



Tuesday, April 4, 2023
5:00 PM

City Council
Tuesday Meeting Agenda

Council Chambers
200 Forrest Street

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments - Add Policy Items #17, #18 and #19 at the request of the Administration as follows:

- | | | |
|-----|----------|--|
| 17. | 2023-233 | Approve Agreement with Shows, Dearman and Waits, Inc. for Sewer Management Programs Phase II Projects and authorize the Mayor to execute in duplicate. |
| 18. | 2023-234 | Authorized the City Attorney to settle and compromise the eminent domain case styled <i>City of Hattiesburg v. Pine Creek Townhomes, LLC, et al</i> , Forrest County Court No. 22-284, for not more than a total of \$10,000.00. |
| 19. | 2023-235 | Authorize submission of grant application to Federal Transit Administration (FTA) for the Low or No Emission Vehicle Grant Program-5339 (c) and authorize execution of any and all necessary documents for the same. |

POLICY AGENDA

- | | | |
|----|----------|---|
| 1. | 2023-228 | Approve the minutes for the March 20 & 21, 2023 meetings of the City Council. |
| 2. | 2023-197 | Take from the table Approve or Deny a petition filed by Bill Wikstrom appealing the Hattiesburg Planning Commission's action on a petition requesting a conditional use for "product wholesale" in a B-3 Zone for a property located at 1601 Hardy Street. The Planning Commission Recommended to Deny on February 1, 2023. |
| 3. | 2023-121 | Adopt an Ordinance for the petition filed by John P. Scanlon, representative, and Safari Timberlands, LLC, owner, establishing the zoning classification for a portion of an unimproved property located at the intersection of Jackson Road and the Longleaf Trace to B-2 Neighborhood Business District. (PPIN 33787, Lamar County, Ward 1). The Planning Commission recommended to approve on February 15, 2023. |

- 4. 2023-122** Approve or Deny a petition filed by John P. Scanlon, representative, and Safari Timberlands, LLC, owner, requesting a conditional use for “restaurant, without drive-through” in a B-2 Zone (Neighborhood Business District) contingent upon approval of the request to establish the zoning. (PPIN 33787, Lamar County, Ward 1). The Planning Commission recommended to approve on February 15, 2023.
- 5. 2023-220** Adopt a Resolution authorizing the employment of professionals in connection with the issuance of revenue bonds of the city and/or a loan with the Mississippi Development Bank, all in an aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) to raise money for the purpose of financing various convention and tourism related projects of the city.
- 6. 2023-225** Adopt a Resolution to issue revenue bonds of the city and/or to enter into a loan aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) to raise money for the purpose of financing various convention and tourism related projects of the city, as provided herein, including funding capitalized interest, if applicable, and paying the cost of borrowing, including any cost for bond insurance premium, if applicable; directing the publication of a notice of such intention; and for related purposes.
- 7. 2023-218** Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the Drainage Improvement of South 10th Avenue and authorize the Mayor to execute in duplicate.
- 8. 2023-217** Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the Construction of Pipeline Road and authorize the Mayor to execute in duplicate.
- 9. 2023-222** Approve Supplemental Agreement No. 4 with ARE Consultants, Inc. for the Runway 13 Safety Area and Apron Drainage Improvements, Part I Project and authorize the Mayor to execute in triplicate.
- 10. 2023-213** Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents and authorize the Mayor to execute the same.
- 11. 2023-208** Approve Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo, authorize the Mayor to execute and record the same.
- 12. 2023-215** Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.

13. **2023-219** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement}
14. **2023-223** Acknowledge bids received on February 9, 2023 for Midtown Green and accept the bid from Colony Construction in the amount of \$1,202,720.00 and authorize the Mayor to execute contracts upon preparation.
15. **2023-226** Acknowledge two-quote bids received for the CAC Black Box Theatre Project and accept the bid from B. W. Sullivan Building Contractor, Inc. in the amount of \$19,900.00 and authorize the Mayor to execute any required documentation.
16. **2023-232** Adopt a Resolution appointing Marybeth Bergin as City Engineer and Director of Transportation and Engineering.
17. **2023-233** Approve Agreement with Shows, Dearman and Waits, Inc. for Sewer Management Programs Phase II Projects and authorize the Mayor to execute in duplicate.
18. **2023-234** Authorized the City Attorney to settle and compromise the eminent domain case styled *City of Hattiesburg v. Pine Creek Townhomes, LLC, et al*, Forrest County Court No. 22-284, for not more than a total of \$10,000.00.
19. **2023-235** Authorize submission of grant application to Federal Transit Administration (FTA) for the Low or No Emission Vehicle Grant Program-5339 (c) and authorize execution of any and all necessary documents for the same.

ROUTINE AGENDA

1. **2023-209** Acknowledge receipt of a request filed by Robin L. Roberts and Michael Anderson, to appeal the Hattiesburg Planning Commission's action on the petition filed by Robin Roberts, applicant, and Michael Albanese of Burnice Whittier Smith Corp., owner, to change the zoning classification for properties located at 350 S 11th Ave and 709 Mamie Street. The applicant requested to change the zoning classification of 350 S 11th Ave from R-1B (Single-Family Residential) to R-3 (Multi-family residential), and to change 709 Mamie Street from R-1B to R-2 (two-family residential). Planning Commission recommended denying on March 1st, 2023. Set a public hearing before City Council on Monday, April 17th, 2023, and authorize publication of Public Notice setting and Appeal Public Hearing.
2. **2023-212** Acknowledge the setting of a public comment period by the Hattiesburg-Petal-Forrest-Lamar MPO for the proposed amendments to the FY 2023-2026 Transportation Improvement Plan (TIP).
3. **2023-214** Acknowledge receipt of the two-quote docket.

4. **2023-210** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

5. **2023-227** Approve claims docket for the period ending March 31, 2023.

In Memoriam:

- Ms. Dorothy Jean Wilson Langham
- Mrs. Sunnye Forte
- Mr. Legustus Sonny Saucier

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, April 4, 2023
Re: Approve Agreement with Shows, Dearman and Waits, Inc. for Sewer Management Programs Phase II Projects and authorize the Mayor to execute in duplicate.
File Number: 2023-233
Minute Book #

Summary

Approve Agreement with Shows, Dearman and Waits, Inc. for Sewer Management Programs Phase II Projects and authorize the Mayor to execute in duplicate.

Recommendation Statement

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

Please place this on the April 4, 2023 City Council meeting for consideration.

April 4, 2023

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-898

Attn: Ann Jones, Chief Administrative Officer

Re: City of Hattiesburg
Sewer Management Programs Phase II

Dear Ms. Jones:

Shows, Dearman and Waits, Inc. (SDW) is pleased to provide a proposal based on our qualifications for the above referenced project per the request of the City of Hattiesburg (City). SDW has been extensively involved in the investigation and rehabilitation of the City's sewer collection system. Using this knowledge and vast engineering experience, SDW will be able to provide the city with the professional services to develop the sewer management programs listed below. In relation to certain engineering, technological and production aspects of the project, SDW, Inc. plans to team with Neel Schaeffer, Inc. to complete the items listed in the proposal.

SDW proposes to provide the following scope of work related to the production of the following items:

- SDW, Inc. will develop a comprehensive IMS Program including implementation plan for submittal to EPA by August 25, 2024 for compliance with the intent of the CD. The elements of the IMS Program shall meet all requirements as listed in Paragraph 23.c of the CD. Implementation of improvements to the Owner's GIS mapping system, Paragraph 23.c.(10) is not included in this Scope of Work.
- SDW, Inc. will develop a comprehensive Gravity Sewer System Operations and Maintenance Program including implementation plan for submittal to EPA by August 25, 2023 for compliance with the intent of the CD. The elements of the Gravity Sewer System Operations and Maintenance Program shall meet all requirements as listed in Paragraph 21.e of the CD.

- SDW, Inc. will prepare the FOG characterization study which shall meet the requirements as listed in Paragraph 23.g.(1) of the CD.
- SDW, Inc. will develop a comprehensive Training Program including implementation plan for submittal to EPA by April 25, 2023 for compliance with the intent of the CD. The elements of the Training Program shall meet all requirements as listed in Paragraph 21.h of the CD.
- SDW, Inc. will review current MOM Program documents submitted to EPA as directed by SDW for compliance with the requirements of the CD and technical content.

The MOM Program implementation plans will include the use of in-house and external resources, budget projections, and other requirements for program implementation, including coordination with other elements and requirement of the CD with consideration of the availability of funds and staffing.

The above referenced scope of work will be completed in accordance with the following fee schedule:

- IMS Program - \$92,000
- Gravity Sewer System Operations and Management Program - \$52,000
- FOG Characterization Study - \$27,000
- Training Program - \$61,000
- Review current MOM Program documents - \$29,000

The total lump sum fee for the above scope of work is **\$261,000.00**.

SDW, Inc. appreciates this opportunity to provide you with engineering services. Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,



Shea E. McNease, P.E.
Project Engineer



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, April 4, 2023
Re: Authorized the City Attorney to settle and compromise the eminent domain case styled *City of Hattiesburg v. Pine Creek Townhomes, LLC, et al*, Forrest County Court No. 22-284, for not more than a total of \$10,000.00.
File Number: 2023-234
Minute Book #

Summary

Authorized the City Attorney to settle and compromise the eminent domain case styled *City of Hattiesburg v. Pine Creek Townhomes, LLC, et al*, Forrest County Court No. 22-284, for not more than a total of \$10,000.00.

Recommendation Statement

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

Please place this on the April 4, 2023 City Council meeting for consideration.

Jones, Ann

From: Jones, Ann
Sent: Tuesday, April 4, 2023 12:12 PM
To: Jones, Ann
Subject: FW: Council agenda item - City of Hattiesburg v. Pine Creek Townhomes, LLC, et al (North 28th Avenue bridge project)

From: Randy Pope <randypope@Popelaw.com>
Sent: Tuesday, April 4, 2023 9:30 AM
To: Jones, Ann <annjones@hattiesburgms.com>
Subject: Council agenda item - City of Hattiesburg v. Pine Creek Townhomes, LLC, et al (North 28th Avenue bridge project)

Ann,

Authorize the City Attorney to settle and compromise the eminent domain case styled *City of Hattiesburg v. Pine Creek Townhomes, LLC, et al*, Forrest County Court No. 22-284, for not more than a total of \$10,000.00. The Court-appointed appraiser appraised the property being acquired at \$4550.00, and, pursuant to the Order of the Court, the City deposited that amount into the registry of the Court on September 23, 2022. The cost to the City of litigating the case through a trial may very well exceed \$5450.00, and it would be in the best interest of the City to settle and compromise the case for not more than a total of \$10,000.00. Authorize the payment into the registry of the Court of up to \$5450.00 in full and complete settlement of this case.

Randy

Moran M. (Randy) Pope, III
Pope & Pope, P.A.
PO Box 17527
Hattiesburg, MS 39404-7527
601-268-9997
randypope@popelaw.com

This communication is privileged and confidential and is for the use of the intended recipient only. If you are not the intended recipient, please notify the sender immediately and permanently delete this communication.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, April 4, 2023
Re: Authorize submission of grant application to Federal Transit Administration (FTA) for the Low or No Emission Vehicle Grant Program-5339 (c) and authorize execution of any and all necessary documents for the same.
File Number: 2023-235
Minute Book #

Summary

Authorize submission of grant application to Federal Transit Administration (FTA) for the Low or No Emission Vehicle Grant Program-5339 (c) and authorize execution of any and all necessary documents for the same.

Recommendation Statement

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

Please place this on the April 4, 2023 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lisa Luu
cc: Ronda Kennedy, Clerk of Council
Date: Tuesday, April 4, 2023
Re: Approve the minutes for the March 20 & 21, 2023 meetings of the City Council.
File Number: 2023-228
Minute Book #

Summary

According to Miss. Code Ann. § 21-15-33, "the minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first....."

Recommendation Statement

I recommend approval of the minutes.

Please place this on the April 4, 2023 City Council meeting for consideration.

Published Agenda



Monday, March 20, 2023 4:00 PM	City Council Monday Meeting Agenda	Council Chambers 200 Forrest Street
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- Call to Order**
- Public Hearing**
1.

2023-199

Hold public hearing for appeal filed by Bill Wikstrom, to appeal the Hattiesburg Planning Commission's action on the petition filed by Bill Wikstrom, owner, to request a conditional use for “Product wholesale” in a B-3 Zone for a property located at 1601 Hardy Street. The Planning Commission Recommended to Deny on February 1st, 2023.
- Agenda Review**
- Citizens' Forum**
- Meeting Recess**

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **public hearing at 4:00 p.m. Monday, March 20, 2023**, in Council Chambers at City Hall, for the appeal filed by Bill Wikstrom, to appeal the Hattiesburg Planning Commission's action on the petition filed by Bill Wikstrom, owner, to request a conditional use for “Product wholesale” in a B-3 Zone for a property located at 1601 Hardy Street. The Planning Commission Recommended to Deny on February 1st, 2023.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (via teleconference); Carter Carroll, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; City staff members; media; and the public.

Council President George called the meeting to order and explained the procedures.

Public Hearing

1.

2023-199

Hold public hearing for appeal filed by Bill Wikstrom, to appeal the Hattiesburg Planning Commission's action on the petition filed by Bill Wikstrom, owner, to request a conditional use for “Product wholesale” in a B-3 Zone for a property located at 1601 Hardy Street. The Planning Commission Recommended to Deny on February 1st, 2023.

Attachments:

1601 Hardy St – Image Sheet

1601 Hardy St – Staff Summary

CU Application

Nathan Satcher, City Planner, provided a presentation overview on the petition for the request of conditional use for “Product wholesale” located at 1601 Hardy Street.

Andrew Hatten, spoke on behalf of the owner, Bill Wikstrom,

Council President George asked the public if there were any citizens for or against the petition.

- James Moore, spoke against the request of conditional use for the business. Mr. Moore also stated the conditions that should be put in place.

There were no other citizens who wished to speak for or against the petition.

Council President George called on Mr. Hatten for rebuttal. Mr. Hatten did not have anything else to comment.

By unanimous consent, Council President George **closed the public hearing at 4:24 p.m. and proceeded with the Agenda Review.**

Agenda Review

Council President George proceeded with the Agenda Review.

Council President George asked Policy Agenda Item #14 be removed at the request of the Administration.

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

Citizens' Forum

Council Vice President Ware proceeded with the Citizens' Forum.

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

- Claudia Bivens, 615 Court Street

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

Council Vice President Ware closed the Citizen Forum.

Executive Session

A MOTION was made by Council Vice President Ware for the Council to enter closed session to determine the need to enter Executive Session at 4:41 p.m.

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

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

Nays: 0

Council President George asked for the Chambers to be cleared at this time.

Council Member Delgado disconnected via teleconference at 4:42 p.m.

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to enter Executive Session to discuss strategy or negotiations with respect potential litigation, since to have an open meeting on this would have a detrimental effect on the litigating position of the City, in accordance with Mississippi Code Section 25-41-7 (b) at 4:33 p.m.

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

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

The City Attorney stepped out into the hall and announced that the Council has gone into Executive Session to discuss strategy or negotiations with respect to potential litigation.

Those present for the Executive Session were Mayor Toby Barker; Council members Jeffrey George, Carter Carroll, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Interim Chief Financial Officer, Malcolm Berch; Assistant Police Chief, Peggy Sealy; Fire Chief, Sherrocko Stewart; Interim City Engineer, Hunter White; Director of Urban Development, Wiley Quinn; Planning Division Manager, Cory Long; City Senior Planner, Nathan Satcher; City Planner, Andrea Garcia; Director of the Water Department, Alan Howe; Director of Public Works, Ronnie Perkins; Interim Director of Parks and Recreation, Betsy Mercier; Chief Communications Officer, Samantha McCain; Clerk of Council, Ronda Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; and Attorney Jim Gladden.

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to exit Executive Session and re-open the meeting to the public at 4:53 p.m.

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

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 0

Absent: 1 – Delgado

Council President George stated to the public that there was no action taken during Executive Session.

Meeting Recess

Council President George declared the **meeting recessed at 4:53 p.m., this 20th day of March, 2023**, by unanimous consent, until the 21st day of March, 2023.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



**Tuesday, March 21, 2023
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

- | | | |
|-----|-----------------|--|
| 1. | 2023-178 | Approve the minutes for the March 6 & 7, 2023 meetings of the City Council. |
| 2. | 2023-197 | Approve or Deny a petition filed by Bill Wikstrom, to appeal the Hattiesburg Planning Commission's action on the petition filed by Bill Wikstrom, owner, to request a conditional use for "Product wholesale" in a B-3 Zone for a property located at 1601 Hardy Street. The Planning Commission Recommended to Deny on February 1st, 2023 |
| 3. | 2023-180 | Approve or Deny a petition that has been filed by Nicholas Connolly, engineer, and Jonathan Krebs, owner, to change the zoning classification for certain properties located at the southeast corner of Classic Drive and J Ed Turner Drive (PPIN's 16918, and 8540) from R-1A and R-1B (Single-Family Residential) to A-2 (Agricultural Residential). The request is part of a major subdivision (Lamar County, Ward 1). The Planning Commission recommended to approve on March 1st, 2023. |
| 4. | 2023-181 | Approve or Deny a petition that has been filed by Nicholas Connolly, engineer, and Jonathan Krebs, owner, as required in the Land Development Code, Ord. No. 3209, for a major subdivision of properties located at the southeast corner of Classic Drive and J Ed Turner Drive (PPIN's 30026, 16918, and 8540) Lamar County, Ward 1). The Planning Commission recommended to approve on March 1, 2023. |
| 5. | 2023-182 | Approve or Deny a petition has been filed by Mike Jones, representative of NorthPoint Development, J.T. Murphy, Engineer, and Forrest County Industrial Park, owner, requesting a variance from section 6, Table 6.1 "Minimum/Maximum Front Setback" for I-1, "40 feet", and instead allow a setback of 210 feet for a variance of 170 feet for an unimproved parcel on W.L Runnels Road (PPIN 27623, Forrest Co., Ward 5). The Board of Adjustment recommended approval on March 1st, 2023. |
| 6. | 2023-179 | Adopt a Resolution declaring equipment surplus (per attached list) and authorize the disposal of said equipment; authorize the removal of said equipment from the city inventory of the Hattiesburg Police Department. |
| 7. | 2023-187 | Approve Lighting Agreement with Mississippi Power Company for enhancements to existing street lighting for a monthly savings of \$2,814, and authorize the Mayor to execute the same. |
| 8. | 2023-186 | Approve Lighting Agreements with Mississippi Power Company for additional lighting on Country Club Rd, Vernon Dahmer Park, and other locations as described in the attached forms, and authorize the Mayor to execute the same. |
| 9. | 2023-174 | Approve Engagement Letter with Jackson, Tullos & Rogers, PLLC for legal services related to the acquisition of right of way property for the 4th Street Improvements: 38th to 34th Project. |
| 10. | 2023-175 | Approve Engagement Letter with Jackson, Tullos & Rogers, PLLC for legal services related to the acquisition of right of way property for the 4th Street Improvements: Phase III Project. |
| 11. | 2023-190 | Approve Proposal from Zac Fairley Appraisals & Consulting, for appraisal services related to the Midtown Streetscape Project and authorize the Mayor to execute in duplicate. |
| 12. | 2023-193 | Approve Contract Change Order #4 with J. W. Chain Contractors, LLC, in the amount of \$11,619.51 for the Jaycee Park Field Improvements Project and authorize the Mayor to execute in duplicate. |
| 13. | 2023-191 | Approve HOME-ARP (American Rescue Plan) Allocation Plan for the City of Hattiesburg and authorize submission to the US Department of Housing and Urban Development. |
| 14. | Removed | |
| 15. | 2023-198 | Approve Agreement between City of Hattiesburg and Protection Agency and Security Services, LLC (PASS) to provide security services at various Parks and Recreation Department programs, facilities and events. |
| 16. | 2023-183 | Authorize the submission of a grant application to the Mississippi Department of Homeland Security for the Hattiesburg Police Department, for the purchase of equipment, with a total estimated cost of \$84,686 and authorize the Mayor to execute in duplicate. |

ROUTINE AGENDA

- | | | |
|----|-----------------|--|
| 1. | 2023-188 | Rescind executed Emergency Roof Repair Initiative Contractor and Homeowner Agreement; approved November 8, 2022, File ID 2022-821, MB 2022-33. |
| 2. | 2023-194 | Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME} |
| 3. | 2023-196 | Acknowledge no bids received on March 2, 2023 for one or more Police Pursuit package vehicles; authorize re-advertisement for same. |
| 4. | 2023-177 | Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds. |
| 5. | 2023-195 | Approve claims docket for the period ending March 17, 2023. |

In Memoriam:

- **Ms. Cheryl Mueller**
- **Mr. Stewart Gammill, IV**
- **Mr. Brooks Anderson Bradley**
- **Mrs. Ollie Williams Hill**
- **Rev. Reggie “Pop” Bridges**
- **Mr. Tommy Lee Fenton**
- **Mr. W.C. “Sam” Larkin**
- **Monsignor Joseph Clement Mercier**

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, March 21, 2023**, in Council Chambers at City Hall; same being from a recessed meeting held on March 20, 2023.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (via teleconference); Carter Carroll, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; City staff members; media; and the public.

Council President George Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Malcolm Berch.

The Pledge of Allegiance was led by Kermas Eaton.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

THE MATTER OF THE AGENDA ORDER came before the Council.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2023-178** Approve the minutes for the March 6 & 7, 2023 meetings of the City Council.

Attachments: 3-6-2023 APH, AR, XS Mins
 3-7-2023 Mins.

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to
Approve the minutes for the March 6 & 7, 2023 meetings of the City Council.

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

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

Nays: 0

2. **2023-197** Approve or Deny a petition filed by Bill Wikstrom, to appeal the Hattiesburg Planning Commission's action on the petition filed by Bill Wikstrom, owner, to request a conditional use for “Product wholesale” in a B-3 Zone for a property located at 1601 Hardy Street. The Planning Commission Recommended to Deny on February 1st, 2023.

