOTAL                           |                      |           |        |         |                                |         |     |   | 149.70    |        |                            |
| 086300 7295PR                           |                      |           |        |         | CAPITAL PROJECTS               |         |     |   |           |        |                            |
| 003125                                  | HOOPS, INC           |           | 106333 | 228201  | 2022                           | 10      | INV | P | 4,995.00  | 071522 | 291770 EAST SIDE PARK BASK |
| 003381                                  | LANDARC CONSULTING G | 06-2005   |        | 0       | 2022                           | 10      | INV | P | 10,917.50 | 071522 | 291794 MB 2021-348 MIDTOWN |
| 004504                                  | UNITED FENCE COMPANY | 2292      |        | 227736  | 2022                           | 10      | INV | P | 11,287.00 | 071522 | 291897 2-QUOTE EAST SIDE P |
| ACCOUNT TOTAL                           |                      |           |        |         |                                |         |     |   | 27,199.50 |        |                            |
| ORG 086300 TOTAL                        |                      |           |        |         |                                |         |     |   | 27,349.20 |        |                            |
| FUND 086 SPEC SALES TAX P&R/UNIV IMPROV |                      |           |        |         |                                |         |     |   | TOTAL:    |        |                            |
|                                         |                      |           |        |         |                                |         |     |   | 27,349.20 |        |                            |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10 |                         | ACCOUNT/VENDOR              |  | INVOICE                        | PO   | YEAR/PR | TYP | S      | WARRANT    | CHECK  | DESCRIPTION                |
|--------------------------------|-------------------------|-----------------------------|--|--------------------------------|------|---------|-----|--------|------------|--------|----------------------------|
| 087601                         |                         |                             |  | INDUSTRIAL PK-G.O.ACQUISITIONS |      |         |     |        |            |        |                            |
| 087601                         | 601500                  |                             |  | ENGINEERING                    |      |         |     |        |            |        |                            |
| 004197                         | SHOWS DEARMAN & WAIT    | 22810                       |  | 0                              | 2022 | 9       | INV | P      | 695.00     | 071522 | 291865 ENGINEERING SERVICE |
|                                |                         |                             |  | ACCOUNT TOTAL                  |      |         |     |        | 695.00     |        |                            |
| 087601                         | 602001                  |                             |  | ECONOMIC DEVELOPMENT CONSULTIN |      |         |     |        |            |        |                            |
| 002143                         | AREA DEVELOPMENT PAR QE | 9/30/22                     |  | 0                              | 2022 | 10      | INV | P      | 117,500.00 | 071522 | 291660 CONTRIBUTION QE 9/3 |
|                                |                         |                             |  | ACCOUNT TOTAL                  |      |         |     |        | 117,500.00 |        |                            |
| 087601                         | 602500                  |                             |  | LEGAL                          |      |         |     |        |            |        |                            |
| 004677                         | WISE CARTER CHILD &     | 228010                      |  | 0                              | 2022 | 9       | INV | P      | 2,500.53   | 071522 | 291911 GENERAL MATTERS-SER |
|                                |                         |                             |  | ACCOUNT TOTAL                  |      |         |     |        | 2,500.53   |        |                            |
| 087601                         | 625500                  |                             |  | PUBLIC LIAB/PROPERTY DAM       |      |         |     |        |            |        |                            |
| 004308                         | SOUTHGROUP (HATTIESB    | 217403                      |  | 0                              | 2022 | 9       | INV | P      | 10,501.00  | 071522 | 291878 5NA6CP0000007-001 7 |
|                                |                         |                             |  | ACCOUNT TOTAL                  |      |         |     |        | 10,501.00  |        |                            |
|                                |                         |                             |  | ORG 087601                     |      |         |     | TOTAL  | 131,196.53 |        |                            |
|                                | FUND 087                | INDUSTRIAL PARK DEVELOPMENT |  |                                |      |         |     | TOTAL: | 131,196.53 |        |                            |

| YEAR/PERIOD: 2022/9 TO 2022/10 |        | INVOICE                        |                  | PO     | YEAR/PR | TYP | S            | WARRANT | CHECK        | DESCRIPTION |        |                     |
|--------------------------------|--------|--------------------------------|------------------|--------|---------|-----|--------------|---------|--------------|-------------|--------|---------------------|
|                                |        |                                |                  |        |         |     |              |         |              |             |        |                     |
| 088603                         |        | PUBLIC SAFETY/REC CONSTRUCTION |                  |        |         |     |              |         |              |             |        |                     |
| 088603                         |        | POLICE DEPARTMENT              |                  |        |         |     |              |         |              |             |        |                     |
| 003772                         | 710022 | NEWELL PAPER COMPANY           | 4134412          | 228455 | 2022    | 10  | INV          | P       | 54.79        | 071522      | 291827 | PUBLIC SAFETY COMPL |
| 004197                         |        | SHOWS DEARMAN & WAIT           | 22808            | 0      | 2022    | 10  | INV          | P       | 3,687.50     | 071522      | 291863 | MB 2012-1/34 SITE P |