Attachments: 1601 Hardy St - Image Sheet
 1601 Hardy St - Staff Summary
 CU Application

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to
TABLE the request of a conditional use for “Product wholesale” in a B-3 Zone for a property located at 1601 Hardy
Street.

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

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

Nays: 0

3. **2023-180** Approve or Deny a petition that has been filed by Nicholas Connolly, engineer, and Jonathan Krebs, owner, to change the zoning classification for certain properties located at the southeast corner of Classic Drive and J Ed Turner Drive (PPIN’s 16918, and 8540) from R-1A and R-1B (Single-Family Residential) to A-2 (Agricultural Residential). The request is part of a major subdivision (Lamar County, Ward 1). The Planning Commission recommended to approve on March 1st, 2023.

Attachments: Item B,C Application
 Item B, C Image sheet
 Ordinance - Slate Subdivision Rezone
 MINUTES HPC March 2023

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve the
re-zoning of properties located at the southeast corner of Classic Drive and J Ed Turner Drive from R-1A and R-1B
to A-2.

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

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

Nays: 0

4. **2023-181** Approve or Deny a petition that has been filed by Nicholas Connolly, engineer, and Jonathan Krebs, owner, as required in the Land Development Code, Ord. No. 3209, for a major subdivision of properties located at the southeast corner of Classic Drive and J Ed Turner Drive (PPIN’s 30026, 16918, and 8540) Lamar County, Ward 1). The Planning Commission recommended to approve on March 1, 2023.

Attachments: Item B,C Application
 Item B, C Image sheet

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve a
major subdivision of properties located at the southeast corner of Classic Drive and J Ed Turner Drive.

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

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

Nays: 0

5. **2023-182** Approve or Deny a petition has been filed by Mike Jones, representative of NorthPoint Development, J.T. Murphy, Engineer, and Forrest County Industrial Park, owner, requesting a variance from section 6, Table 6.1 “Minimum/Maximum Front Setback” for I-1, “40 feet”, and instead allow a setback of 210 feet for a variance of 170 feet for an unimproved parcel on W.L Runnels Road (PPIN 27623, Forrest Co., Ward 5). The Board of Adjustment recommended approval on March 1st, 2023.

Attachments: [BOA Item A Staff Summary](#)
 [BOA Item A Image Sheet](#)
 [BOA Item A - Application](#)
 [MINUTES BOA March 2023](#)

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve a variance of 170 feet for an unimproved parcel on W.L Runnels Road.

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

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

Nays: 0

6. **2023-179** Adopt a Resolution declaring equipment surplus (per attached list) and authorize the disposal of said equipment; authorize the removal of said equipment from the city inventory of the Hattiesburg Police Department.

Attachments: [HPD surplus vehicle memo](#)
 [Resolution-surplus 2023](#)

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2023-52) declaring equipment surplus (per attached list) and authorize the disposal of said equipment; authorize the removal of said equipment from the city inventory of the Hattiesburg Police Department.

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

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

Nays: 0

7. **2023-187** Approve Lighting Agreement with Mississippi Power Company for enhancements to existing street lighting for a monthly savings of \$2,814, and authorize the Mayor to execute the same.

Attachments: [MS Power Auth Blanket Auth Hattiesburg](#)

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Lighting Agreement with Mississippi Power Company for enhancements to existing street lighting for a monthly savings of \$2,814, and authorize the Mayor to execute the same.

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

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

Nays: 0

8. **2023-186** Approve Lighting Agreements with Mississippi Power Company for additional lighting on Country Club Rd, Vernon Dahmer Park, and other locations as described in the attached forms, and authorize the Mayor to execute the same.

Attachments: [MS Power - Country Club Dr \(Adding 6 Lights\)](#)
 [Dahmer Park](#)
 [Authorization Letter MS Power Eastside Dumas Coleman](#)

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve Lighting Agreements with Mississippi Power Company for additional lighting on Country Club Rd, Vernon Dahmer Park, and other locations as described in the attached forms, and authorize the Mayor to execute the same.

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

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

Nays: 0

9. **2023-174** Approve Engagement Letter with Jackson, Tullos & Rogers, PLLC for legal services related to the acquisition of right of way property for the 4th Street Improvements: 38th to 34th Project.

Attachments: Engagement Letter including title 34th - 38th

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Engagement Letter with Jackson, Tullos & Rogers, PLLC for legal services related to the acquisition of right of way property for the 4th Street Improvements: 38th to 34th Project.

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

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

Nays: 0

10. **2023-175** Approve Engagement Letter with Jackson, Tullos & Rogers, PLLC for legal services related to the acquisition of right of way property for the 4th Street Improvements: Phase III Project.

Attachments: Engagement Letter 38th – Thornhill

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve Engagement Letter with Jackson, Tullos & Rogers, PLLC for legal services related to the acquisition of right of way property for the 4th Street Improvements: Phase III Project.

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

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

Nays: 0

11. **2023-190** Approve Proposal from Zac Fairley Appraisals & Consulting, for appraisal services related to the Midtown Streetscape Project and authorize the Mayor to execute in duplicate.

Attachments: ZAC Proposal of Services - Midtown Streetscapes Project

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve Proposal from Zac Fairley Appraisals & Consulting, for appraisal services related to the Midtown Streetscape Project and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

12. **2023-193** Approve Contract Change Order #4 with J. W. Chain Contractors, LLC, in the amount of \$11,619.51 for the Jaycee Park Field Improvements Project and authorize the Mayor to execute in duplicate.

Attachments: Jaycee Park Change Order #4

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve Contract Change Order #4 with J. W. Chain Contractors, LLC, in the amount of \$11,619.51 for the Jaycee Park Field Improvements Project and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

13. **2023-191** Approve HOME-ARP (American Rescue Plan) Allocation Plan for the City of Hattiesburg and authorize submission to the US Department of Housing and Urban Development

Attachments: HOME-ARP_Allocation_Plan_DRAFT 3.20.23

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve HOME-ARP (American Rescue Plan) Allocation Plan for the City of Hattiesburg and authorize submission to the US Department of Housing and Urban Development.

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

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

Nays: 0

14. **Removed**

15. **2023-198** Approve Agreement between City of Hattiesburg and Protection Agency and Security Services, LLC (PASS) to provide security services at various Parks and Recreation Department programs, facilities and events.

Attachments: PassSecurityLLC 3.1.23.Council

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve Agreement between City of Hattiesburg and Protection Agency and Security Services, LLC (PASS) to provide security services at various Parks and Recreation Department programs, facilities and events.

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

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

Nays: 0

16. **2023-183** Authorize the submission of a grant application to the Mississippi Department of Homeland Security for the Hattiesburg Police Department, for the purchase of equipment, with a total estimated cost of \$84,686 and authorize the Mayor to execute in duplicate.

Attachments: FY23 HSGP Funding Guidelines
 MSHSGP23 Budget Narrative
 MSHSGP23 Proposal narrative

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Authorize the submission of a grant application to the Mississippi Department of Homeland Security for the Hattiesburg Police Department, for the purchase of equipment, with a total estimated cost of \$84,686 and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

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

Nays: 0

- | | | |
|----|-----------------|--|
| 1. | 2023-188 | Rescind executed Emergency Roof Repair Initiative Contractor and Homeowner Agreement; approved November 8, 2022, File ID 2022-821, MB 2022-33. |
| | | <u>Attachments:</u> <u>EXECUTED Starter Homes of MS 1112 McInnis Ave</u> |
| 2. | 2023-194 | Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME} |
| | | <u>Attachments:</u> <u>Manual Check Memo 03212023</u>
<u>Bradley 515 Draw 03212023</u> |
| 3. | 2023-196 | Acknowledge no bids received on March 2, 2023 for one or more Police Pursuit package vehicles; authorize re-advertisement for same. |
| | | <u>Attachments:</u> <u>Notice to Bidders - Vehicles 2023 HPD</u>
<u>Specifications for Police Vehicles (1)</u> |
| 4. | 2023-177 | Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds. |
| | | <u>Attachments:</u> <u>Memo's (03-21-2023)</u>
<u>Receipts (03-21-2023)</u>
<u>Deeds (03-21-2023)</u> |
| 5. | 2023-195 | Approve claims docket for the period ending March 17, 2023. |
| | | <u>Attachments:</u> <u>DOCKET 22.17.03</u>
<u>DT 22.17.03</u> |

In Memoriam:

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

- Ms. Cheryl Mueller
- Mr. Stewart Gammill, IV
- Mr. Brooks Anderson Bradley
- Mrs. Ollie Williams Hill
- Rev. Reggie “Pop” Bridges
- Mr. Tommy Lee Fenton
- Mr. W.C. “Sam” Larkin
- Monsignor Joseph Clement Mercier

Meeting Adjourn

Council President George declared the **meeting adjourned at 5:13 p.m., this 21st day of March, 2023**, by unanimous consent, until the 3rd day of April, 2023.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cory Long, Planning Administrator

cc: Wiley Quinn, Urban Development Director

Date: Tuesday, April 4, 2023

Re: Take from the table Approve or Deny a petition filed by Bill Wikstrom appealing the Hattiesburg Planning Commission's action on a petition requesting a conditional use for "product wholesale" in a B-3 Zone for a property located at 1601 Hardy Street. The Planning Commission Recommended to Deny on February 1, 2023.
File Number: 2023-197
Minute Book #

Summary

Recommendation Statement

Please place this on the April 4, 2023 City Council meeting for consideration.

SUBJECT PARCEL:

1601 Hardy Street

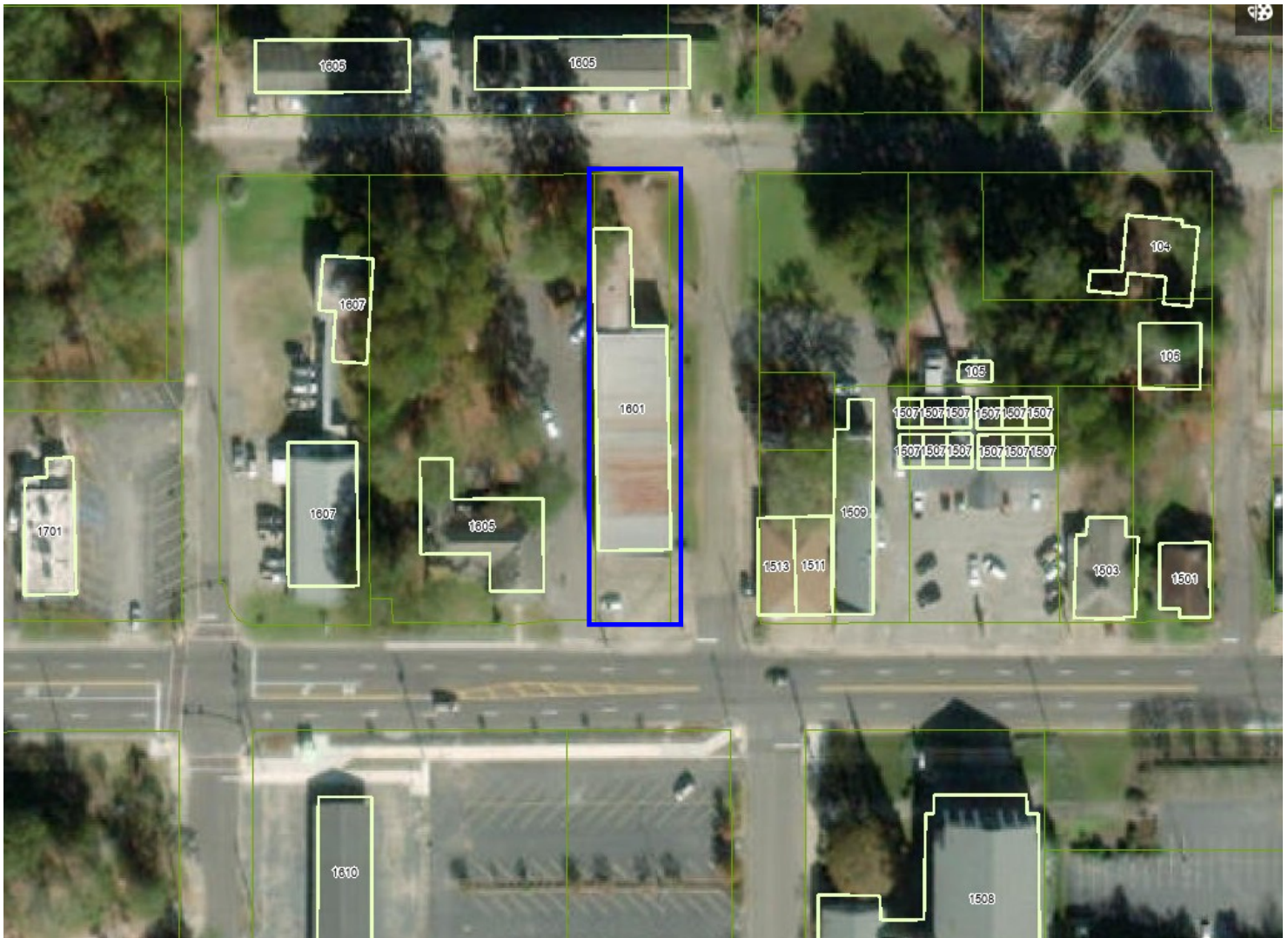
Bill Wikstrom, Owner

To request a conditional use for “Product wholesale” in a B-3 Zone (Community Business District) for a property located at 1601 Hardy Street.





Site Aerial



SURROUNDING AREA

Northern Direction: R-3

Multi-Family Residential



Southern Direction: R-1B

Hardy Street Baptist Church



Eastern Direction: B-3

Retail/Office Space



Western Direction: B-3

Murky Waters Restaurant





**Planning Commission
Case Fact Sheet**

Name of Petitioner : Bill Wikstrom

Address of Property: 1601 Hardy Street	Tax Parcel 2-029L-09-204.00	PPIN: 14220	Ward: 4
--	---------------------------------------	-----------------------	-------------------

Request: **Conditional Use – “Restaurant, without Drive-thru”**

Purpose of Request: To request a conditional use for “Product wholesale” in a B-3 Zone (Community Business District) for a property located at 1601 Hardy Street.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 **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 5 USE REGULATIONS

Table 5.1 Table of Uses																
Use		Additional Use Conditions Cross Reference														
		Agricultural		Residential				Business				Industrial				
■	Permitted	A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B - 1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
□	Permitted with conditions															
◆	Conditional Use															
×	Not Permitted															
Product wholesale			×	×	×	×	×	×	×	×	×	×	×	×	×	×

Request for: **Conditional Use – “Product wholesale”**

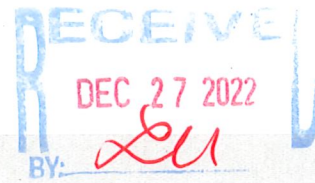
Present Zoning:	This parcel is currently zoned B-3 Community Business District
Present Use:	Vacant Building
Future Land Use:	Neighborhood Business Corridor District
Surrounding Zoning and Land Use:	North: R-3 Multi-Family Residential South: R-1B Single-Family Residential / B-3 Community Business District East: B-3 Community Business District West: B-3 Community Business District
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case as of January 24, 2022. We have had multiple citizens contact us in regard to the nature of the request.
History / Background:	The applicant met with staff in Pre-Application to discuss the change of use of the site. The applicant is the owner of Paradigm Vape Operations and purchased the building with the intention of expanding his business operations and consolidating it into one building. The proposed business operations included retail, product wholesale, and a production, bottling, and processing facility for electronic cigarette liquid cartridges. In our current Land Development Code, the processing facility component would require an Industrial Zoning, and staff and administration advised the applicant that an industrial zoning request on this corridor would unlikely be approved. Knowing that an up zone to an I-1 would unlikely be approved, the applicant removed the processing component of the business and intends to use the building for product wholesale, retail, and office space for his employees. Wholesale establishments are primarily engaged in selling and distributing merchandise to other commercial users; it is not considered general commercial use. The applicant did not propose any external site changes to the property for the proposed product wholesale or retail component, and minimal interior changes during the Pre-Application meeting.

Option: APPROVE OR DENY

12.3.3.2 Additional Approval Criteria. In addition to the standards [5.4.36], 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.

Request for: **Conditional Use – “Product wholesale”**

- 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.

SEE ATTACHED

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

SEE ATTACHED

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

SEE ATTACHED

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

If yes, please explain:

SEE ATTACHED

5. Will there be any elevation in the noise level resulting from this proposed use? _____

If yes, please explain:

NONE.

6. What is the expected number of customers/employees per day? _____

SEE ATTACHED

7. Parking Requirements: SEE ATTACHED

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

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

Conditional Use

1. Yes. According to the Hattiesburg Land Development Code (Sep 2022) for a type B-3 Zoned Parcel, Product Wholesale is an approved use with a conditional use caveat being the public hearing process.
2. Little to no adverse effect is anticipated on the local community. The existing facility operated as a furniture store for many, many years. The proposed operation of the building will not alter the delivery or receiving traffic types and will utilize the existing methods of product movement with conventional shipping providers like fedex, ups, and usps. No hazardous or explosive materials, heavy machinery, or noise generating equipment will be utilized, delivered, or shipped from this business, nor will any burden be placed on the city that would require additional resources.
3. The existing facility is a two story, 15,000 SF structure sitting on approximately .33 acres. As mentioned in response to question 2, the use of the site will not be altered. The existing receiving and shipping delivery routes used for the reception and shipping of retail stock will simply be utilized for the shipping and receiving of retail stock in addition to stock that will be shipped to retailers upon order. The full 15,000 SF will not be dedicated wholesale, but rather split up into Retail / Wholesale / Business Operations and offices.
4. The building will partially operate as a retail store, so typical retail traffic is to be expected, not different from what the previous use would have experienced. Per the requirements of the Land Development Code, the application for Conditional use for product wholesale, so concerning that use, there will be a few full-time personnel working regular business hours, and, as mentioned above site use will also be similar in operations to the previous occupancy and will not produce any sizeable increase in traffic. The traffic and shipping frequency expectations are a few box trucks per month on the wholesale side via UPS, FEDEX, and USPS just like any other small business to manage the wholesale product circulation.
5. None.
6. Upon beginning operations a, 7 person staff is anticipated, and additional personnel would be added if operations grow, however, it is unexpected that more than 10 total staff would ever be necessary.
7. No Change / Existing to Remain. (There are 10 paved spaces at the store front and potential for additional off-street parking along Mississippi Avenue if needed.)



**Planning Commission
Case Fact Sheet**

Name of Petitioners: John P. Scanlon, representative, and Safari Timberlands, LLC

Address of Property:
Intersection of Jackson Road and the Longleaf Trace

	Tax Parcel	PPIN:	Ward:
A portion the parcel:	052B-03-004.105	33787	1

Request: Establish the zoning **B-2 and Conditional Use Request for Restaurant without drive-through in a B-2 Zone**

Purpose of Request: To consider a petition filed by John P. Scanlon, representative, and Safari Timberlands, LLC, owner, as required in the Land Development Code, Ord. No. 3209, to establish the zoning classification for a portion of an unimproved property located at the intersection of Jackson Road and the Longleaf Trace to B-2 Neighborhood Business District (Section 4.5.9) and to request a conditional use for "restaurant, without drive-through" in a B-2 Zone (Neighborhood Business District) contingent upon approval of the request to establish the zoning. (Parcel No. 052B-03-004.105; PPIN 33787, Lamar County, Ward 1)

Applicant Summaries: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

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.

SECTION 5**Use Regulations**

Table 5.1 Table of Uses																
Use		Additional Use Conditions Cross Reference														
		Agricultural		Residential					Business				Industrial			
■	Permitted	A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B - 1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
□	Permitted with conditions															
◆	Conditional Use															
×	Not Permitted															
Restaurant, without drive-thru		×	×	×	×	×	×	×	◆	◆	□	□	□	□	□	5.4.36

5.4.36 – Conditions for Use for Restaurant without Drive-Through

5.4.36.5 All restaurants located within the B-1 and B-2 districts shall be limited to a capacity of 80 seats.

5.4.36.6 All restaurants that abut residential districts shall be screened entirely from view of adjacent residential properties by an opaque fence and/or vegetative screen to a minimum height of six feet. Such screen shall meet the minimum height requirement at the time of issuance of a certificate of occupancy.

Present Zoning:

The parcel does not have an established zoning

Present Use:

Vacant / Undeveloped

Future Land Use:

Neighborhood Conservation District 2

Surrounding Zoning and Land Use:

North: R-1A Single-Family Residential (across from Longleaf Trace)

South: Outside of City Limits

East: A-2 General Agricultural

West: Outside of City Limits

Letters or**Concerns stated:**

The Planning Division Office has received multiple statements from neighboring residents voicing their concerns in regard to the rezoning request. Those letters are included in this report.

History / Background:

The applicant met with staff in Pre-Application to discuss the development of a bike shop/bike retail store with an added coffee shop/restaurant component. The intent of the applicant is to integrate in with the Longleaf Trace and provide additional amenities that complement its uses. Staff discussed zoning options, where B-2 or B-3 would meet the minimum zoning requirements for the intended uses. The minimum zoning required for the intended uses is a B-2, but requires a conditional use for the restaurant

John P. Scanlon, representative, and Safari Timberlands, LLC
Request for: **Establish Zoning to B-2 and Conditional Use Request for Restaurant**

component. A B-2 Zoning is considered less impactful and less intensive use than a B-3 zone, and reduces the number of allowable uses compared to a B-3 or higher zoning.

The applicant is only seeking to rezone a portion of the parcel (PPIN 33787), approximately 2 acres and intends to leave an easement on the southern portion of the property for future connectivity into the eastern portion of the parcel. The applicant has provided a conceptual site plan and architectural renderings for the proposed development which is included in this report. Planning Commission should consider the justification of a commercial zone at this intersection of Jackson Road and Longleaf Trace if it were to be approved.

The conditional use request is contingent upon approval of establishing the zoning to B-2. Planning Commission should consider the approval criteria for a conditional use request (listed below) as it relates to this development.

Note: This item previously appeared on the January 2023 Agenda to change the zoning of the parcel. Staff later discovered that the zoning had never been established following its annexation into the City of Hattiesburg and it was removed from the January agenda and noticed and posted as establishing the zoning for the parcel for the February agenda.

Option (A):

Approve or Deny

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

Conditional Use Request

Option (B):

Approve or Deny.

12.3.3.2 Additional Approval Criteria. In addition to the standards [5.4.36], 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

John P. Scanlon, representative, and Safari Timberlands, LLC

Request for: **Establish Zoning to B-2 and Conditional Use Request for Restaurant**

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.

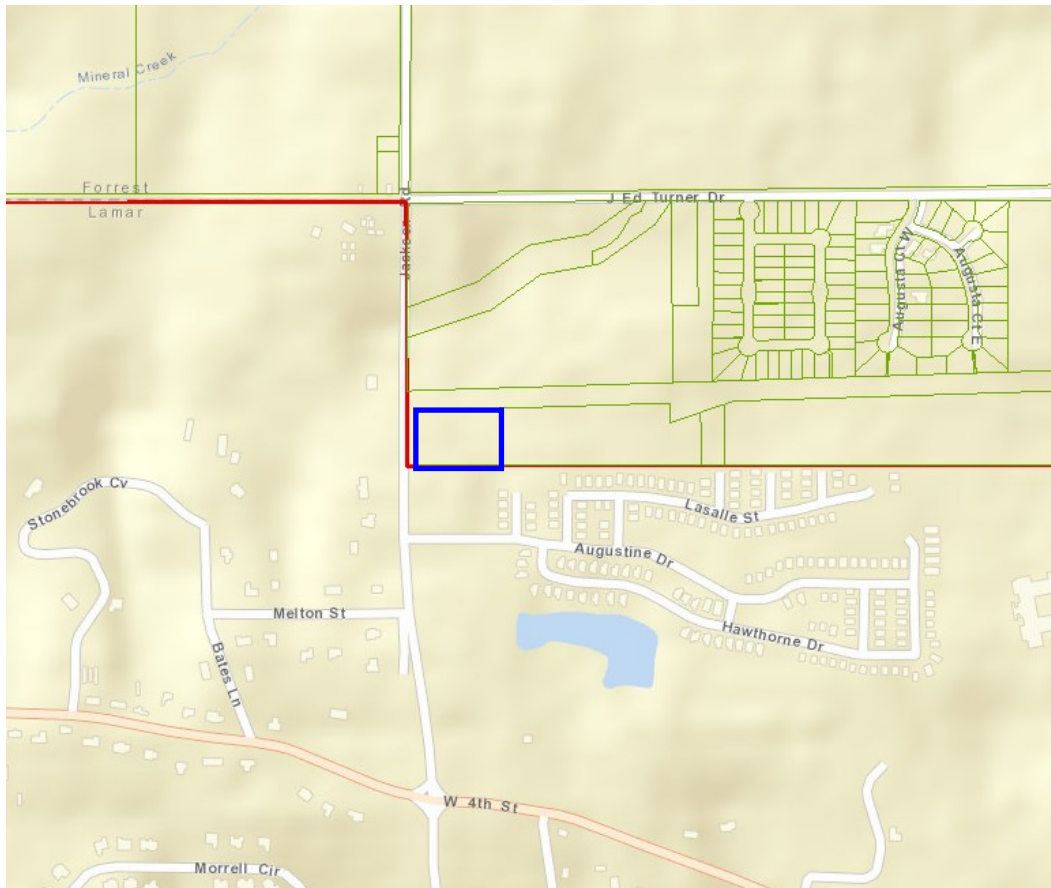
SUBJECT PARCEL:

Intersection of Jackson Road and Longleaf Trace

John P. Scanlon, representative, and Safari Timberlands, LLC, owner The petitioners request to establish the zoning classification for a portion of an unimproved property located at the intersection of Jackson Road to B-2 Neighborhood Business District (Section 4.5.9) and to request a conditional use for “restaurant, without drive-through” in a B-2 Zone (Neighborhood Business District) contingent upon approval of the rezoning request.



Vicinity Map—Ward 1



Surrounding Zoning (Subject parcel for request not zoned)



Site Aerial



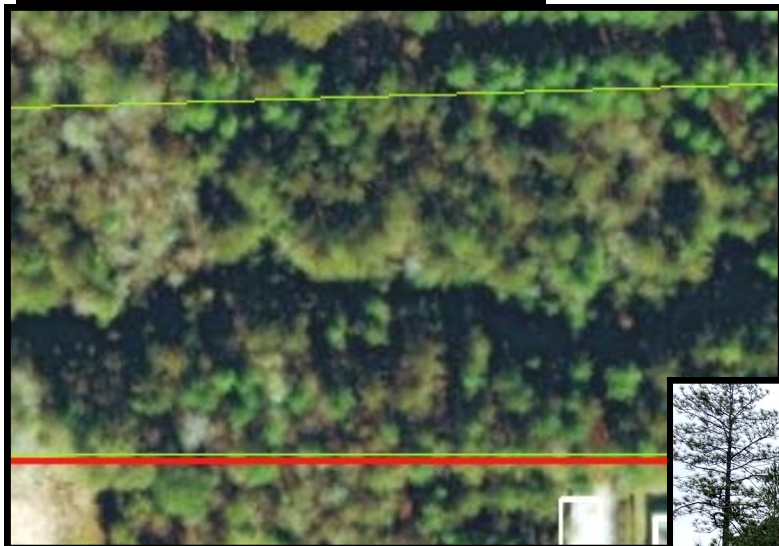
SURROUNDING AREA

Northern Direction: R-1A

Single-Family Residential



Southern Direction: Outside of City Limits



Eastern Direction: A-2 Agricultural Residential—Undeveloped

Western Direction: Outside of City Limits



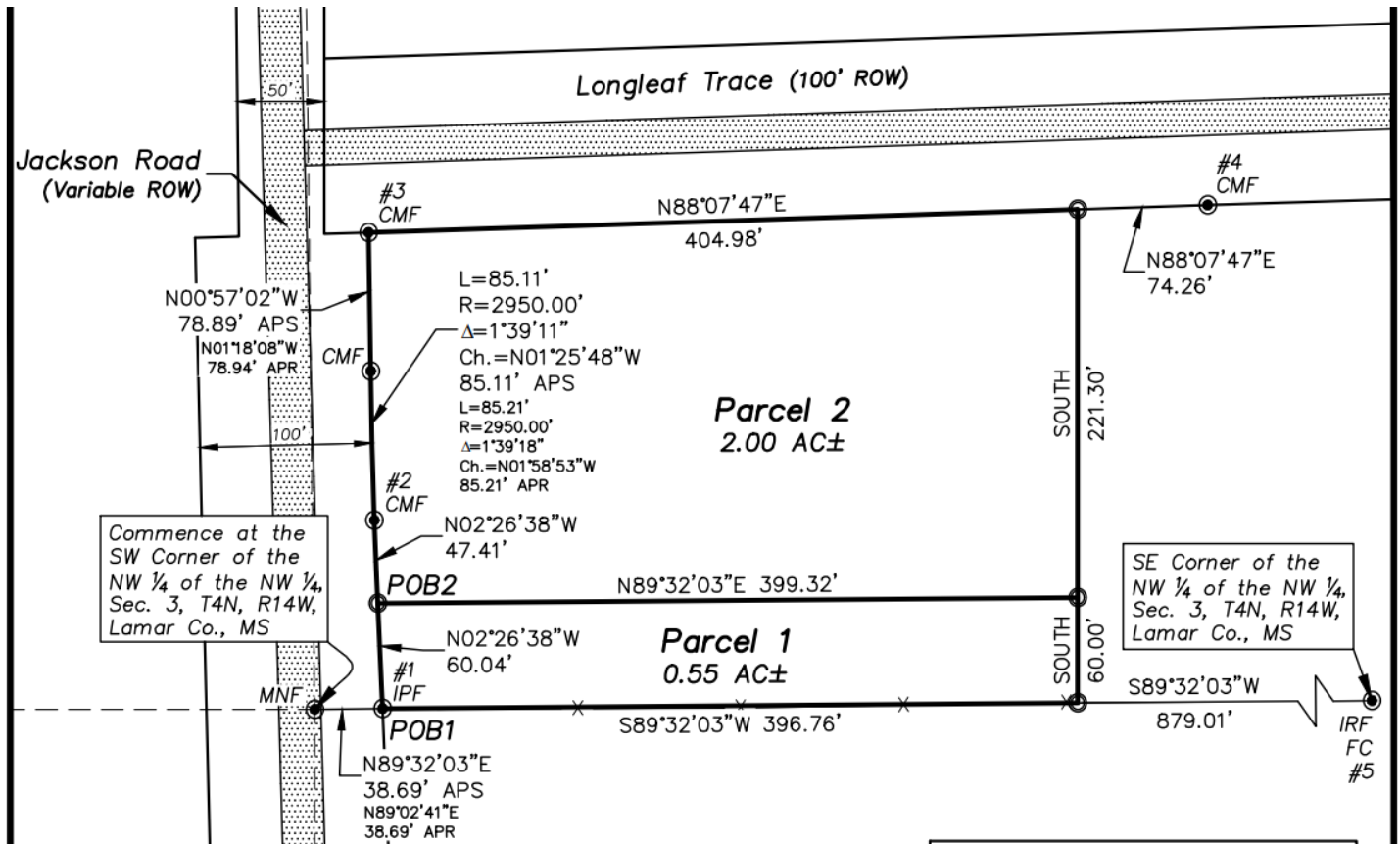
SURROUNDING AREA

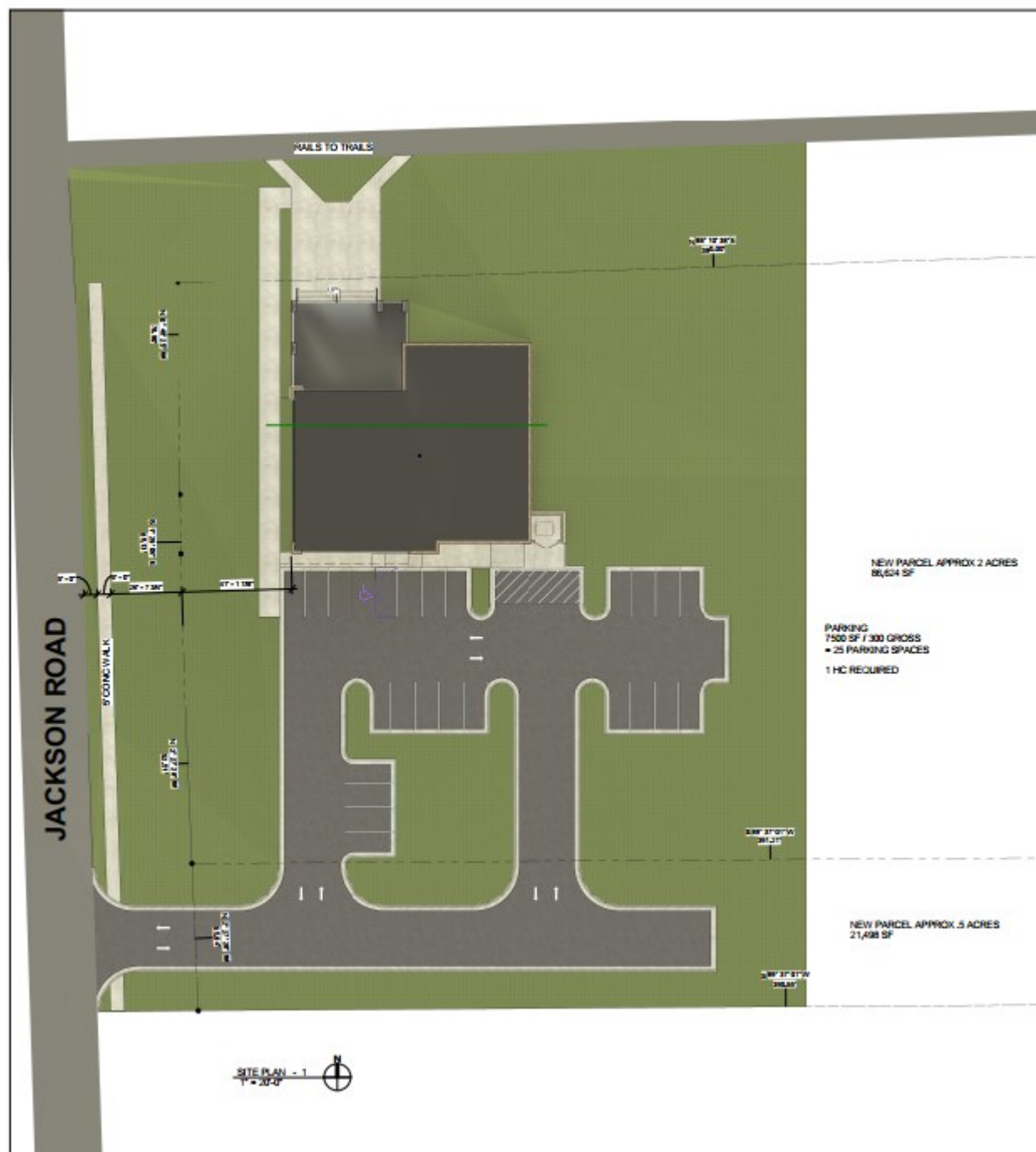
**Longleaf Trace / Jackson Station
Facing West**



**Intersection of Longleaf Trace and
Jackson Road (Subject parcel on
right)**

Portion Requested for Rezone (partial of whole parcel)





Proposed Floor Plan



Conceptual Elevations



Conceptual Elevations



Rezoning Information (1 page)

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

- A. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- B. There is a mistake in the original zoning.
- C. Annexation

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

There are two related requests coming before the Planning Commission regarding the proposal for this property - a rezoning request to B-2, and a conditional use request for a restaurant without a drive-thru, which would be located inside a bike shop (with bike repairs and a retail space of less than 10,000 sq. feet).

Although the proposal would be light commercial, it would exist more in the nature of a neighborhood amenity. The request would be to rezone 2.55 acres (of the 9.35-acre parcel), .55 of which would be for the new access road to the south of the parking lot.

There have been both changes in the character of the neighborhood as well as a public need for this proposed use which would justify the site currently zoned A-2, Agricultural Residential, to be re-zoned to B-2, Neighborhood Business.

These include:

- Longleaf Trace rails-to-trails project
- Re-alignment of Jackson road
- Development of nearby neighborhoods
- No bike shops or restaurants near Longleaf Trace

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.

Yes. The site is currently zoned A-2, Agricultural Residential, but the proposed zoning classification is B-2, Neighborhood Business, with this conditional use request. Section 5, which contains Table 5.1, the Table of Uses, shows that all of the uses applicable to the proposed development may exist in a B-2 zone. Table 5.1 lists 1) Restaurant without drive-thru as a conditional use; 2) Retail of less than 10,000 sq. feet as permitted, with conditions, and 3) Repair Shop (small appliance, shoes, excluding gas engines) as permitted outright.

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

The applicant is in touch with City Engineering about the possibility of connecting to nearby centralized utilities which are thought to be along J. Ed Turner Drive, at the farthest. Septic tanks were considered in early discussions, but Applicant would be amenable to connecting to centralized sewer if legally permissible and economically feasible. This should not be a detriment to the utilities in use by the surrounding community.

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

The size is appropriate for the proposed development and use. Although the proposal would be light commercial, it would exist more in the nature of a neighborhood amenity on a relatively small, 2-acre area. The related rezoning request is to rezone only 2.55 acres of the 9.35-acre parcel, but .55 of that would be for the new access road to the south of the parking lot. The use would have minimal impact on The proposed development will be compatible with surrounding uses and will have minimal adverse impact on adjacent properties, though Applicant will consider screening and design suggestions from the Planning Commission and the City.

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

If yes, please explain:

The proposed use is for a bike shop, including a repair shop, of less than 10,000 square feet which would include a restaurant with no drive-thru. The concept is to have a place along the Longleaf Trace multi-purpose trail where those who use the trail could stop either to enjoy a cup of coffee or a light menu, or to have access to a cycling retail center and bike shop. Thus, it is hoped this use would generate additional pedestrian and bicycle traffic, both from users of the Trace, as well as those who reside nearby. The use would also involve some automobile traffic, but drivers of cars are not intended to be the sole customers of the proposed use.

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

If yes, please explain:

6. What is the expected number of customers/employees per day? _____

~~While a retail bike shop and repair shop, together with a small restaurant, there would be a handful of employees needed, and it is hoped that . Such an amenity within the City of Hattiesburg along the Longleaf Trace would benefit the area as well as those using the multi-purposes trail.~~

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 23 vehicles, and
1 ADA vehicle(s); with 1 loading spaces.

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

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE CITY OF
HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY
OF HATTIESBURG, MISSISSIPPI TO DESIGNATE THE ZONING CLASSIFICATION
WITHIN AN ANNEXED AND UNZONED FOR AN UNDEVELOPED AREA ALONG J.
ED TURNER ROAD (A PORTION OF PARCEL 052B-03-004.105; PPIN 3378) TO B-2
(NEIGHBORHOOD BUSINESS).
BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI:

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

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

Said properties are described as follows:

Parcel 1

A parcel of land located in the NW ¼ of the NW ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at a mag nail found marking the SW Corner of the said NW ¼ of the NW ¼; thence North 89 degrees 32 minutes 03 seconds East along the south line of the said NW ¼ of the

NW ¼ for 38.69 feet to an iron pin found on the eastern right of way line of Jackson Road, said point also being the Point of Beginning; thence North 02 degrees 26 minutes 38 seconds West along said eastern right of way line for 60.04 feet to an iron pin set; thence North 89 degrees 32 minutes 03 seconds East for 399.32 feet to an iron pin set; thence South for 60.00 feet to an iron pin set on the said south line of the said NW ¼ of the NW ¼; thence South 89 degrees 32 minutes 03 seconds West along said south line for 396.76 feet back to the Point of Beginning. Said parcel contains 0.55 acres, more or less. Bearings in above description are based upon GPS Observation of Geodetic North.

Parcel 2

A parcel of land located in the NW ¼ of the NW ¼ of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:

Commence at a mag nail found marking the SW Corner of the said NW ¼ of the NW ¼; thence North 89 degrees 32 minutes 03 seconds East along the south line of the said NW ¼ of the NW ¼ for 38.69 feet to an iron pin found on the eastern right of way line of Jackson Road; thence North 02 degrees 26 minutes 38 seconds West along said eastern right of way line for 60.04 feet to an iron pin set, said point also being the Point of Beginning; thence continue North 02 degrees 26 minutes 38 seconds West along said eastern right of way line for 47.41 feet to a concrete marker found; thence along said eastern right of way line along a curve to the right for 85.11 feet to a concrete marker found, said curve having a radius of 2,950.00 feet, an included angle of 01 degree 39 minutes 11 seconds and a chord of North 01 degree 25 minutes 48 seconds West for 85.11 feet; thence North 00 degrees 57 minutes 02 seconds West along said eastern right of way line for 78.89 feet to a concrete marker found on the southern right of way line of Longleaf Trace; thence North 88 degrees 07 minutes 47 seconds East along said southern right of way line for 404.98 feet to an iron pin set; thence South for 221.30 feet to an iron pin set; thence South 89 degrees 32 minutes 03 seconds West for 399.32 feet back to the Point of Beginning. Said parcel contains 2.00 acres, more or less. Bearings in above description are based upon GPS Observation of Geodetic North.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2023.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor,
this the _____ day of _____ A.D., 2023.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
February 1st, 2023**

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

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

Commissioners Absent:

Also Present: Nathan Satcher, Planner
Wiley Quinn, Director of Urban Development
Jim Gladden, Esq.
Kevin Bates, Building Official
Russell Archer, Historic Planner

AGENDA REVIEW

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

MINUTES REVIEW

There came the matter of the January 4th, 2023 minutes. Commissioner Ray made a motion to approve, seconded by Commissioner Hinton. All members present were in favor of the changes.

REPORTS

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for January 2022. He shared there was a large number of roofing permits for an apartment complex. Also, there was a significant jump in commercial valuation which was mostly due to a midtown permit. No new single-family permits this month which he noted was unusual.

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Planner. He shared that the Longleaf Village in the Avenues and the changes to Midtown form-based code was expected before the City Council on February 6th. Planning Commission is now going to meet at the City Council Chambers on their scheduled date and time. New staff members were introduced.

CHAIR'S REPORT

There came the matter of the Chair's Report. Chair Miller thanked Nathan and Russell for their support in the Planning Department and for covering the absence of Ginger Lowery. Updated copies of the Land Development Code were passed out to commissioners. The Chair recommended a review of the Mississippi Heritage Trust and talked about the information in the recent publication.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Items A & B (Establish the Zoning of Undeveloped Parcel on Jackson Road and to request a Conditional Use for Restaurant w/o Drive-through) presented by John Scanlin. Nathan Satcher first presented that the property was not zoned and needed to establish zoning. It is erroneously listed as A-2 on the GIS map. The applicant is looking to zone 2 of the 8 Acres, leaving the rest unzoned. Also noted, the site plan is conceptual only. Satcher also noted that there have been multiple letters of opposition and

support, all of which were provided to the members of the Planning Commission and are on file in the Planning Office at City Hall.

Jim Gladden answered questions about the conditional use and that if approved any substantial changes by the restaurant would require new site plan approval.

John Scanlon, representative for the case and attorney for Mr. Hood, is looking to establish the zoning for one partial part of the property. Currently, they do not own the property and will purchase and develop it upon approval. The applicant will run the bicycle shop. Initially, the applicant thought it was a rezone and upon review it was discovered to be an unzoned property. They then supplemented their application to coincide with legal requirements for the unzoned property. Since the property was unzoned, there is no window in to view change.

Unique to the property is that it has Lamar County jurisdiction to its west and south and that it has Hattiesburg to its north and west. 1,000 feet from the property is an industrially zoned area.

Activity along the trace is increasing. The Comprehensive Plan has an emphasis on bike paths, pedestrian paths, and connectivity along the Longleaf Trace. The public had a lot of input on the Comprehensive Plan. Also, the idea that the zoning is static and that there are ways to allow change, and that the Comprehensive plan and state law recognize this.