| 047187                         |        | FOUR SEASONS LAWN              | HPSC #5          | 0      | 2022    | 9   | INV          | P       | 30,489.63    | 071522      | 291749 | MB 2021-326 HPSC LA |
| 047873                         |        | MAINSPLACE OFFICE SOL          | 2217             | 223448 | 2022    | 9   | INV          | P       | 21,661.80    | 071522      | 291803 | HPSC FURNITURE-ENG  |
| ACCOUNT TOTAL                  |        |                                |                  |        |         |     |              |         | 55,893.72    |             |        |                     |
|                                |        |                                |                  |        |         |     |              |         |              |             |        |                     |
| 088603                         |        | HALL AVENUE OVERPASS           |                  |        |         |     |              |         |              |             |        |                     |
| 003228                         | 729501 | JACKSON, TULLOS & RO           | 6950             | 0      | 2022    | 9   | INV          | P       | 1,800.00     | 071522      | 291778 | MB 2021-229 HALL AV |
| 003228                         |        | JACKSON, TULLOS & RO           | 6952             | 0      | 2022    | 9   | INV          | P       | 800.00       | 071522      | 291778 | MB 2021-229 HALL AV |
|                                |        |                                |                  |        |         |     |              |         | 2,600.00     |             |        |                     |
| 003789                         |        | NORFOLK SOUTHERN COR           | 92553694         | 0      | 2022    | 9   | INV          | P       | 7,712.70     | 071522      | 291828 | MB 2021-283 HALL AV |
| 048667                         |        | R & J CONSTRUCTION             | HALL AVE EAST #3 | 0      | 2022    | 10  | INV          | P       | 545,994.98   | 071522      | 291849 | MB 2021-325 HALL AV |
| 048667                         |        | R & J CONSTRUCTION             | HALL AVE EAST #4 | 0      | 2022    | 10  | INV          | P       | 879,755.77   | 071522      | 291849 | MB 2021-325 HALL AV |
|                                |        |                                |                  |        |         |     |              |         | 1,425,750.75 |             |        |                     |
| 048733                         |        | ATLAS RIGHT OF WAY             | 208              | 0      | 2022    | 9   | INV          | P       | 2,450.00     | 071522      | 291668 | MB 2021-349 HALL AV |
| 048733                         |        | ATLAS RIGHT OF WAY             | 209              | 0      | 2022    | 9   | INV          | P       | 2,450.00     | 071522      | 291668 | MB 2021-349 HALL AV |
| 048733                         |        | ATLAS RIGHT OF WAY             | 210              | 0      | 2022    | 9   | INV          | P       | 2,450.00     | 071522      | 291668 | MB 2021-349 HALL AV |
| 048733                         |        | ATLAS RIGHT OF WAY             | 213              | 0      | 2022    | 10  | INV          | P       | 2,450.00     | 071522      | 291668 | MB 2021-349 HALL AV |
|                                |        |                                |                  |        |         |     |              |         | 9,800.00     |             |        |                     |
| ACCOUNT TOTAL                  |        |                                |                  |        |         |     |              |         | 1,445,863.45 |             |        |                     |
| ORG 088603 TOTAL               |        |                                |                  |        |         |     |              |         | 1,501,757.17 |             |        |                     |
|                                |        |                                |                  |        |         |     |              |         |              |             |        |                     |
| FUND 088                       |        | PUBLIC SAFETY/REC CONSTRUCTION |                  |        | TOTAL:  |     | 1,501,757.17 |         |              |             |        |                     |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2022/9 TO 2022/10                |  |  |  |                                       |      |         |     |            |            |        |                            |
|-----------------------------------------------|--|--|--|---------------------------------------|------|---------|-----|------------|------------|--------|----------------------------|
| ACCOUNT/VENDOR                                |  |  |  | INVOICE                               | PO   | YEAR/PR | TYP | S          | WARRANT    | CHECK  | DESCRIPTION                |
| 097201                                        |  |  |  | INFRA IMPROVE-INTRNT SALES TAX        |      |         |     |            |            |        |                            |
| 097201 723030                                 |  |  |  | HARDY ST PAVING                       |      |         |     |            |            |        |                            |
| 047056 WARREN PAVING INC                      |  |  |  | HARDY ST PAVING FINA 0                | 2022 | 10      | INV | P          | 47,384.74  | 071522 | 291903 MB 2020-259 HARDY S |
|                                               |  |  |  | ACCOUNT TOTAL                         |      |         |     | 47,384.74  |            |        |                            |
| 097201 723099                                 |  |  |  | OTHER STREET IMPR.                    |      |         |     |            |            |        |                            |
| 004197 SHOWS DEARMAN & WAIT 22804             |  |  |  | 0                                     | 2022 | 10      | INV | P          | 15,545.00  | 071522 | 291863 MB 2021-323 HIGHWAY |
| 004579 WALTERS CONSTRUCTION HWY 42 OVERLAY #3 |  |  |  | 0                                     | 2022 | 10      | INV | P          | 143,945.01 | 071522 | 291900 MB 2021-388 HIGHWAY |
|                                               |  |  |  | ACCOUNT TOTAL                         |      |         |     | 159,490.01 |            |        |                            |
|                                               |  |  |  | ORG 097201 TOTAL                      |      |         |     | 206,874.75 |            |        |                            |
| FUND 097                                      |  |  |  | INFRA IMPROVE-INTRNT SALES TAX TOTAL: |      |         |     | 206,874.75 |            |        |                            |

\*\* END OF REPORT - Generated by Jacqueline Thorne \*\*