The zoning to the west with Lamar County has permitted uses such as shops, barns, car sheds, truck repair shops, sawmills, hunting clubs, body shops, auto salvage yards, septic tank yards, tattoo parlors, and several other non-neighborhood desirable uses. To the south is a mixed-use district that encourages 24-hour vitality, economic incentives, and merchandise sales. The restaurant is limited in capacity and is mostly a few bar stools. The applicant emphasized that as long as your project does not harm the comprehensive plan and does not vary in great detail, then it is considered by law to be in harmony with the Comprehensive Plan. Exhibit submitted of a petition with 180 signatures was added to the case file to be on record.

Chair Miller had questions about the nature of the applicant's outreach to the surrounding area. Mr. Scanlin replied that Mr. Hood had reached out to several people that had submitted objection letters. Mr. Scanlin then stated that he had reached out to every single person that had submitted a letter of objection except 1 that came in late the previous afternoon. Emails were sent to several opponents. Other outreach was sent to supporters.

Commissioner Hinton had questions about conversations with the city regarding traffic control because it is a major concern by opponents and herself. Mr. Scanlin stated that he had not had any conversations with the City regarding this topic; however, he is aware that there are some types of plans related to annexation. Mr. Scanlin also included statements that Mr. Hood would be willing to help with some concerns and that car drivers are not the only people expected to use this facility. Chair Miller emphasized that he bicycles through that area frequently and it does take breath holding to maneuver through the area. Commissioner Hinton emphasized that the Planning Commission will review traffic creation so that users are safe. Mr. Scanlin stated that the plans were conceptual.

Commissioner Dawe asked if it would make sense to propose traffic control now to prevent further delays. Chair Miller responded that it would make sense to do it in a discussion after the public comments concluded.

Commissioner McNair asks if the city owns the portion of the road between Jackson Road from the southern property line to J. Ed Turner. Nathan Satcher replied this portion of Jackson Road is controlled by the County and that he anticipates a well-received conversation regarding traffic measures.

Commissioner Conville asked what is the width of the right of way at that portion of Jackson Road. Nathan Satcher responded that a typical roadway width is 50-60 feet but was uncertain about the specifics of this site.

Sparky Walker spoke about the excitement of the Longleaf Trail and the accessibility of it. He spoke favorably about the trail and new accesses to it.

David Simpson spoke about the site and that the normal parking is chaotic. He is for the parking with the improvements that will come with the site.

Kelly O'Neal spoke about his cycling and that people are coming in from as far as Wisconsin. He is in favor of the project and believes it will enhance the trace. Had a question about the 4 lanes of Jackson Road.

Glen Edwards spoke that the trace has helped his health. Also, a new bike shop would be good for the support of bikers.

Shawn Harris spoke about being an avid outdoorsman and is trying to help with help of the Blue Ways and Geocaching. He said the reason no one rides west is that there is no place to ride to. He mentions architecture, bike lanes, and sidewalks over auto-centered design.

Lindsey Morris for the Shadow Ridge country club supports the development of the bike shop. States that the area is lacking parking and safety and this is supported.

John Eye Speaker spoke about the enjoyment of the trace but that this is not a good location for the area. He referenced the Comprehensive Plan and stated that long-term decisions are made based on the maps within it. Concerns about the remaining property and the property to the north. Discussed that this could be the first of many changes, which could lead to more rezoning.

Jeff Hammond believes this is a family and quality of life risk. He believes that commercial development will sacrifice home and family.

Jeff Scanlin spoke again about the Comprehensive Plan's guiding principles. He handed out an exhibit map detailing the objector's location as compared to the location of the project, also noting that the industrially zoned property is closer than any of the objectors. He noted that the supreme court looks at objectors and their standing about the proposed changes.

Chair Miller then closed the public hearing portion of the meeting. He then stated that he was bludgeoned by the legal arguments and had concerns about the vote and if it could be used as a precedent for other areas. He mentioned the idea of possibly tabling the project and looking at the bigger picture down the road. Questions were asked about inaction and the unzoned property. Nathan Satcher responded that it could force the city to establish zoning in the near future. Commissioner Ray made a motion to table the item with the understanding that they would try and move expeditiously as possible which was seconded by Commissioner Lockett. The discussion was brought up that the rest of the parcel would be unzoned. A roll call vote was then conducted.

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

Commissioners Voting Nay: None

There came the matter of Item B (To request a Conditional Use for a Restaurant without a Drive-through) This item needed to be tabled until Item A had a recommendation. Chair Miller then closed the public hearing portion of the meeting. Commissioner Hinton made a motion to table the item with the understanding that they would try and move expeditiously as possible which was seconded by Commissioner Conville. A roll call vote was then conducted.

Commissioners Voting Aye: Charles Dawe (via GoToMeeting)

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

Commissioners Voting Nay: None

Then came item C, to approve or deny the conditional use for product wholesale in a B-3 zone. Nathan Satcher introduced the case.

Commissioner Ray asked questions about distance requirements for tobacco between certain types of uses. Nathan Satcher stated that those are state regulations, not the city.

Commissioner Conville asked about the location of a dispensary and that was purely a state regulation. Nathan Satcher stated that the Planning Commission was reviewing cases about medical cannabis that was adjacent to residential areas.

Chair Miller then opened the public hearing. Bill Wikstrom came to speak on behalf of his case. He mentioned that his company operates in west Hattiesburg. His proposed facility needs space for Wholesale and he has customers throughout the state. Chair Miller reminded everyone that we are not here to discuss the merits of the product but to focus on the wholesale aspect.

Commissioner Conville asked about the wholesale of CBD in addition to the vape product. Mr. Winstrom stated that he sells legal CBD and vape that is wholesaled.

Chair Miller asked if he had any retail intentions. Mr. Winstrom stated that the learning experience of the development process and that he purchased the building before knowing that there are zoning issues. He stated retail is not his core business model for this location. He stated that if he doesn't get the conditional use he may have to implement retail for this site. Chair Miller asked if this was appropriate for Hardy Street versus a highway and interstate area. Mr. Winstrom stated that this was the best option available.

Commissioner McNair asked if you were not to be granted the conditional use, would they proceed with retail? Mr. Winstrom stated he wouldn't have any other choice.

Commissioner Conville asked about the volume of truck traffic. Mr. Winstrom said the normal routine of box trucks a week and from time to time an 18-wheeler that would from time to time be heading out of state or overseas.

David Coghlan spoke about being employed by Mr. Winstrom and that he has done everything in his power to keep vaping away from children. They have helped to transition smokers and pass laws to keep vaping out of children's hands. Doesn't believe the site is set up for retail. Commissioner Conville asked about his current location, to which he responded that he was in Oak Grove on highway 11.

Jessica Thurmond spoke about Mr. Winstrom and that his products have improved her way of life. She stopped smoking and reduced her medication quantity. Mr. Conville asked about which products what was most helpful to which she responded that CBD and vaping had been most helpful.

Victoria Morgan spoke about the vape products helping her manage physical and mental health difficulties.

Commissioner Dawe had to leave the meeting.

Anna Fullan spoke about CBD products and the company steering her away from the use of vape products.

James Moore spoke on behalf of an advocates group and that he lost his son to an overdose and that he found paraphernalia in his room at various times. The city had closed these paraphernalia shops. Moore then changed that the city should not allow a conditional use as their current shop had violated the paraphernalia laws.

Michael Gilpin spoke that he questioned the medical benefits of the items presented.

Mary Dryden spoke about the facility not meeting with the neighborhood character.

Michael Powell spoke that the applicant contradicted himself in the documentation submitted.

Shawn Harris spoke on behalf of Hardy Street Baptist Church and they had made a considerable reinvestment into the community. Also, there was a concern about paraphernalia in the stores.

Bill Wikstrom yielded his rebuttal time to his attorney Andrew Hatten. Mr. Hatten spoke that there will be no drug paraphernalia at the store. The primary purpose is for wholesale. There may be some limited retail but just until the wholesale operation is open. Traffic concerns are limited based on the furniture store that was once there and that there would be no further traffic beyond what was there. They also spoke that there were no illegal substances on the premises. They also spoke to attempting to reach out to the public with limited support.

Commissioner Hinton spoke about the dedication to the clean operation from the applicant, she stated that the basis of her opinion was that Hardy Street is a retail and restaurants corridor and wholesale is not an appropriate use for this corridor and did not want to set a precedent on Hardy Street for this type of use. She made the motion to deny. Commissioner Ray seconded the motion.

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

Commissioners Voting Nay: None

Commissioners Absent: Charles Dawe (via GoToMeeting)

BUSINESS MEETING

Having no further business, Commissioner Hinton made a motion to adjourn. The motion was seconded by Commissioner Conville and the public meeting was adjourned at 3:55 PM.

Mark M. Miller, Chair

Nathan Satcher, Planner II

**MINUTES OF THE
SPECIAL CALLED MEETING OF THE
HATTIESBURG PLANNING COMMISSION
February 15th, 2023**

The Hattiesburg Planning Commission did meet in a special called session on February 15th, 2023, at 1:00 p.m. at the Hattiesburg Train Depot, 308 Newman Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to give Commissioners, petitioners, and the public the option to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Amy Hinton, Vice-Chair
Dick Conville
Jeff Keysear (Via GoToMeeting)
Elayne Lockett
Luke McNair (Via GoToMeeting)
Mark Miller, Chair
Rebekah Ray
Michael Dickerson (via GoToMeeting)
Carlos Wilson (via GoToMeeting)

Commissioners Absent: Charles Dawe
Rhoda A. Pickett

Also Present: Cory Long, Planning Division Manager
Nathan Satcher, Senior Planner
Andrea Garcia, Planner I
Wiley Quinn, Director of Urban Development
Jim Gladden, Esq.

AGENDA REVIEW

There came the matter of the February 15th 2023 Agenda. Commissioner Ray made a motion to accept the agenda, seconded by Commissioner Hinton. All members present were in favor.

MINUTES REVIEW

There came the matter of the February 1st, 2023 minutes. Commissioner Ray made a motion to approve with edits she had provided to planning staff, seconded by Commissioner Hinton. All members present were in favor of the changes.

REPORTS

BUILDING REPORT

No building report was provided during this special called meeting.

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Planner. He noted that the planning division had issued a memo to explore the remaining unzoned parcels in the city and provide an update to the Planning Commission as soon as possible. Satcher noted that there is also a traffic committee that the public can submit items for review on, and that he would have the traffic concerns on Jackson Road added to the next agenda. Cory Long, Planning Division Manager, noted the city is exploring having a court reporter present during Planning Commission Meetings, so as to assist in creating a record and the minutes.

CHAIR'S REPORT

Chair Miller reiterated that this was indeed a special meeting and wanted to assure that this would not regularly occur. He noted this was exceptional in that it was already delayed a month by no fault of the proponents or opponents of the case. He also noted that the traffic concerns on Jackson Road would be sent to Hattiesburg's Traffic Committee for their review.

INTRODUCTIONS

The commissioners and staff introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Tabled Items A & B (Establish the Zoning of Undeveloped Parcel on Jackson Road and to request a Conditional Use for Restaurant w/o Drive-through) presented by John Scanlin. Nathan Satcher provided an overview of the request, and noted a project that was in the 2045 Hattiesburg-Petal-Forrest-Lamar MPO that would result in changes to this corridor if realized. The plan would add 4 lanes and a 4-lane roadway and serve as a portion of the Western Bypass Phase II improvement. The timeframe for the project is noted as 2036-2045. Commissioners asked questions on the logistics and location of the noted project in its relation to the request and Satcher clarified.

Chair Miller then noted that there had been adequate information discussed at the previous meeting, and he had no intention of reopening the public hearing portion of the meeting. He noted the first order of business was to remove the item from the table. Commissioner Hinton made a motion to remove item A from the table. Commissioner Conville seconded the motion. All present were in favor of the motion.

Commissioner Hinton asked if during this request only a portion of the parcel would be rezoned. Staff clarified that was correct, and they would not be able to address the remaining portions without proper due process, which had not been done for the remaining portion at this time. Chair Miller noted that the remaining portion would lend well to being zoned A-2, so as to fit in with the surrounding zonings. Satcher clarified that this would require to be presented before the Planning Commission. Commissioner Dickerson noted that rezoning the portion of this parcel could change how they vote on the additional parcel.

Commissioner Conville made a motion to approve item A, to establish the zoning of the parcel to B-2 and was seconded by Commissioner Lockett. A roll call vote was then conducted, however the commissioners did not note what the basis of the zoning change request was for.

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

Commissioners Voting Nay: None

Commissioner Ray then made a motion to remove item B from the table (conditional use request) and was seconded by Commissioner Lockett. All present were in favor of the motion. Commissioner Conville asked for clarification on whether the conditional use request would go away if they did not move forward with the request. Mr. Satcher noted that if there is significant change to the proposed development, that may then require an additional conditional use request, as if business functions and operations were to change, the public should have some opportunity

to weigh in on those changes.

Commissioner Hinton asked for clarification on why the request was for a restaurant without a drive-through. Mr. Satcher noted that drive-throughs are not permitted in a B-2 and there was no indication by the applicant to establish a drive-through at this location at any point during their conversations with the City. Commissioner Hinton also asked for clarification on whether the restaurant was the primary use for the property. Mr. Satcher noted that the restaurant was an ancillary use to the bicycle shop. Commissioner McNair noted that the coffee shop may generate some additional trash, and explored some conditions that would help mitigate customers littering to go waste on the Longleaf Trace. Commissioner Hinton noted there are trash receptacles in the area of the development. Mr. Satcher noted that a condition placed on customers who were no longer at the business would be hard to enforce. He also noted that trash and waste solutions are also reviewed in site plan review, and they would be required to meet the minimum waste disposal requirements of the city.

Chair Miller noted that all parties, both for and against for this case, are Longleaf Trace enthusiasts. Commissioner Dickerson echoed that notion this is not a typical Hardy Street development and parties involved would have a desire to keep the property maintained. Commissioner Hinton made a motion to approve the conditional use request and was seconded by Commissioner Dickerson. Commissioner Hinton then noted that the commission did not identify a basis for approval for the first case. Chair Miller then noted they would conduct another vote for the first item with basis for approval identified. A roll call vote was then conducted for item B, the conditional use request.

Commissioners Voting Aye: Charles Dawe (via GoToMeeting)

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

Commissioners Voting Nay: None

Commissioners then returned to item A to clarify their basis of approval. Commissioner Conville made a motion to approve the zoning establishment, noting the character of the neighborhood had changed substantially and there is a public need for the zoning, and also due to annexation, as the property was never zoned after it was annexed into the city. Commissioner Lockett seconded the motion and a roll call vote was then conducted.

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

Commissioners Voting Nay: None

BUSINESS MEETING

Having no further business, Commissioner Conville made a motion to adjourn. The motion was seconded by Commissioner Pickett and the public meeting was adjourned at 1:58 PM.

Mark M. Miller, Chair

Nathan Satcher, Planner II



**Planning Commission
Case Fact Sheet**

Name of Petitioners: John P. Scanlon, representative, and Safari Timberlands, LLC

Address of Property:
Intersection of Jackson Road and the Longleaf Trace

	Tax Parcel	PPIN:	Ward:
A portion the parcel:	052B-03-004.105	33787	1

Request: Establish the zoning **B-2 and Conditional Use Request for Restaurant without drive-through in a B-2 Zone**

Purpose of Request: To consider a petition filed by John P. Scanlon, representative, and Safari Timberlands, LLC, owner, as required in the Land Development Code, Ord. No. 3209, to establish the zoning classification for a portion of an unimproved property located at the intersection of Jackson Road and the Longleaf Trace to B-2 Neighborhood Business District (Section 4.5.9) and to request a conditional use for "restaurant, without drive-through" in a B-2 Zone (Neighborhood Business District) contingent upon approval of the request to establish the zoning. (Parcel No. 052B-03-004.105; PPIN 33787, Lamar County, Ward 1)

Applicant Summaries: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

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.

SECTION 5**Use Regulations**

Table 5.1 Table of Uses																
Use		Additional Use Conditions Cross Reference														
		Agricultural		Residential					Business				Industrial			
■	Permitted	A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B - 1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
□	Permitted with conditions															
◆	Conditional Use															
×	Not Permitted															
Restaurant, without drive-thru		×	×	×	×	×	×	×	◆	◆	□	□	□	□	□	5.4.36

5.4.36 – Conditions for Use for Restaurant without Drive-Through

5.4.36.5 All restaurants located within the B-1 and B-2 districts shall be limited to a capacity of 80 seats.

5.4.36.6 All restaurants that abut residential districts shall be screened entirely from view of adjacent residential properties by an opaque fence and/or vegetative screen to a minimum height of six feet. Such screen shall meet the minimum height requirement at the time of issuance of a certificate of occupancy.

Present Zoning:

The parcel does not have an established zoning

Present Use:

Vacant / Undeveloped

Future Land Use:

Neighborhood Conservation District 2

Surrounding Zoning and Land Use:

North: R-1A Single-Family Residential (across from Longleaf Trace)

South: Outside of City Limits

East: A-2 General Agricultural

West: Outside of City Limits

Letters or**Concerns stated:**

The Planning Division Office has received multiple statements from neighboring residents voicing their concerns in regard to the rezoning request. Those letters are included in this report.

History / Background:

The applicant met with staff in Pre-Application to discuss the development of a bike shop/bike retail store with an added coffee shop/restaurant component. The intent of the applicant is to integrate in with the Longleaf Trace and provide additional amenities that complement its uses. Staff discussed zoning options, where B-2 or B-3 would meet the minimum zoning requirements for the intended uses. The minimum zoning required for the intended uses is a B-2, but requires a conditional use for the restaurant

John P. Scanlon, representative, and Safari Timberlands, LLC
Request for: **Establish Zoning to B-2 and Conditional Use Request for Restaurant**

component. A B-2 Zoning is considered less impactful and less intensive use than a B-3 zone, and reduces the number of allowable uses compared to a B-3 or higher zoning.

The applicant is only seeking to rezone a portion of the parcel (PPIN 33787), approximately 2 acres and intends to leave an easement on the southern portion of the property for future connectivity into the eastern portion of the parcel. The applicant has provided a conceptual site plan and architectural renderings for the proposed development which is included in this report. Planning Commission should consider the justification of a commercial zone at this intersection of Jackson Road and Longleaf Trace if it were to be approved.

The conditional use request is contingent upon approval of establishing the zoning to B-2. Planning Commission should consider the approval criteria for a conditional use request (listed below) as it relates to this development.

Note: This item previously appeared on the January 2023 Agenda to change the zoning of the parcel. Staff later discovered that the zoning had never been established following its annexation into the City of Hattiesburg and it was removed from the January agenda and noticed and posted as establishing the zoning for the parcel for the February agenda.

Option (A):

Approve or Deny

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

Conditional Use Request

Option (B):

Approve or Deny.

12.3.3.2 Additional Approval Criteria. In addition to the standards [5.4.36], 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

John P. Scanlon, representative, and Safari Timberlands, LLC

Request for: **Establish Zoning to B-2 and Conditional Use Request for Restaurant**

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.

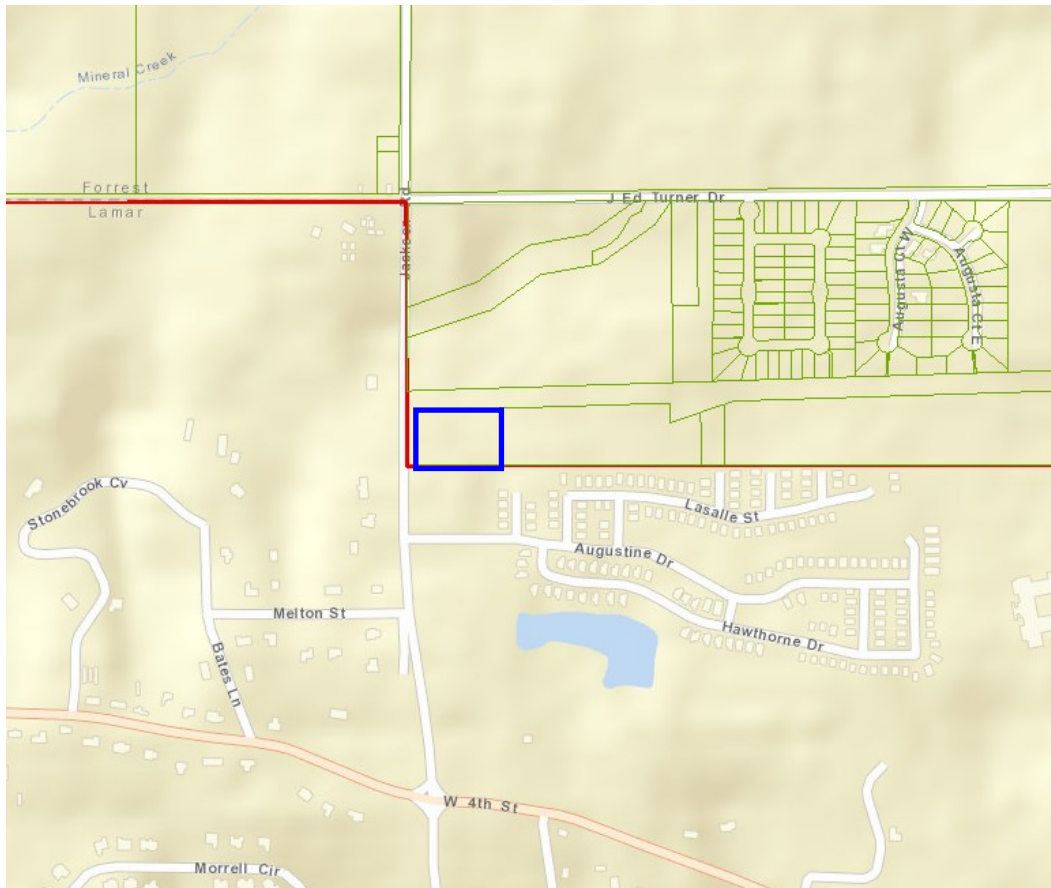
SUBJECT PARCEL:

Intersection of Jackson Road and Longleaf Trace

John P. Scanlon, representative, and Safari Timberlands, LLC, owner The petitioners request to establish the zoning classification for a portion of an unimproved property located at the intersection of Jackson Road to B-2 Neighborhood Business District (Section 4.5.9) and to request a conditional use for “restaurant, without drive-through” in a B-2 Zone (Neighborhood Business District) contingent upon approval of the rezoning request.



Vicinity Map—Ward 1



Surrounding Zoning (Subject parcel for request not zoned)



Site Aerial



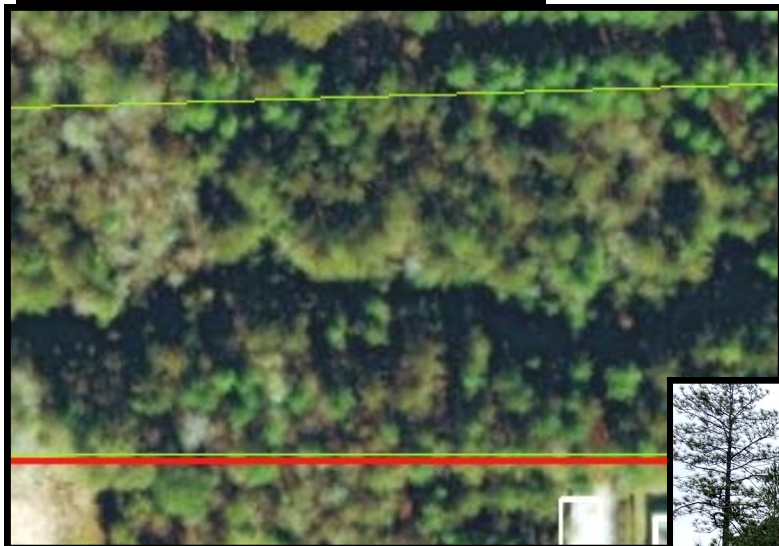
SURROUNDING AREA

Northern Direction: R-1A

Single-Family Residential



Southern Direction: Outside of City Limits



Eastern Direction: A-2 Agricultural Residential—Undeveloped

Western Direction: Outside of City Limits



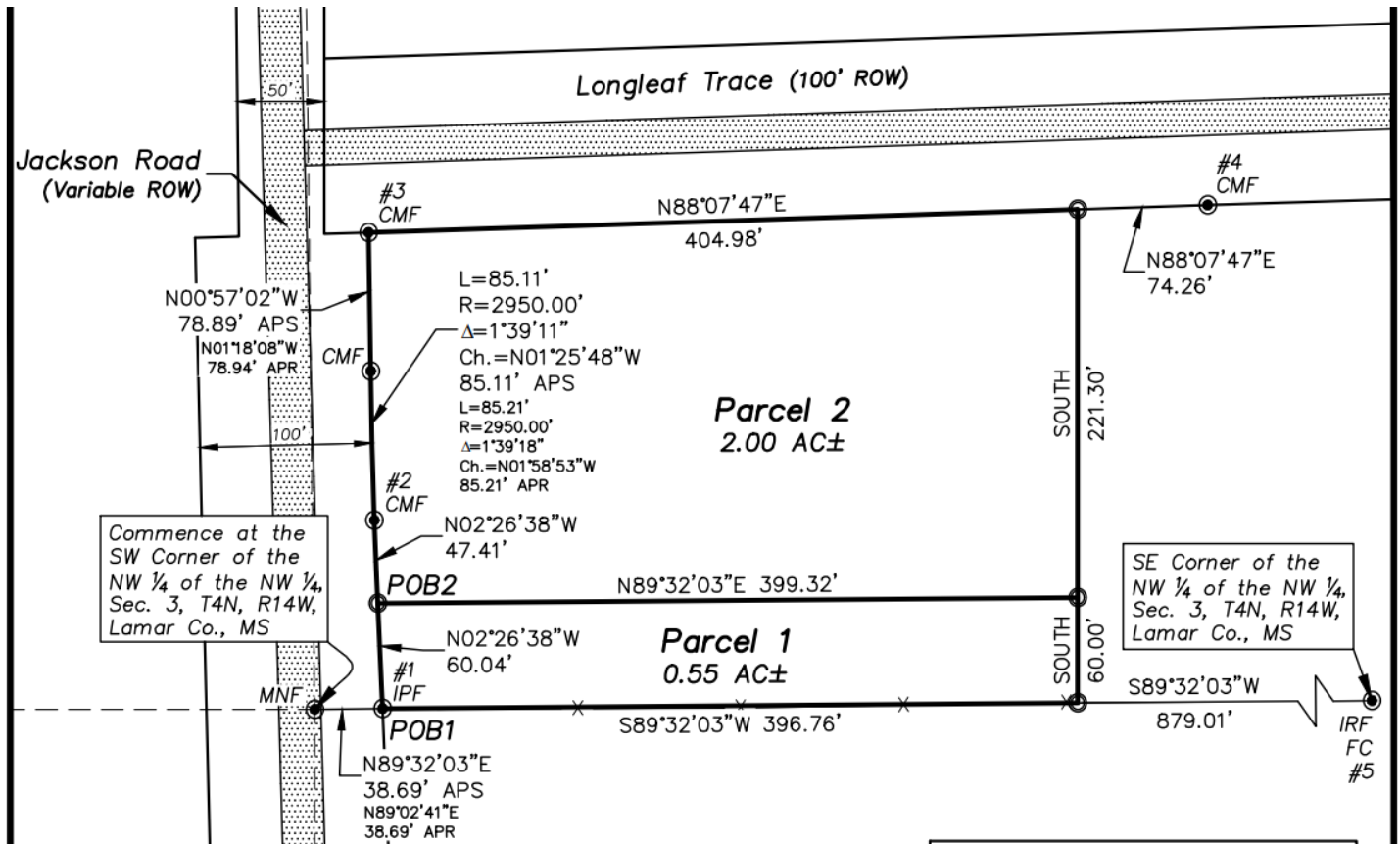
SURROUNDING AREA

**Longleaf Trace / Jackson Station
Facing West**



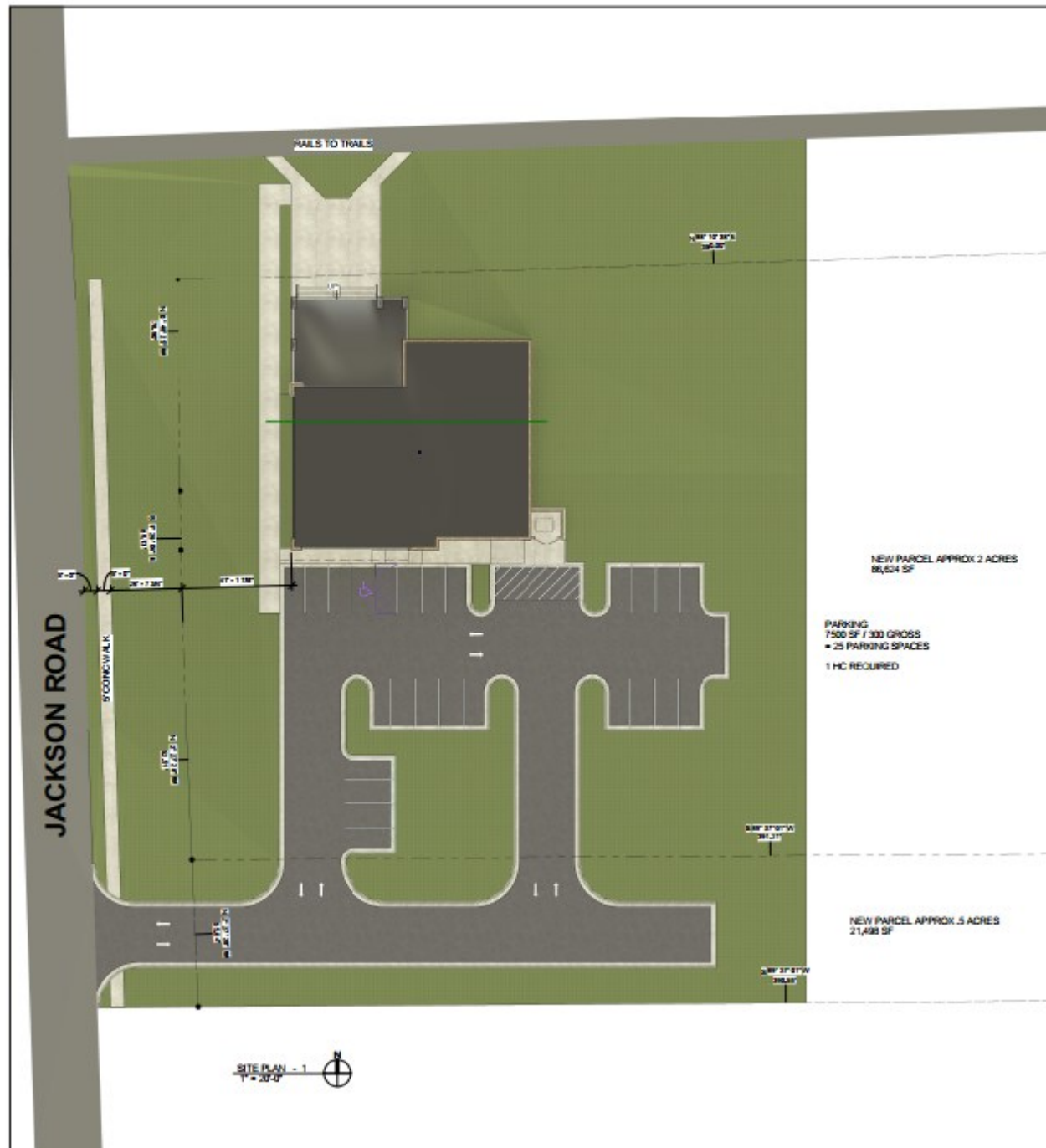
**Intersection of Longleaf Trace and
Jackson Road (Subject parcel on
right)**

Portion Requested for Rezone (partial of whole parcel)



Conceptual Site Plan

(not approved in site plan review)



Proposed Floor Plan



Conceptual Elevations



Conceptual Elevations



Rezoning Information (1 page)

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

- A. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- B. There is a mistake in the original zoning.
- C. Annexation

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

There are two related requests coming before the Planning Commission regarding the proposal for this property - a rezoning request to B-2, and a conditional use request for a restaurant without a drive-thru, which would be located inside a bike shop (with bike repairs and a retail space of less than 10,000 sq. feet).

Although the proposal would be light commercial, it would exist more in the nature of a neighborhood amenity. The request would be to rezone 2.55 acres (of the 9.35-acre parcel), .55 of which would be for the new access road to the south of the parking lot.

There have been both changes in the character of the neighborhood as well as a public need for this proposed use which would justify the site currently zoned A-2, Agricultural Residential, to be re-zoned to B-2, Neighborhood Business.

These include:

- Longleaf Trace rails-to-trails project
- Re-alignment of Jackson road
- Development of nearby neighborhoods
- No bike shops or restaurants near Longleaf Trace

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.

Yes. The site is currently zoned A-2, Agricultural Residential, but the proposed zoning classification is B-2, Neighborhood Business, with this conditional use request. Section 5, which contains Table 5.1, the Table of Uses, shows that all of the uses applicable to the proposed development may exist in a B-2 zone. Table 5.1 lists 1) Restaurant without drive-thru as a conditional use; 2) Retail of less than 10,000 sq. feet as permitted, with conditions, and 3) Repair Shop (small appliance, shoes, excluding gas engines) as permitted outright.

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

The applicant is in touch with City Engineering about the possibility of connecting to nearby centralized utilities which are thought to be along J. Ed Turner Drive, at the farthest. Septic tanks were considered in early discussions, but Applicant would be amenable to connecting to centralized sewer if legally permissible and economically feasible. This should not be a detriment to the utilities in use by the surrounding community.

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

The size is appropriate for the proposed development and use. Although the proposal would be light commercial, it would exist more in the nature of a neighborhood amenity on a relatively small, 2-acre area. The related rezoning request is to rezone only 2.55 acres of the 9.35-acre parcel, but .55 of that would be for the new access road to the south of the parking lot. The use would have minimal impact on The proposed development will be compatible with surrounding uses and will have minimal adverse impact on adjacent properties, though Applicant will consider screening and design suggestions from the Planning Commission and the City.

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

If yes, please explain:

The proposed use is for a bike shop, including a repair shop, of less than 10,000 square feet which would include a restaurant with no drive-thru. The concept is to have a place along the Longleaf Trace multi-purpose trail where those who use the trail could stop either to enjoy a cup of coffee or a light menu, or to have access to a cycling retail center and bike shop. Thus, it is hoped this use would generate additional pedestrian and bicycle traffic, both from users of the Trace, as well as those who reside nearby. The use would also involve some automobile traffic, but drivers of cars are not intended to be the sole customers of the proposed use.

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

If yes, please explain:

6. What is the expected number of customers/employees per day? _____

~~While a retail bike shop and repair shop, together with a small restaurant, there would be a handful of employees needed, and it is hoped that . Such an amenity within the City of Hattiesburg along the Longleaf Trace would benefit the area as well as those using the multi-purposes trail.~~

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 23 vehicles, and
1 ADA vehicle(s); with 1 loading spaces.

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 4, 2023

Re: Adopt a Resolution authorizing the employment of professionals in connection with the issuance of revenue bonds of the city and/or a loan with the Mississippi Development Bank, all in an aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) to raise money for the purpose of financing various convention and tourism related projects of the city.
File Number: 2023-220
Minute Book #

Summary

Recommendation Statement

Please place this on the April 4, 2023 City Council meeting for consideration.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **4th** day of **April 2023**, the following Engagement Resolution:

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF REVENUE BONDS OF THE CITY AND/OR A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TO RAISE MONEY FOR THE PURPOSE OF FINANCING VARIOUS CONVENTION AND TOURISM RELATED PROJECTS OF THE CITY.

WHEREAS, the Mayor and the City Council (the "**Governing Body**") of the City of Hattiesburg, Mississippi (the "**City**"), acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. The City is authorized pursuant to Chapter 952, Local and Private Laws of 1991, as amended by Chapter 854, Local and Private Laws of 1992, as amended by Senate Bill Senate Bill No. 3367, 1994 Regular Session of the Mississippi Legislature, as amended, as the same may be in effect from time to time (collectively, the "**City Act**"), to issue revenue bonds for the purposes set forth therein, including but not limited to, (i) the development, construction, furnishing, equipping, erecting and operation of convention and tourism-related facilities within the City, and all improvements, expansions and additions thereto, including but not limited to, the Serengeti Springs Waterpark Development, the Sixth Street Museum District Development, the Lawn at Lake Terrace Development, the Zoo Expansion/Development and improvements to the Convention Center for the promotion of tourism and conventions in the City; (ii) for any other authorized purposes under the City Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the City Act, the "**Act**"), including funding capitalized interest, if applicable, and (iii) paying the costs of borrowing, including any costs for bond insurance premium, if applicable (collectively, the "**Project**"), secured by the Convention Promotion Tax (as defined herein) and any additional revenues derived from the Project.

2. The Board of Commissioners of the Hattiesburg Convention Commission (the "**Commission**") adopted a resolution requesting the City to issue revenues bonds for the purpose of providing funds for the Project, secured by a sales tax levied by the City in an amount not to exceed two percent (2%) of the gross income of (a) restaurants, (b) on-premises alcoholic beverage retailer permittees, and (c) alcoholic beverage package retailer permittees (the "**Convention Promotion Tax**"), and such of the Commission are attached hereto as **EXHIBIT A**.

3. The Governing Body, acting for and on behalf of the City, is also authorized under the City Act and the Bank Act, and other applicable laws of the State of Mississippi, to enter into

a loan with the Mississippi Development Bank (the “**Bank**”) finance the costs of the Project, secured by the Convention Promotion Tax and any additional revenues derived from the Project.

4. The City has complied with the requirements of the Act in order to levy the Conventional Promotion Tax which tax is presently being levied and such levy is in full force and effect.

5. The Governing Body is authorized to provide financing for the costs of the Project (a) through the issuance of revenue bonds of the City (the “**Bonds**”) pursuant to the City Act, and/or (b) by entering into a loan with the Bank (the “**Loan**”) pursuant to the Act, in one or more taxable or tax-exempt series, all in a total aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000).

6. In connection with the execution and delivery of the documentation necessary to secure the sale and issuance of Bonds and/or the Loan, the Governing Body now desires to engage Butler Snow LLP, Ridgeland, Mississippi, as bond counsel (the “**Bond Counsel**”), Moran M. Pope III, Hattiesburg, Mississippi, as counsel to the City (the “**City Counsel**”), Government Consultants, Inc., Madison, Mississippi, as independent registered municipal advisor (the “**Municipal Advisor**”) and Raymond James, Inc., Memphis, Tennessee, as Placement Agent/Underwriter (the “**Placement Agent**” and/or “**Underwriter**”) to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of the Bonds and/or the Loan subject to the approval of the Governing Body of the City. Together, Bond Counsel, City Counsel, Municipal Advisor and the Placement Agent/Underwriter shall be referred to as the “**Professionals**.”

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body, acting for and on behalf of the City, does hereby find and determine that it is necessary and advisable for the City to hire the Professionals in connection with the sale and issuance of the Bonds and/or the Loan.

SECTION 2. In connection with the employment of Municipal Advisor, the City is hereby requested to execute the Independent Registered Municipal Advisor (IRMA) Representation letter (the “**M/A IRMA Letter**”) attached hereto as **EXHIBIT B**. The Mayor of the City, the President of the Governing Body and/or the City Clerk of the City, acting for and on behalf of the City, is hereby authorized, acting for and on behalf of the City, to execute said M/A IRMA Letter.

SECTION 3. In connection with the employment of Placement Agent/Underwriter, the City is hereby requested to execute the letters (together, the “**RJ Letter**”) attached hereto as **EXHIBIT C**. The Mayor of the City, the President of the Governing Body and/or the City Clerk of the City, acting for and on behalf of the City, is hereby authorized, acting for and on behalf of the City, to execute said RJ Letter.

SECTION 4. In connection with employment of Bond Counsel, the City is hereby requested to execute the engagement letter (the “**BS Letter**”) attached hereto as **EXHIBIT D**. The Mayor of the City, the President of the Governing Body and/or the City Clerk of the City, acting for and on behalf of the City, is hereby authorized, acting for and on behalf of the City, to execute said BS Letter.

SECTION 5. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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 roll call vote, to wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted this the 4th day of April 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 4th day of April 2023.

CITY CLERK

MAYOR

EXHIBIT A
COMMISSION MINUTES

EXHIBIT B
M/A IRMA LETTER

EXHIBIT C
RAYMOND JAMES LETTER

EXHIBIT D
BUTLER SNOW LETTER

MINUTES OF THE HATTIESBURG CONVENTION COMMISSION & MANAGEMENT

Minutes of a regularly scheduled meeting of the Board Members of the Hattiesburg Convention Commission of the City of Hattiesburg, Mississippi, held at the Lake Terrace Convention Center on...

February 23, 2023

Be it remembered that on the 23rd of February the Board Members of the Hattiesburg Convention Commission (HCC) met. The meeting was called to order at **12:06 p.m.** by Jennifer Payne, Chair of the Hattiesburg Convention Commission. The following Members of the Board were found to be present:

PRESENT

Jennifer Payne
Aubrey Lucas
Charles Brown
Clyde Bryant
Traci Rouse
Andy Stetelman
Charlie Jones via Zoom

ABSENT

ALSO PRESENT

Rick Taylor, Management
Carey Varnado, Legal Counsel
Salem Bunkheila, Administration
Jessica Cathey, Administration
Danielle Herrington, Administration

Minutes from Previous Board Meeting

Upon motion made by Traci Rouse and, duly seconded by Clyde Bryant, and after a full discussion, there was a unanimous favorable vote of the Board to approve the Minutes from the previous meeting.

Financial Report

Rick Taylor presented the Financial Report including the Claims Docket for the Operations and Maintenance, and Revenue for ratification. A motion was made by Aubrey Lucas, duly seconded by Traci Rouse, and after a full discussion, there was a unanimous favorable vote of the Board to accept the budget and financial reports, and ratify the Claims Docket as presented.

A motion was made by Clyde Bryant, duly seconded by Aubrey Lucas, and after a full discussion, there was a favorable vote of the Board to ratify the Capital Expansion items that were included in the Equipment Lease for the various projects. The following Board Members abstained: Andy Stetelman, Charles Brown and Traci Rouse

Rick Taylor requested that the Board ratify the bid awardee, Reed's Metals, for the Moller Building Kit. A motion was made by Traci Rouse, duly seconded by Charles Brown, and after a full discussion, there was a unanimous favorable vote of the Board to ratify the awarding of the building kit contract to Reed's Metal.

Rick Taylor requested that the Board ratify the emergency repair of the train track at the Hattiesburg Zoo after a portion of the track was damaged following storms in December 2022. He explained that the Hattiesburg Convention Commission will split the cost of the repair with the City of Hattiesburg in the approximate amount of \$125,000 each. The HCC has received a quote from BnR Investments for the removal of the trees along the train tracks. A motion was made by Aubrey Lucas, duly seconded by Charles Brown, and after a full discussion, there was a unanimous favorable vote of the Board to ratify the emergency repair.

Taylor added that in preparation for the opening of Serengeti Springs, the Commission has begun to purchase items needed for the new attraction. He requested that the Board certify Water Safety Products as a sole source life jacket vendor and ratify the purchase amount of \$9,175.60, due to the fact that they are the only vendor that could support the quantity needed at the lowest cost. A motion was made by Traci Rouse, duly seconded by Clyde Bryant, and after a full discussion, there was a unanimous favorable vote of the Board to certify Water Safety Products as a sole source vendor. A motion was made by Clyde Bryant, duly seconded by Charles Brown, and after a full discussion, there was a unanimous favorable vote of the Board to ratify the purchase of life jackets from Water Safety Products in the amount of \$9,175.60.

Lastly, Rick Taylor requested that the Board certify SPF Windows Tinting as a sole source 3M film vendor for the Generations Strong Commemorative Wall at Eureka project and authorize the purchase in the amount of \$8,900, due to the fact that they are the only vendor that could supply the required 6mm film. A motion was made by Traci Rouse, duly seconded by Clyde Bryant, and after a full discussion, there was a unanimous favorable vote of the Board to certify SPF Window Tinting as a sole source vendor for this product. A motion was made by Clyde Bryant, duly seconded by Charles Brown, and after a full discussion, there was a unanimous favorable vote of the Board to ratify the purchase of the 3M film from SPF Windows Tinting in the amount of \$8,900.00.

Legal Report

Carey Varnado stated that there were no legal matters to be brought before the Commission at this meeting. He added that he anticipates signatures for the Hardy Street Baptist Church parking lot *Shared Use Agreement* this week.

Old Business

Salem Bunkheila informed the Board that he plans to reduce the proposed revenue bond service amount from \$10 million to \$7 million, as it was presented to the Board during last year's budgeting process. The rise in interest rates necessitates the reduction in capital to balance the debt service projections. In addition, Salem presented the Board with a review of government qualified financing and investing scenarios that may be advantageous to the Commission as it seeks bond financing for the remainder of the projected borrowed funds for the capital projects.

Rick Taylor asked the Commission to authorize the Board Chair, Legal Counsel, and Commission staff to request the City of Hattiesburg to issue revenue bonds up to a net level \$7 million dollars in accordance with the process outlined in the Commission enabling legislation, and to execute the necessary steps to issue said bonds on behalf of the Commission for the purposes previously outlined and approved in prior meetings, as well as approved by the City Council of Hattiesburg in the budget approval process for the Commission in September of 2022. A motion was made by Clyde Bryant, duly seconded by Charles Brown, and after a full discussion, there was a unanimous favorable vote of the Board to authorize the Board Chair, Legal Counsel and Commission staff to conduct all necessary business for the purposes of issues up to a net level \$7 million in revenue bonds through the City of Hattiesburg.

Andy Stetelman entered the meeting.

Rick Taylor updated the Board on the Serengeti Springs waterpark's progress. He expressed to the Board that he is pleased with the Scott Humphries, Serengeti Springs Construction Manager, and his diligent work to keep the project on track, moving ahead, all the while coordinating up to 10 different contractors on site. He added that Salem Bunkheila and Robbie Bellew traveled to Cheyenne, Wyoming to inspect and purchase the final food truck

needed for the waterpark. He informed the Board that the City of Hattiesburg's beautification project is in progress along the front of the Hattiesburg Zoo and the Serengeti Springs entrance. Lastly, he informed the Board that a representative from White Water West, Inc. would be onsite next week to inventory the parts of the Fusion Fortress.

In the process of all of these projects, the Commission discussed the securing of a warehouse that will hold all furniture for the Serengeti Springs and the military vehicles for the Moller Museum until these items can be placed in their final locations.

Rick Taylor gave the Board an update on the Sixth Street Museum District projects. The Commission is waiting to receive the drawings for the Moller Military Vehicle Museum from Reed's Metals. Rick Taylor and museum staff received a museum layout proposal from Dr. Kenyatta Stewart, a JSU Professor of Graphic Design and a museum exhibit designer, for the Oseola McCarty Home Museum.

Salem Bunkheila reported that he is making inquiries into vacant property adjacent to the Oseola McCarty House for future use for parking or other needs.

Rick Taylor added that Salem was also investigating vacant properties along Lakeview Road for use by the Commission in the storage of landscaping materials as well as overflow parking.

In conclusion, Rick reminded the Board that the Lighting of the Generations Strong Commemorative Wall at Eureka is scheduled for today, February 23, 2023 at 4:30pm.

New Business

There was no New Business to discuss during this meeting.

Operational Report

All operational matters were discussed in the previous portions of the meeting.

A motion was made by Traci Rouse to adjourn the Commission meeting. This motion was seconded by Andy Stetelman and upon receiving a unanimous favorable vote, the Commission Meeting was adjourned.

Respectfully submitted:



Jennifer Payne, Chair

Attest:



Richard Taylor, Executive Director

April 4, 2023

VIA EMAIL

Mayor and City Council
Attn: Mayor
City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: (a) City of Hattiesburg, Mississippi Revenue Bonds (the "Bonds") and/or (b) A Loan with the Mississippi Development Bank (the "Loan") secured by a Promissory Note of the City, all in a total aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) (together, the "Revenue Financing")

Dear Mayor and Members of the City Council:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as Bond Counsel to the City of Hattiesburg, Mississippi (the "City" or "Borrower") in connection with the above-referenced Revenue Financing. We understand that the Governing Body of the City, is authorized pursuant to Chapter 952, Local and Private Laws of 1991, as amended by Chapter 854, Local and Private Laws of 1992, as amended by Senate Bill Senate Bill No. 3367, 1994 Regular Session of the Mississippi Legislature, as amended, as the same may be in effect from time to time (collectively, the "City Act"), to issue revenue bonds for the purposes set forth therein, including but not limited to, (i) the development, construction, furnishing, equipping, erecting and operation of convention and tourism-related facilities within the City, and all improvements, expansions and additions thereto, including but not limited to, the Serengeti Springs Waterpark Development, the Sixth Street Museum District Development, the Lawn at Lake Terrace Development, the Zoo Expansion/Development and improvements to the Convention Center for the promotion of tourism and conventions in the City; (ii) for any other authorized purposes under the City Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act," and together with the City Act, the "Act"), including funding capitalized interest, if applicable, and (iii) paying the costs of borrowing, including any costs for bond insurance premium, if applicable (collectively, the "Project"). In addition, we understand that the City is authorized to enter into a loan with the Mississippi Development Bank (the "Bank") to finance the costs of the Project. We further understand that you, as the Borrower, will be responsible for paying our fees as bond counsel from the proceeds of the Revenue Financing, whether issued in one or more series.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds and/or the Loan, the source of payment and security for the Bonds and/or the Loan, and the excludability of interest on the Bonds and/or the Loan from gross income for federal and State of Mississippi (the "State") income tax purposes; and

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BUTLER SNOW LLP

2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds and/or the Loan and coordinate the authorization and execution of such documents; and

3. Assist the City and the Bank, if applicable, in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds and/or the Loan, except that we will not be responsible for any required Blue Sky filings; and

4. Review legal issues relating to the structure of the bond issue; and

5. Assist in compiling and pursuing the validation proceedings under State law; and

6. Assist the City in preparing the preliminary official statement and the official statement (together, the "**Official Statement**") and subject to satisfactory completion of our review, provide to the City written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, as to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading; and provided, that if we prepare an Official Statement then there may be a fee of \$15,000 in addition to the fee quoted herein, if applicable;

7. Assist the City and the Bank, if applicable in presenting information to bond or bond rating organizations, if necessary, and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds and/or the Loan; and

8. Draft the continuing disclosure undertaking of the City.

Our Bond Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Bonds and/or the Loan. The Bond Opinion will be based on facts and laws existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds and/or the Loan. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and/or the Loan and its security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard. In rendering our Bond Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of Bond documents executed by the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document, if applicable, with respect to the Bonds and/or the Loan, or

performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document, if applicable, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; or

(b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC"); or

(c) Preparing Blue Sky or investment surveys with respect to the Bonds and/or the Loan; or

(d) Drafting State constitutional or legislative amendments; or

(e) Pursuing test cases or other litigation, such as contested validation proceedings; or

(f) Making an investigation or expressing any view as to the creditworthiness of the City or the Bonds and/or the Loan; or

(g) Except as described in paragraph 8 above and if applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds and/or the Loan or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking; or

(h) Representing the City in IRS examinations or inquiries, or SEC investigations; or

(i) After closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds and/or the Loan will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bond); or

(j) Giving and/or providing any financial advice or recommendations concerning the issuance of the Bonds and/or the Loan as mandated by SEC rules; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City will assist with the issuance of the Bonds and/or the Loan, particularly as to the authorization, execution and delivery of Bond documents. We assume that all other parties, including the Bank, if applicable and the Hattiesburg Convention Commission, will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. In performing our services as bond counsel, we will represent the interest of the Borrower and the Bank, if applicable. We will not be representing any other party and will not be acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those

limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds and/or the Loan, or the final series thereof. Nevertheless, subsequent to the Closing of each series of Bonds and/or the Loan, we will mail, if required, to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds and/or the Loan.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds and/or the Loan. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the issuance of the Bonds and/or the Loan so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds and/or the Loan. Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Revenue Financing; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee for the Bonds and/or City Bond will not exceed \$78,000; plus any of the fees with respect to the preparation and distribution of the Official Statement describe above in Paragraph 6, if applicable; and plus expenses for the State Bond Attorney fees and expenses if paid by Bond Counsel.

Regardless of the above, we reserve the right that our fee may vary: (a) if the principal amount of the Bonds and/or the Loan actually issued or incurred differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise, which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

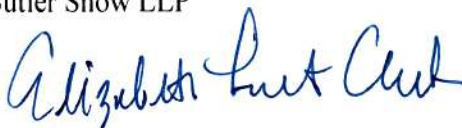
Mayor and City Council
City of Hattiesburg, Mississippi
April 4, 2023
Page 5

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files.

Thank you again for this opportunity to be of service. We look forward to working with you.

Sincerely,

Butler Snow LLP

A handwritten signature in blue ink, reading "Elizabeth Lambert Clark".

Elizabeth Lambert Clark

Enclosures

STATEMENT TO BE SIGNED BY CITY OF HATTIESBURG, MS:

The execution by me of the above Engagement Letter was authorized by Resolution of the City Council of the City dated April 4, 2023. I have read the above Engagement Letter and understand and agree to its contents, including the fee and billing arrangements.

CITY OF HATTIESBURG, MS

By: _____
Authorized Officer

Date: April 4, 2023



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

April 4, 2023

Mayor Barker and City Council
City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: City of Hattiesburg, Mississippi
Not to Exceed \$7,500,000 City of Hattiesburg, Mississippi Revenue Bonds, in one or more taxable or tax-exempt series; OR
Not to Exceed \$7,500,000 Mississippi Development Bank Special Obligation Bonds (Hattiesburg, Mississippi Revenue Project), in one or more taxable or tax-exempt series (collectively, the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and City Council,

We are writing to provide certain disclosures to you as representative of the City of Hattiesburg, Mississippi (the "Issuer" or "Obligor") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to you relative to the issuance of the above referenced Bonds.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to you. This is different than an underwriter, if any, who only has an obligation to deal fairly with you. The underwriter, if any, has financial and other interests that differ from yours, unlike the Municipal Advisor who has no financial or other interests that differ from your own.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine which course of action best suits your interests. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives related to the Bonds.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.
- (vi) In the event the Bonds are issued by the Mississippi Development Bank, we will be likewise engaged as Municipal Advisor to the Mississippi Development Bank as the "Issuer" and you as the "Obligor" under the documents related to the Bonds.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to you. In the event the Bonds are issued by the Mississippi Development Bank, GCI will be engaged as the Municipal Advisor to the Mississippi Development Bank as Issuer and to you as Obligor, which represents a potential conflict of interest during the issuance of the Bonds. In accordance with MSRB Rule G-42, GCI will follow its fiduciary duty, that includes the duty of loyalty and the duty of care, to both the Issuer and Obligor, if applicable, and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in your best interest. There are no other known material conflict(s) of interest at the time of engagement.

If any new or additional material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the you.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the issuance of the Bonds and is based, in part, on the size of the bonds. We will negotiate with you as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to you and provide unbiased and independent advice as required by the MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

GCI recommends potential clients to undertake its own evaluation of GCI's regulatory history, professional qualifications, and other material issues. Such information, whether material or not, must be reported on Form MA and/or MA-I filed with the SEC. There are no recent changes made on any Form MA or Form MA-I, which are available and can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Bonds

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require that these payments be made no matter what budget restraints may be encountered. Your failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer other debts at market rate levels.

Please be aware of the following basic aspects of the Bonds:

Fixed rate debt is an interest-bearing obligation that contains rates specified at closing and will not change while the bonds are outstanding. Maturity dates are fixed at the time of the closing and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

Revenue bonds are a debt obligation secured by a pledge of incomes and revenues (fees, rates or rentals). You pledge to use the lawfully available net revenues of the fund or funds in the manner as described in the documents related to issuance for the repayment of the Bonds.

The Bonds may be offered as federally taxable obligations.

Additionally, the Bonds may be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the bond issue, how you use any facilities constructed with the proceeds of the bond issue and other restrictions throughout the term of the Bonds.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as your appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by either party. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on in the space provided below. If you are not authorized to execute this Letter, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: N Schorr
Nick Schorr

RECEIPT ACKNOWLEDGEMENT

BY: _____
Signature

Toby Barker, Mayor, City of Hattiesburg, Mississippi
Authorized Representative's Name

April 4, 2023

Mayor Toby Barker
Ann Jones, Chief Administrative Officer
City of Hattiesburg, MS

Re: Letter of Engagement for Underwriting or Placement Agent Services

To Whom It May Concern:

The City wishes to engage Raymond James & Associates, Inc. ("RJA") as the underwriter and/or placement agent for its upcoming capital improvement projects (the "Bonds") that the City currently anticipates issuing. The Bonds are anticipated to be issued for the purposes of funding various capital improvements in the City, including, but not limited to, the development, construction, furnishing, equipping, erecting and operation of the Serengeti Springs Waterpark Development, the Sixth Street Museum District Development, the Lawn at Lake Terrace Development, the Zoo Expansion/Development, and improvements to the Convention Center, in the approximate amount of \$7.5 million. As an underwriter or placement agent, RJA may provide advice to the City on the structure, timing, terms, and other similar matters concerning the Bonds.

It is the City's present intention that RJA will underwrite or place the Bonds, subject to satisfaction of applicable procurement laws, formal approval by the City, finalizing the structure of the Bonds, and the execution of a mutually agreed upon Bond Purchase Agreement or Bond Placement Agreement.

In order for RJA to give you advice regarding one or more related transactions, and to document our compliance with an exception to the Municipal Advisor Rule, we ask that you agree, and acknowledge by signing below, to the following:

The Securities and Exchange Commission (the "SEC") has released rules and interpretative Q&A guidance regarding how an underwriting firm, like ours, ensures that an issuer or borrower, such as you, understands that the primary firm providing financial advice to the issuer is that issuer's independent registered municipal (financial) advisor, and not the underwriter. These new SEC regulations (the "MA Rule") became effective July 1, 2014.

Among several exemptions provided for in the MA Rule, Raymond James would not be considered the City's municipal advisor if the City is already represented by an independent registered municipal advisor (an "IRMA") with respect to the same aspects upon which Raymond James provides financing ideas and recommendations to the City (the "IRMA Exemption").

To rely upon the IRMA Exemption, the MA Rule requires Raymond James to obtain the following representation directly from the City:

Required Representation by the City: the City hereby represents that it is represented by, and will rely upon (i.e., seek and consider) the advice of Government Consultants, Inc. ("Municipal Advisor"), an independent registered municipal advisor, in connection with any advice or recommendations that Raymond James may provide the City relating to the issuance of municipal securities and/or municipal financial products.

Additionally, the MA Rule requires Raymond James to provide the City with the following disclosure:

Required Disclosure by Raymond James: By obtaining the above representation, Raymond James is not a municipal advisor to the City and is not subject to the fiduciary duty set forth in Section 15B(c)(1) of the Securities Exchange Act of 1934 with respect to any such issuance of municipal securities and/or municipal financial products.

Finally, the MA Rule requires Raymond James to provide a copy of this executed letter to the Municipal Advisor you have identified. Please notify us if the above-named Municipal Advisor subsequently no longer represents you as stated above.

Sincerely,



Lindsey Rea
Managing Director
RAYMOND JAMES & ASSOCIATES, INC.

Acknowledged and Agreed to by:

Signature: _____ Date: _____

_____ of the City of Hattiesburg, Mississippi

CC: Government Consultants, Inc., Municipal Advisor



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 4, 2023

Re: Adopt a Resolution to issue revenue bonds of the city and/or to enter into a loan aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) to raise money for the purpose of financing various convention and tourism related projects of the city, as provided herein, including funding capitalized interest, if applicable, and paying the cost of borrowing, including any cost for bond insurance premium, if applicable; directing the publication of a notice of such intention; and for related purposes.
File Number: 2023-225
Minute Book #

Summary

Recommendation Statement

Please place this on the April 4, 2023 City Council meeting for consideration.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **4th** day of **April 2023**, the following Intent Resolution:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE REVENUE BONDS OF THE CITY AND/OR TO ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TO RAISE MONEY FOR THE PURPOSE OF FINANCING VARIOUS CONVENTION AND TOURISM RELATED PROJECTS OF THE CITY, AS PROVIDED HEREIN, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE, AND PAYING THE COSTS OF BORROWING, INCLUDING ANY COSTS FOR BOND INSURANCE PREMIUM, IF APPLICABLE; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and the City Council (the "**Governing Body**") of the City of Hattiesburg, Mississippi (the "**City**"), acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. The City is authorized pursuant to Chapter 952, Local and Private Laws of 1991, as amended by Chapter 854, Local and Private Laws of 1992, as amended by Senate Bill Senate Bill No. 3367, 1994 Regular Session of the Mississippi Legislature, as amended, as the same may be in effect from time to time (collectively, the "**City Act**"), to issue revenue bonds for the purposes set forth therein, including but not limited to, (i) the development, construction, furnishing, equipping, erecting and operation of convention and tourism-related facilities within the City, and all improvements, expansions and additions thereto, including but not limited to, the Serengeti Springs Waterpark Development, the Sixth Street Museum District Development, the Lawn at Lake Terrace Development, the Zoo Expansion/Development and improvements to the Convention Center for the promotion of tourism and conventions in the City; (ii) for any other authorized purposes under the City Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**," and together with the City Act, the "**Act**"), including funding capitalized interest, if applicable, (iii) funding a debt service reserve fund, if applicable, including any costs for a surety bond, and (iv) paying the costs of borrowing, including any costs for bond insurance premium, if applicable (collectively, the "**Project**"), secured by the Convention Promotion Tax (as defined herein) and any additional revenues derived from the Project.

2. The Governing Body, acting for and on behalf of the City, is also authorized under the City Act and the Bank Act, and other applicable laws of the State of Mississippi (the "**State**"), to enter into a loan with the Mississippi Development Bank (the "**Bank**") finance the costs of the Project, secured by the Convention Promotion Tax and any additional revenues derived from the Project.

3. The Project is in accordance with and in furtherance of the provisions of the Act.

4. The Governing Body is authorized to provide financing for the costs of the Project (a) through the issuance of revenue bonds of the City (the "**Bonds**") pursuant to the City Act, and/or (b) by entering into a loan with the Bank (the "**Loan**") pursuant to the Act, in either case in one or more taxable or tax-exempt series, all in a total aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000).

5. Pursuant to the City Act, the City has levied a sales tax in an amount not to exceed two percent (2%) of the gross income of (a) restaurants, (b) on-premises alcoholic beverage retailer permittees, and (c) alcoholic beverage package retailer permittees (collectively, such taxes constitute the "**Convention Promotion Tax**") for the purpose of providing funds for the development, construction, furnishing, equipping, erecting and operation of convention and tourism-related facilities within the City which are designed to attract conventions and promote tourism into the City, including the Project, and such levy is in full force and effect.

6. The City Act provides that the avails of the Convention Promotion Tax shall be collected by the City and made available to the Hattiesburg Convention Commission (the "**Commission**") for the purposes set forth therein, including the Project.

7. The Governing Body has caused an estimate to be made of the cost of the City's portion of the Project from which estimates the Governing Body finds that the contemplated costs of the Project thereof will not exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000).

8. The Governing Body is authorized and empowered by the Act to issue the Bonds and/or enter into the Loan with the Bank for the purposes as hereinafter set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

9. It is necessary for the health and well-being of the citizens of the City and it would be in the best interest of the City for the Governing Body to provide financing for the costs of the Project by borrowing money through the issuance of the Bonds and/or the Loan, all in accordance with the City Act.

10. The City also reasonably expects that it and/or the Commission will incur expenditures prior to the issuance of the Bonds and/or the Loan which it intends to reimburse with the proceeds of the Bonds and/or the Loan upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds and/or the Loan in anticipation of the issuance of the Bonds and/or the Loan is made pursuant to Department of Treasury Regulations Section 1.150-2 (the "**Reimbursement Regulations**"). The Project for which such expenditures are made is the same as described herein. The maximum principal amount of debt expected to be issued for the Project is the amount herein set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body, acting for and on behalf of the City, hereby declares its intention to issue and sell the Bonds and/or enter into the Loan with the Bank, in either case in one or more taxable or tax-exempt series, all in a total aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) to finance the Project.

SECTION 2. The Bonds and/or the Loan are to be issued to raise money for the purpose of financing the Project in accordance with the Act.

SECTION 3. The Bonds and/or the Loan may be issued in one or more taxable or tax-exempt series and, if issued or incurred, will be secured by a pledge of the revenues derived from the Convention Promotion Tax and any additional revenues derived from the Project, pursuant to the City Act. The Bonds and/or Loan shall not constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or restriction, and the taxing power of the City will not be pledged to the payment of the Bonds and/or Loan except the Convention Promotion Tax as authorized in the City Act.

SECTION 4. The Governing Body proposes to direct the issuance of all or any portion of the Bonds and/or the Loan in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, at the hour of 5:00 o'clock p.m. on May 16, 2023, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) of the qualified electors of the City or fifteen hundred (1,500), whichever is less, shall file a written protest with the City Clerk of the City (the "**City Clerk**") in the City Clerk's office located in City Hall, against the issuance of the Bonds and/or the Loan on or before 4:00 o'clock p.m. on May 16, 2023, then the Bonds and/or the Loan shall not be issued unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no protest is filed, then the Bonds and/or the Loan may be issued and sold or incurred in one or more taxable or tax-exempt series without an election on the question of the issuance thereof at any time within a period of two (2) years after May 16, 2023.

SECTION 5. This resolution shall be published once a week for at least three (3) consecutive weeks in *The Hattiesburg Post* (*The Pine Belt News*), a newspaper published in and having general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein, and the last publication shall be made not more than seven (7) days prior to such date. In addition, this resolution shall be no less than one-fourth ($\frac{1}{4}$) page in size and the type used for publication shall be no smaller than eighteen (18) point and surrounded by a one-fourth ($\frac{1}{4}$) inch solid black border. This resolution may not be placed in that portion of the paper where legal notices and classified advertisements appear.

SECTION 6. The City Clerk shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

SECTION 7. The City reasonably expects that it and/or the Commission will incur expenditures prior to the issuance of the Bonds and/or the Loan which it intends to reimburse with the proceeds of the Bonds and/or the Loan upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds and/or the Loan in anticipation of the issuance of the Bonds and/or the Loan is made pursuant to the Reimbursement Regulations. The Project for which such expenditures are made is the same as described herein. The maximum principal amount of debt expected to be issued for the Project is the amount herein set forth.

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

[Remainder of page left blank intentionally]

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 roll call vote, to wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Intent Resolution adopted this the 4th day of April 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Intent Resolution having been submitted to and approved by the Mayor, this the 4th day of April 2023.

CITY CLERK

MAYOR

Publish as for four (4) consecutive weeks on April 20, 27 and May 4 and 11, 2023. The Publication shall be no less than one-fourth (1/4) page in size and the type used for publication shall be no smaller than eighteen (18) point and surrounded by a one-fourth (1/4) inch solid black border. This resolution may not be placed in that portion of the paper where legal notices and classified advertisements appear.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Interim Engineering Director
cc:
Date: Tuesday, April 4, 2023
Re: Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the Drainage Improvement of South 10th Avenue and authorize the Mayor to execute in duplicate.
File Number: 2023-218
Minute Book #

Summary

Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the Drainage Improvement of South 10th Ave; authorize the Mayor to execute in duplicate.

Recommendation Statement

Please place this on the April 4, 2023 City Council meeting for consideration.

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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

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

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

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

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **April 4, 2023** ("Effective Date") between **the City of Hattiesburg** ("Owner") and **Shows, Dearman and Waits, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Drainage Improvements on South 10th Avenue** ("Project").

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

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

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

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, and the dispute dealt with as set out in Mississippi Code Ann. Section 31-7-305.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be in accordance with local, state and federal law.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations

applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

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

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Section Deleted
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other

insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

- D. Upon written request the Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other provisions of this Agreement, or exercising their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then

Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

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

6.11 *Shared Negligence*

- A. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction

Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

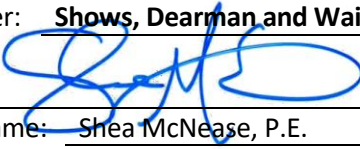
Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Engineer: Shows, Dearman and Waits, Inc.

By: 

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

Title: President

Phone Number: 601-544-1821

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

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **4/4/2023**.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

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

A1.02 Preliminary Design Phase

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

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 180 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

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

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 270 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled

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

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

A1.04 Bidding or Negotiating Phase

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

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

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

A1.05 *Construction Phase*

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

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for

Exhibit A – Engineer's Services

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

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and American Society of Civil Engineers. All rights reserved.

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

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

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

- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

Exhibit A – Engineer's Services

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

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

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 4/4/2023.

Owner's Responsibilities

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

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

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

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

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

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 4/4/2023.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Percentage of Construction Cost Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. *General:* An amount equal to **eleven (11)** percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
 3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **NONE**.

4. *Progress Payments:*

- a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

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

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

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

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

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

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

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$60,000.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **120 day** construction schedule.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer **NONE**.

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.2**.
2. **Factors:** The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. **Estimated Compensation Amounts:**
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and

compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

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

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.
 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2023) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.2.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **4/4/2023**.

Standard Hourly Rates Schedule - 2020

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

Senior Engineer	\$195/Hour
Professional Licensed Surveyor	\$195/Hour
Project Engineer	\$150/Hour
Junior Engineer	\$135/Hour
Engineering Intern	\$125/Hour
Graduate Engineer	\$115/Hour
Senior AutoCad Technician	\$115/Hour
AutoCad Technician	\$ 95/Hour
Senior Resident Project Representative	\$ 105/Hour
Resident Project Representative	\$ 95/Hour
Field Crew	\$195/Hour
Administrative	\$ 45/Hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **4/4/2023**.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

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

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

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

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

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

11. *Records:*

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

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

12. *Reports:*

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

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

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

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

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

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **4/4/2023**.

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

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

c. General Liability --

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

d. Excess or Umbrella Liability --

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

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

\$1,000,000

f. Professional Liability --

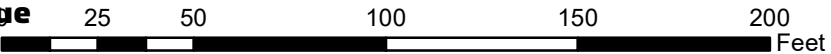
- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$1,000,000

g. Other (specify): N/A

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
 - a. Shows, Dearman and Waits, Inc.
Engineer
 - b. N/A
Engineer's Consultant
 - c. N/A
Engineer's Consultant
 - d. N/A
[other]
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

City of Hattiesburg - Drainage Improvements @ 207 S. 10th Avenue
Attachment A



— Project Area

Presented By: SHOWS, DEARMAN, & WAITS, INC.
301 2nd Ave || Hattiesburg, MS 39401 || (p) 601.544.1821 || sd-w.com

Project #12246
Date: 03/08/2023
Scale: 1" = 50'



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Interim Engineering Director
cc:
Date: Tuesday, April 4, 2023
Re: Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the Construction of Pipeline Road and authorize the Mayor to execute in duplicate.
File Number: 2023-217
Minute Book #

Summary

Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the Construction of Pipeline Road; authorize the Mayor to execute in duplicate.

Recommendation Statement

Please place this on the April 4, 2023 City Council meeting for consideration.

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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

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

THIS IS AN AGREEMENT effective as of **April 4, 2023** ("Effective Date") between **the City of Hattiesburg** ("Owner") and **Shows, Dearman and Waits, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Construction of Pipeline Road** ("Project").

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

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

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

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, and the dispute dealt with as set out in Mississippi Code Ann. Section 31-7-305.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be in accordance with local, state and federal law.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations

applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

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

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Section Deleted
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other

insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

- D. Upon written request the Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other provisions of this Agreement, or exercising their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then

Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

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

6.11 *Shared Negligence*

- A. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction

Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:*

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

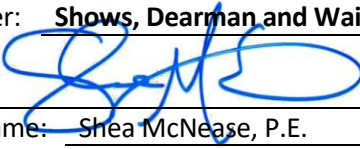
Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Engineer: Shows, Dearman and Waits, Inc.

By: 

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

Title: President

Phone Number: 601-544-1821

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

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **4/4/2023**.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

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

A1.02 Preliminary Design Phase

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

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 180 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

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

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 270 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled

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

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

A1.04 *Bidding or Negotiating Phase*

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

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

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

A1.05 Construction Phase

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

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for

Exhibit A – Engineer's Services

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

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and American Society of Civil Engineers. All rights reserved.

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

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

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

- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
 - 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 - 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 - 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 - 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

Exhibit A – Engineer's Services

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

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

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 4/4/2023.

Owner's Responsibilities

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

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

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

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

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

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 4/4/2023.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Percentage of Construction Cost Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. *General:* An amount equal to **eleven (11)** percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
 3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **NONE**.

4. *Progress Payments:*

- a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

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

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

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

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

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

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

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$60,000.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **120 day** construction schedule.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer **NONE**.

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.2**.
2. **Factors:** The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. **Estimated Compensation Amounts:**
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and

compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

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

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.
 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2023) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.2.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **4/4/2023**.

Standard Hourly Rates Schedule - 2023

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

Senior Engineer	\$195/Hour
Professional Licensed Surveyor	\$195/Hour
Project Engineer	\$150/Hour
Junior Engineer	\$135/Hour
Engineering Intern	\$125/Hour
Graduate Engineer	\$115/Hour
Senior AutoCad Technician	\$115/Hour
AutoCad Technician	\$ 95/Hour
Senior Resident Project Representative	\$ 105/Hour
Resident Project Representative	\$ 95/Hour
Field Crew	\$195/Hour
Administrative	\$ 45/Hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **4/4/2023**.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

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

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

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

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

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

11. *Records:*

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

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

12. *Reports:*

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

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

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

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

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

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **4/4/2023**.

Insurance

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

G6.05 Insurance

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

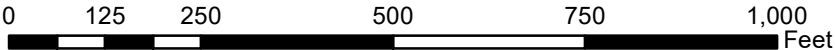
1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$100,000
 - 2) Bodily injury by disease, each employee: \$100,000
 - 3) Bodily injury/disease, aggregate: \$500,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate:
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$1,000,000
- g. Other (specify): N/A

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
 - a. Shows, Dearman and Waits, Inc.
Engineer
 - b. N/A
Engineer's Consultant
 - c. N/A
Engineer's Consultant
 - d. N/A
[other]
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

City of Hattiesburg - Construction of Pipeline Road
Attachment A



Presented By: SHOWS, DEARMAN, & WAITS, INC.
301 2nd Ave | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

CARLSBAD
Project # 12248
Date: 03/08/2023
Scale: 1" = 250'



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Interim Engineering Director
cc:
Date: Tuesday, April 4, 2023
Re: Approve Supplemental Agreement No. 4 with ARE Consultants, Inc. for the Runway 13 Safety Area and Apron Drainage Improvements, Part I Project and authorize the Mayor to execute in triplicate.
File Number: 2023-222
Minute Book #

Summary

Approve Supplemental Agreement No. 4 with ARE Consultants, Inc. for the Runway 13 Safety Area and Apron Drainage Improvements Part 1 project and authorize the mayor to execute in triplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 4, 2023 City Council meeting for consideration.

Supplemental Agreement No. 4
for
Administration, Construction Engineering and Observation
Taxiway A Realignment, Improvements and Signage

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

A.I.P Project No. 3-28-0031-0028-2023

Hattiesburg-Bobby L. Chain Municipal Airport

for the

City of Hattiesburg
Forrest County, Mississippi

Submitted by:

ARE Consultants, Inc.
800 Spring Street, Suite 214
Shreveport, LA 71101

October, 2022

**Administration, Construction Engineering and Observation
Supplemental Agreement No. 4
for
Taxiway A Realignment, Improvements and Signage**

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

A.I.P Project No. 3-28-0031-0028-2023

Hattiesburg-Bobby L. Chain Municipal Airport

Hattiesburg, Mississippi

This Supplemental Agreement, made and entered into this _____ day of October, 2022, by and between the City of Hattiesburg, hereinafter called the OWNER, acting by and through the Hattiesburg City Council, hereinafter called the HCC, who is duly authorized to act for and in behalf of said Owner, and ARE Engineering Consultants, hereinafter called the ENGINEER.

WITNESSETH : That;

WHEREAS, the Owner, in February, 2021, in concert with the Mississippi Department of Transportation and Development (DoTD), and the Engineer entered into a contract to prepare plans and specifications for Runway 13-31 Lighting- Bobby L. Chain Airport hereinafter called the Project, in accordance with guidelines established by the Federal Aviation Administration, hereinafter called FAA; and

WHEREAS, the Owner, with the approval of the DoTD, desires to amend and obtain construction engineering and inspection services for performing bidding, construction administration, construction reference staking, and resident inspection in connection with the Taxiway A Realignment, Improvements and associated portions of the project; and

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

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

EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering, construction surveying, and inspection services, as more particularly described in the sections to follow, in connection with the Project, and in consideration for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. The specific services are detailed in attached exhibits "B" and "C."

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

Contract Time:

The services to be performed under this Supplemental Agreement shall be commenced promptly upon written notice from the owner to proceed and shall be completed within 250 days. The term of this contract may be mutually extended in writing by the parties to this contract for changes to scope.

Compensation:

Compensation to the Engineer for services rendered for this Supplemental Agreement for CONSTRUCTION PHASE SERVICES will be made on the basis of a lump sum fee.

The total lump sum fee that will be paid to the Engineer under the terms of this Supplemental Agreement is **\$ 204,955.10** payable in monthly installments as specified under "Payment."

Payment:

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

Notice to Proceed:

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

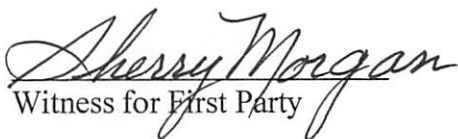
Original Contract:

All the requirements of the aforesaid contract of February, 2021, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

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

WITNESSES:

ARE Engineering Consultants
A division of
Ford Engineering Services PLLC


Witness for First Party


W. Sherwood Bailey, Jr.
Title: Manager


Witness for First Party

32-022-6285
Federal Identification Number

City of Hattiesburg

Witness for Second Party

Toby Barker
Title: Mayor

Witness for Second Party

Supplemental Agreement No. 4
for
Administration, Construction Engineering and Observation
Taxiway A Realignment, Improvements and Signage

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

A.I.P Project No. 3-28-0031-0028-2023

Hattiesburg-Bobby L. Chain Municipal Airport

Hattiesburg-Bobby L. Chain Municipal Airport
Hattiesburg, Mississippi

EXHIBIT A
Contractor Contractual Requirements
Title VI Assurances

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

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

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

3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the

contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

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

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

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

Minority Business Enterprise (MBE) Assurances

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

2. MBE Obligation. The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds

provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Supplemental Agreement No. 4
for
Administration, Construction Engineering and Observation
Taxiway A Realignment, Improvements and Signage

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

A.I.P Project No. 3-28-0031-0028-2023

Hattiesburg-Bobby L. Chain Municipal Airport

EXHIBIT B
Detailed Scope of Services

This is an Exhibit modification attached to and made a part of the Engineering Services Agreement made in December, 2018, between the City of Hattiesburg and ARE Consultants, Inc. providing for professional engineering services. The Basic Services are amended and supplemented as indicated below:

Paragraph 3.1.2. The construction administration phase is made a part agreement as relates to Taxiway A Realignment, Improvements and Signage

1. .

2. Paragraph 3.4.5. As part of the Basic Services Fee, the Engineer shall:

- a. Coordinate bid process and develop construction contract in compliance with FAA requirements.
- b. The initial phase of construction reference staking shall consist of monumenting the runway centerline as directed by the Engineer. Establish reference line and grade for runway lighting locations..
- c. Provide project administration, observation and resident engineering.

Required Resident Inspector on site hours are equivalent to twenty two (22) forty five (45) hour weeks.

**Supplemental Agreement No. 4
for
Administration, Construction Engineering and Observation
Taxiway A Realignment, Improvements and Signage**

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

A.I.P Project No. 3-28-0031-0028-2021

Hattiesburg-Bobby L. Chain Municipal Airport

**EXHIBIT C
Duties, Responsibilities and Limitations of Authority
of the Resident Project Representative**

A. GENERAL

Resident Project Representative, as the Engineer's Agent, will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site work in general be only with the Engineer and Contractors, keeping the Owner advised as necessary, and dealings with subcontractors shall only be through or with the full knowledge of the Contractors. Written communications with the Owner will be only through or as directed by the Engineer.

B. DUTIES AND RESPONSIBILITIES

Resident Project Representative will:

1. Schedules.

Review the progress schedule of shop drawing submission and schedule of values prepared by the Contractors and consult with the Engineer concerning their acceptability.

2. Conferences.

Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Engineer and notify in advance those expected to attend. Attend meetings, and maintain and circulate copies of minutes thereof.

3. Liaison.

- a. Serve as the Engineer's liaison with each Contractor's Superintendent and assist him in understanding the intent of the contract documents. Assist the Engineer in serving as the Owner's liaison with the Contractors when the construction operations affect the Owner's on-site operations.
- b. As requested by the Engineer, assist in obtaining from the Owner additional details or information, when requested at the job site for proper execution of the work.

4. Shop Drawings and Samples.

- a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by the Contractors, and notify Engineer of their availability for examination.
- b. Advise the Engineer and Contractors of their Superintendents immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submittal has not been approved by the Engineer.

5. Review of Work, Rejection of Defective Work, Inspection and Tests.

- a. Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- b. Report to the Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; advise the Engineer when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspections or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the Engineer appropriate details relative to the test procedures and startups.

6. Interpretation of Contract Documents.

Transmit to Contractors the Engineers clarifications and interpretations of the Contract Documents.

7. Modifications.

Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.

8. Records.

- a. Maintain at the job site orderly files for correspondence, reports or job conferences, Shop Drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a daily or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
- c. Maintain on a current basis a set of project drawings marked to show the work as actually constructed and assist the Engineer in the preparation of a set of Record Drawings from the information on these marked drawings.
- d. Record names, addresses and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

9. Report.

- a. Furnish the Engineer periodic reports as required of progress of the work and Contractors compliance with the approved progress schedule and schedule of Shop Drawings and sample submissions.
- b. Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- c. Report immediately to the Engineer upon the occurrence of any accident.

10. Payment Requisitions.

Review applications for payments with Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance and Operations Manuals.

During the course of the work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to the Owner prior to final acceptance of the work.

Supplemental Agreement No. 4
for
Administration, Construction Engineering and Observation
Taxiway A Realignment, Improvements and Signage

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

A.I.P Project No. 3-28-0031-0028-2023

Hattiesburg-Bobby L. Chain Municipal Airport

City of Hattiesburg

Back-up Calculations

for

Fee Computations

**Inspection and Construction Administration Agreement
A.I.P. 3-28-0031-0022-28-2023
Taxiway A Realignment, Improvements and Signage**

Hattiesburg-Bobby L. Chain Municipal Airport

Phase III - Engineering Fee Calculation							
Hourly Wages							
Clerical	—	120	hours	@	\$23.00	=	\$2,760.00
Technician	—	118	hours	@	\$39.00	=	\$4,602.00
Resident Engineer	—	130	hours	@	\$66.00	=	\$8,580.00
Project Manager	—	156	hours	@	\$70.00	=	10,920.00
Principal	—	45	hours	@	\$80.00	=	\$3,600.00
Inspector	—	990	hours	@	\$43.50	=	\$43,065.00

Phase III - Engineering Fee Calculation	
Direct Costs	
Direct Payroll Cost	\$73,527.00
Overhead (Includes Payroll Additives - 138%)	101,467.26
Expenses (See below)	\$ 3,576.00
Total Estimated Cost	\$178,570.26
Profit @ 13.44%	\$23,999.84
Engineering Fee	\$202,570.10
Surveying Fee	\$2,385.00
Total Fee - Phase III	\$204,955.10

Phase III - Engineering Fee Calculation								
Profit Percentage Computation								
A.	Supervisory Hours	201	/	1559	X	17%	=	2.19%
B.	Engineer Hours	130	/	1559	X	14%	=	1.67%
C.	Other Hours	1228	/	1559	X	12%	=	9.45%
D.	Total (A+B+C)						=	13.31%
E.	Complexity Factor						=	1.00
F.	Overhead (Manual Curve)						=	1.01
G.	Fee Size (Manual Curve)						=	1.00
Profit = D x E x F x G							=	13.44%

Phase III - Engineering Fee Calculation		
Direct Expenses		
Travel and Mileage (4,600 miles @ \$0.56/mile)	=	\$ 2,576.00
Telephone	=	200.00
Reproduction, Delivery	=	1,800.00
Total Direct Expenses	=	\$3,576.00



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Interim Engineering Director
cc:
Date: Tuesday, April 4, 2023
Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents and authorize the Mayor to execute the same.
File Number: 2023-213
Minute Book #

Summary

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

Recommendation Statement

Please place this on the April 4, 2023 City Council meeting for consideration.

DATE: 3/13/23

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE:
AUTHORIZED SIGNATURE DATE:
DEVELOPER NAME ACCOUNT # 598418200
DEVELOPER SIGNATURE DATE:
DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT:
Attach a plat for development.

TO: **MISSISSIPPI POWER COMPANY, ATTN: (MPC LIGHTING SERVICES) P.O. Box 4079,**

Gulfport, MS 39502, FAX # 228-865-5843 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/FAX/ EMAIL RECEIVED _____
INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22). Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
------------	---	-----------------------

LED FIXTURES

50 WATT LED	13	10 on Easidde Dr, 107 Coleman Ave, 610 Dumas Ave, 807 Dumas Ave
90 WATT LED		
110 WATT LED		
190 WATT LED		

OTHER FIXTURES

NOTE: FOR NON-ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc: Wiley Quinn, Urban Development Director
Date: Tuesday, April 4, 2023
Re: Approve Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo, authorize the Mayor to execute and record the same.
File Number: 2023-208
Minute Book #

Summary

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

Recommendation Statement

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

Please place this on the April 4, 2023 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Urban Development Director

DATE: April 4th, 2023

RE: Ratification of Release of Lien Documents

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

PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PPIN	BOOK/PAGE NUMBER WITH THE FORREST COUNTY CHANCERY CLERK OF THE JUDGMENT TO BE RELEASED	NOTE
HL&C Forrest, LLC.	507 Louise Street	19609	1307/199-200	Resolution 2019-48 \$125.00
HL&C Forrest, LLC.	1016 Dewey Street	15188	1316/273-274	Resolution 2019-82 \$110.00
HL&C Forrest, LLC.	116 Oak Street	20267	1313/323-324	Resolution 2019-123 \$2,744.90
HL&C Forrest, LLC.	217 E 3rd Street	21971	1313/335-336	Resolution 2019-133 \$7,013.25

HL&C Hattiesburg, LLC.	528 W 4th Street	19709	1332/685-686	Resolution 2020-13 \$274.75
HL&C Forrest, LLC.	103 Montague Street	20779	1334/554-555	Resolution 2020-80 \$3,333.46
HL&C Forrest, LLC.	724 New Orleans Street	25752	1334/562-563	Resolution 2020-84 \$13,032.00

STATE OF MISSISSIPPI

COUNTY OF FORREST

Release

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

DATE FILED:	03/13/2019
BOOK:	1307
PAGE:	199-200
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$125.00
NAME:	HL&C Forrest, LLC. Resolution 2019-48

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

PARCEL: 2-029K-09-202, PPIN: 19609, 507 Louise Street, Hattiesburg, MS, 39401, and better described as: The South 150 feet of Lot 24 and the South 150 feet of the West 12.5 feet of Lot 25, Block 1 of the John Kamper Subdivision of Blocks D and E of the Addition No. 3, in the City of Hattiesburg, County of Forrest, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the 4th day of April, 2023.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 4th day of April, 2023, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

Release

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

DATE FILED:	07/10/2019
BOOK:	1316
PAGE:	273-274
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$110.00
NAME:	HL&C Forrest, LLC. Resolution 2019-82

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

PARCEL: 2-029B-03-235, PPIN: 15188, 1016 Dewey Street, Hattiesburg, MS, 39401, and better described as: Lot 8, in Block Twenty Six (26), Ferguson H I Sub of Mayflower Park Rec #13309 *1016 Dewey Streety, PPIN 15188, Section 3, Township 4 North, Range 13 West, Parcel/PPIN:2029B03235.00, Forrest County, Mississippi.**

IN WITNESS WHEREOF, this instrument is executed on this the 4th day of April, 2023.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 4th day of April, 2023, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

Release

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

DATE FILED:	07/10/2019
BOOK:	1316
PAGE:	323-324
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$2,744.90
NAME:	HL&C Forrest, LLC. Resolution 2019-123

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

PARCEL: 2-030L-11-115, PPIN: 20267, 116 Oak Street, Hattiesburg, MS, 39401, and better described as: Lot 14, Block, according to the R. A. Magruder Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi as per map or plat thereof on file and in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging. PPIN # 20267

IN WITNESS WHEREOF, this instrument is executed on this the 4th day of April, 2023.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 4th day of April, 2023, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

Release

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

DATE FILED:	07/10/2019
BOOK:	1316
PAGE:	335-336
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$7,013.25
NAME:	HL&C Forrest, LLC. Resolution 2019-133

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

PARCEL: 2-029J-10-055, PPIN: 21971, 217 E 3rd Street, Hattiesburg, MS, 39401, and better described as: A part of Lot One (1) of the K. McInnis Subdivision of Block 168 of the Crittenden Survey of Hattiesburg, Forrest County, Mississippi, more particularly described as beginning at the Northwest corner of said Lot 1 and run then South 05 degrees 40 minutes West 120 feet to an iron pin, run thence North 72 degrees 2 minutes East for 71 feet to an iron pin, run thence Northwesterly 111 feet, more or less to a point on the South line of Third Street which is 41.58 feet easterly of the Northwest corner of said Lot 1 and run thence Southwesterly along the South line of Third Street 41.58 feet to the point of beginning. PPIN # 21971

IN WITNESS WHEREOF, this instrument is executed on this the 4th day of April, 2023.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 4th day of April, 2023, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

Release

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

DATE FILED:	02/26/2020
BOOK:	1332
PAGE:	685-686
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$274.75
NAME:	HL&C Hattiesburg, LLC. Resolution 2020-13

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

PARCEL: 2-029K-09-029.00, PPIN: 19709, 528 W 4th Street, Hattiesburg, MS, 39401, and better described as: Receipt #17761 Parcel # 2-029K-09-029.00 PPIN # 19709, PT 8 BEG NE COR S 107 FT W 100 FT N 107 FT E 1000 FT TO POB BLK B B 603 P 690 9/7/88 B 685 P 426 1/93 NAME CHANGED TO ELMA DENNIS FOR '94 LR-THE '93 DEED WAS FILED IN ERROR DB 812 PG 123 3/3/99 John Kamper Sub, Block B, Previous # H0456-02-002, S-T-R 09-04N-13W. PPIN # 19709

IN WITNESS WHEREOF, this instrument is executed on this the 4th day of April, 2023.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 4th day of April, 2023, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

Release

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

DATE FILED:	03/23/2020
BOOK:	1334
PAGE:	554-555
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$3,333.46
NAME:	HL&C Forrest, LLC. Resolution 2020-80

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

PARCEL: 2-029F-04-157, PPIN: 20779, 103 Montague Street, Hattiesburg, MS, 39401, and better described as: Lot 9, Block 2, of the A.A. Montague Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi. PPIN # 20779.

IN WITNESS WHEREOF, this instrument is executed on this the 4th day of April, 2023.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 4th day of April, 2023, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

Release

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

DATE FILED:	03/23/2020
BOOK:	1334
PAGE:	562-563
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$13,032.00
NAME:	HL&C Forrest, LLC. Resolution 2020-84

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

PARCEL: 0-029G-03-193.00, PPIN: 25752, 724 New Orleans Street, Hattiesburg, MS, 39401, and better described as: Lot Eight (8) in Block 13, Yellow Pine Park Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi. PPIN # 25752

IN WITNESS WHEREOF, this instrument is executed on this the 4th day of April, 2023.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 4th day of April, 2023, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: DeQuandra Johnson

cc: Wiley Quinn, Urban Development Director, Ann Jones, Kermas Eaton, City Clerk

Date: Tuesday, April 4, 2023

Re: Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.
File Number: 2023-215
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of this item.

Please place this on the April 4, 2023 City Council meeting for consideration.

Please place this on the April 4, 2023 City Council meeting for consideration.



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 4th day of April, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Sophia Lee of 716 Barkley Road, hereinafter called Owner, and Starter Homes of Mississippi, with its principal place of business located at 57 Carter Drive, Seminary, Mississippi 39479, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **716 Barkley Road** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **716 Barkley Road**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCDD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCDD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCDD. If the Notice to Proceed is not received by the Contractor within this 5-day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCDD's signing of this Agreement, the Owner/COHCDD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within **thirty (30) days** after issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds sixty (30) days.** The Owner/COHCDD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCDD shall pay to the Contractor the sum of fourteen thousand nine hundred ninety-five dollars (\$14,995.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCDD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCDD or their duly authorized agent. The Contract Sum and the Contract Time may be changed by a Change Order. The



cost or credit to the Owner/COHCDD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCDD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCDD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCDD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCDD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCDD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCDD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____



8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **716 Barkley Road** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the ____ day of _____, 2023.

Sophia Lee	_____	Homeowner	_____
	Date		Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: April 4, 2023

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

CITY OF HATTIESBURG EMERGENCY REPAIR PROGRAM (10K+)
Emergency Repair Roof Initiative
GRANT AWARD AGREEMENT

General Terms and Conditions

1. ____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. ____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. ____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. ____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. ____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. ____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
7. ____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Emergency Roof Repair Initiative Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
8. ____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
9. ____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
10. ____ I hereby agree to maintain flood insurance, when applicable.
11. ____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
12. ____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
13. ____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Sophia Lee of 716 Barkley Road**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of _____, 2023.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), , **Sophia Lee of 716 Barkley Road** is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **716 Barkley Road**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Emergency Repair Roof Initiative Program.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: April 4, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 716 Barkley Road – Sophia Lee

1. _____ I propose to furnish all materials and perform all labor necessary to complete the work described in the attached Work Write-Up/Bid Solicitation.
2. _____ I agree that all work will be completed with quality workmanship and materials and I certify that no lead-based paint will be used on this job.
3. _____ I will begin work within ten (10) working days after receiving the **Notice to Proceed**, and I will complete the job within sixty (30) days of the start date.
4. _____ I will purchase, maintain and furnish evidence of Comprehensive Business Liability Insurance coverage during the life of the contract, in an amount not less than \$50,000 in the event of bodily injury including death and \$2,000.00 in the event of property damage arising out of work performed by me.
5. _____ I will obtain all permits and licenses necessary for the completion and execution of the work and labor to be performed.
6. _____ I will perform all work in conformance with the terms shown in Article 8 of the General Conditions, Exhibit J.
7. _____ I certify that I will perform all work in conformance with local codes and in conformance with the City of Hattiesburg's CDBG/HOME Contractors Performance Standards, Exhibit K.
8. _____ I agree that I will not discriminate against any persons employed by my company or any applicant for employment with my company because of age, race, color, religion, sex, handicap, familial status, national origin or because of any political or union affiliation. In accordance with 24 CFR Part 8 as required by Section 504 Regulations, there shall be no discrimination on the basis of handicap in admission, access to, treatment or employment in federally assisted programs and activities. The City of Hattiesburg Department of Urban Development shall coordinate compliance of this part and is hereby the designee to handle any grievances concerning violation of these regulations.
9. _____ I will clean construction debris from the dwelling and the site to a dumpster or a code legal dump at least daily, and I will leave the property in a broom clean condition at the end of each work day. Additionally, for dwellings occupied during construction, I will vacuum all occupied spaces at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. I will acquire approval from Community Development prior to prohibiting access to any work site, and I will notify the owner.
10. _____ I will furnish the original of all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment to the City of Hattiesburg for forwarding to the Homeowner.
11. _____ I understand that a *Request for Payment with Invoice*, and when applicable the *Lien Waiver and Release of Lien* *Waivers* must be completed and submitted according to the Request for Payment Processing Schedule.
12. _____ I understand that payment may be made by percentage of completion, not to exceed 70% until completion of the work, provided this Agreement be then fully executed, subject to the provisions of Article 8 of the General Conditions, Exhibit J.
13. _____ I understand that the homeowner can not authorize any other contractor/individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs Program to make repairs to the premise during the duration of this Grant Agreement.
14. _____ I understand that if any contractor/ individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs program performs any repairs to the premises; it is my responsibility to report it immediately to the Housing Program Inspector or the Housing Coordinator immediately, all the terms of the Grant Agreement may be voided and the grant award to the homeowner forfeited.

This work will be completed for the sum of **\$14,995.00**. ***ALL WORKMANSHIP IS SUBJECT TO A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR.**

CONTRACT ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to approve the payment in the amount specified in said proposal, and according to the terms thereof, on this the 4th day of April, 2023.

Starter Homes of Mississippi

Date

Sophia Lee, Signature

Date

Other Homeowner, Signature

Date

City of Hattiesburg – Witness

Date



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 4th day of April, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Redonda Bivins of 2805 Hillside Drive, hereinafter called Owner, and Starter Homes of Mississippi, with its principal place of business located at 57 Carter Drive, Seminary, Mississippi 39479, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **2805 Hillside Drive** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **2805 Hillside Drive**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCDD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCDD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCDD. If the Notice to Proceed is not received by the Contractor within this 5-day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCDD's signing of this Agreement, the Owner/COHCDD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within **thirty (30) days** after issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds sixty (30) days.** The Owner/COHCDD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCDD shall pay to the Contractor the sum of fourteen thousand eight hundred dollars (\$14,800.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCDD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCDD or their duly authorized agent. The Contract Sum and the Contract Time may be changed by a Change Order. The



cost or credit to the Owner/COHCDD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCDD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCDD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCDD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCDD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCDD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCDD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____



8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **2805 Hillside Drive** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the ____ day of _____, 2023.

Redonda Bivins	_____	Homeowner	_____
	Date		Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: April 4, 2023

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

CITY OF HATTIESBURG EMERGENCY REPAIR PROGRAM (10K+)
Emergency Repair Roof Initiative
GRANT AWARD AGREEMENT

General Terms and Conditions

1. ____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. ____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. ____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. ____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. ____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. ____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
7. ____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Emergency Roof Repair Initiative Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
8. ____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
9. ____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
10. ____ I hereby agree to maintain flood insurance, when applicable.
11. ____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
12. ____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
13. ____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, Redonda Bivins of 2805 Hillside Drive, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of ____, 2023.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), , **Redonda Bivins of 2805 Hillside Drive** is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **2805 Hillside Drive**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Emergency Repair Roof Initiative Program.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: April 4, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 2805 Hillside Drive – Redonda Bivins

1. _____ I propose to furnish all materials and perform all labor necessary to complete the work described in the attached Work Write-Up/Bid Solicitation.
2. _____ I agree that all work will be completed with quality workmanship and materials and I certify that no lead-based paint will be used on this job.
3. _____ I will begin work within ten (10) working days after receiving the **Notice to Proceed**, and I will complete the job within sixty (30) days of the start date.
4. _____ I will purchase, maintain and furnish evidence of Comprehensive Business Liability Insurance coverage during the life of the contract, in an amount not less than \$50,000 in the event of bodily injury including death and \$2,000.00 in the event of property damage arising out of work performed by me.
5. _____ I will obtain all permits and licenses necessary for the completion and execution of the work and labor to be performed.
6. _____ I will perform all work in conformance with the terms shown in Article 8 of the General Conditions, Exhibit J.
7. _____ I certify that I will perform all work in conformance with local codes and in conformance with the City of Hattiesburg’s CDBG/HOME Contractors Performance Standards, Exhibit K.
8. _____ I agree that I will not discriminate against any persons employed by my company or any applicant for employment with my company because of age, race, color, religion, sex, handicap, familial status, national origin or because of any political or union affiliation. In accordance with 24 CFR Part 8 as required by Section 504 Regulations, there shall be no discrimination on the basis of handicap in admission, access to, treatment or employment in federally assisted programs and activities. The City of Hattiesburg Department of Urban Development shall coordinate compliance of this part and is hereby the designee to handle any grievances concerning violation of these regulations.
9. _____ I will clean construction debris from the dwelling and the site to a dumpster or a code legal dump at least daily, and I will leave the property in a broom clean condition at the end of each work day. Additionally, for dwellings occupied during construction, I will vacuum all occupied spaces at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. I will acquire approval from Community Development prior to prohibiting access to any work site, and I will notify the owner.
10. _____ I will furnish the original of all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment to the City of Hattiesburg for forwarding to the Homeowner.
11. _____ I understand that a *Request for Payment* with *Invoice*, and when applicable the *Lien Waiver* and *Release of Lien* *Waivers* must be completed and submitted according to the Request for Payment Processing Schedule.
12. _____ I understand that payment may be made by percentage of completion, not to exceed 70% until completion of the work, provided this Agreement be then fully executed, subject to the provisions of Article 8 of the General Conditions, Exhibit J.
13. _____ I understand that the homeowner can not authorize any other contractor/individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs Program to make repairs to the premise during the duration of this Grant Agreement.
14. _____ I understand that if any contractor/ individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs program performs any repairs to the premises; it is my responsibility to report it immediately to the Housing Program Inspector or the Housing Coordinator immediately, all the terms of the Grant Agreement may be voided and the grant award to the homeowner forfeited.

This work will be completed for the sum of **\$14,800.00**. ***ALL WORKMANSHIP IS SUBJECT TO A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR.**

CONTRACT ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to approve the payment in the amount specified in said proposal, and according to the terms thereof, on this the 7th day of February, 2023.

Starter Homes of Mississippi

Date

Redonda Bivins, Signature

Date

Other Homeowner, Signature

Date

City of Hattiesburg – Witness

Date



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 4th day of April, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Temeka Ross of 705 Quinn Street, hereinafter called Owner, and Starter Homes of Mississippi, with its principal place of business located at 57 Carter Drive, Seminary, Mississippi 39479, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **705 Quinn Street** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **705 Quinn Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCDD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCDD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCDD. If the Notice to Proceed is not received by the Contractor within this 5-day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCDD's signing of this Agreement, the Owner/COHCDD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within **thirty (30) days** after issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds sixty (30) days.** The Owner/COHCDD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCDD shall pay to the Contractor the sum of thirteen thousand seven hundred fifty dollars (\$13,750.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCDD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCDD or their duly authorized agent. The Contract Sum and the Contract Time may be changed by a Change Order. The



cost or credit to the Owner/COHCDD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCDD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCDD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCDD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCDD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCDD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCDD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those precisely made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____



8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **705 Quinn Street** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the ____ day of _____, 2023.

Temeka Ross

Date

Homeowner

Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: April 4, 2023

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

CITY OF HATTIESBURG EMERGENCY REPAIR PROGRAM (10K+)
Emergency Repair Roof Initiative
GRANT AWARD AGREEMENT

General Terms and Conditions

1. ____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. ____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. ____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. ____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. ____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. ____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
7. ____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Emergency Roof Repair Initiative Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
8. ____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
9. ____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
10. ____ I hereby agree to maintain flood insurance, when applicable.
11. ____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
12. ____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
13. ____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Temeka Ross of 705 Quinn Street**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of _____, 2023.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), , **Temeka Ross of 705 Quinn Street** is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **705 Quinn Street**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed \$15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Emergency Repair Roof Initiative Program.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: April 4, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 705 Quinn Street – Temeka Ross

1. _____ I propose to furnish all materials and perform all labor necessary to complete the work described in the attached Work Write-Up/Bid Solicitation.
2. _____ I agree that all work will be completed with quality workmanship and materials and I certify that no lead-based paint will be used on this job.
3. _____ I will begin work within ten (10) working days after receiving the **Notice to Proceed**, and I will complete the job within sixty (30) days of the start date.
4. _____ I will purchase, maintain and furnish evidence of Comprehensive Business Liability Insurance coverage during the life of the contract, in an amount not less than \$50,000 in the event of bodily injury including death and \$2,000.00 in the event of property damage arising out of work performed by me.
5. _____ I will obtain all permits and licenses necessary for the completion and execution of the work and labor to be performed.
6. _____ I will perform all work in conformance with the terms shown in Article 8 of the General Conditions, Exhibit J.
7. _____ I certify that I will perform all work in conformance with local codes and in conformance with the City of Hattiesburg’s CDBG/HOME Contractors Performance Standards, Exhibit K.
8. _____ I agree that I will not discriminate against any persons employed by my company or any applicant for employment with my company because of age, race, color, religion, sex, handicap, familial status, national origin or because of any political or union affiliation. In accordance with 24 CFR Part 8 as required by Section 504 Regulations, there shall be no discrimination on the basis of handicap in admission, access to, treatment or employment in federally assisted programs and activities. The City of Hattiesburg Department of Urban Development shall coordinate compliance of this part and is hereby the designee to handle any grievances concerning violation of these regulations.
9. _____ I will clean construction debris from the dwelling and the site to a dumpster or a code legal dump at least daily, and I will leave the property in a broom clean condition at the end of each work day. Additionally, for dwellings occupied during construction, I will vacuum all occupied spaces at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. I will acquire approval from Community Development prior to prohibiting access to any work site, and I will notify the owner.
10. _____ I will furnish the original of all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment to the City of Hattiesburg for forwarding to the Homeowner.
11. _____ I understand that a *Request for Payment* with *Invoice*, and when applicable the *Lien Waiver* and *Release of Lien* *Waivers* must be completed and submitted according to the Request for Payment Processing Schedule.
12. _____ I understand that payment may be made by percentage of completion, not to exceed 70% until completion of the work, provided this Agreement be then fully executed, subject to the provisions of Article 8 of the General Conditions, Exhibit J.
13. _____ I understand that the homeowner can not authorize any other contractor/individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs Program to make repairs to the premise during the duration of this Grant Agreement.
14. _____ I understand that if any contractor/ individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs program performs any repairs to the premises; it is my responsibility to report it immediately to the Housing Program Inspector or the Housing Coordinator immediately, all the terms of the Grant Agreement may be voided and the grant award to the homeowner forfeited.

This work will be completed for the sum of **\$13,750.00**. ***ALL WORKMANSHIP IS SUBJECT TO A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR.**

CONTRACT ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to approve the payment in the amount specified in said proposal, and according to the terms thereof, on this the 7th day of February, 2023.

Temeka Ross, Signature

Date

Other Homeowner, Signature

Date

City of Hattiesburg – Witness

Date

Starter Homes of Mississippi

Date



Memorandum

To: Mayor Toby Barker and Members of City Council
From: DeQuandra Johnson
cc: Wiley Quinn, Urban Development Director, Kermas Eaton, City Clerk, Ann Jones
Date: Tuesday, April 4, 2023
Re: Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement}
File Number: 2023-219
Minute Book #

Summary

Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement}

Recommendation Statement

I recommend approval of this item. Please place this on the April 4, 2023 City Council meeting for consideration.

Please place this on the April 4, 2023 City Council meeting for consideration.



URBAN DEVELOPMENT COMMUNITY DEVELOPMENT DIVISION

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Wiley Quinn
Department of Urban Development

SUBJECT: Authorize issuance of manual check for CDBG/HOME Program claims

DATE: March 27, 2023

The following request for payment is being submitted for approval during the City Council's April 4, 2023 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: Starter Homes of Mississippi
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 201 West 4th Street
Amount Requested: **\$14,985.00**
Purpose of Request: Reimbursement

Recipient: Starter Homes of Mississippi
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 116 East 8th Street
Amount Requested: **\$14,950.00**
Purpose of Request: Reimbursement

Recipient: Starter Homes of Mississippi
Activity: Emergency Roof Repair
Program: CDBG
Project Site: 218 Fredna Avenue
Amount Requested: **\$14,500.00**
Purpose of Request: Reimbursement

STARTER HOMES OF MISSISSIPPI

57 CARTER DRIVE

SEMINARY, MS. 39479

PHONE: (601) 408-7120

BILL TO:

PETRA WINGO

COMMUNITY DEVELOPMENT

P.O. BOX 1898

HATTIESBURG, MS. 39401

March 6, 2023

DESCRIPTION	PRICE	TOTAL
<i>Labor & Materials to complete roof replacement at 201 West 4th Street, Hattiesburg, Ms. 39401.</i>		
<i>Replaced more soffit than originally was expected.</i>		
		<i>\$14,985.00</i>

**THANK YOU
FOR YOUR
BUSINESS!**

TOTAL DUE: \$14,985.00

STARTER HOMES OF MISSISSIPPI

57 CARTER DRIVE

SEMINARY, MS. 39479

PHONE: (601) 408-7120

BILL TO:

PETRA WINGO

COMMUNITY DEVELOPMENT

P.O. BOX 1898

HATTIESBURG, MS. 39401

March 6, 2023

DESCRIPTION	PRICE	TOTAL
<i>Labor & Materials to complete roof replacement at 1116 East 8th Street, Hattiesburg, Ms. 39401.</i>		
<i>Replaced all the decking on the back half of home & replaced 14 rafters.</i>		
		<i>\$14,950.00</i>

**THANK YOU
FOR YOUR
BUSINESS!**

TOTAL DUE: \$14,950.00

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

BILL TO:

PETRA WINGO
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401
March 6, 2023

DESCRIPTION	PRICE	TOTAL
<i>Labor & Materials to complete roof replacement at 218 Fredna Ave, Hattiesburg, Ms. 39401.</i>		
<i>Replaced more plywood than expected after the roofing was removed.</i>		
		<i>\$14,500.00</i>

**THANK YOU
FOR YOUR
BUSINESS!**

TOTAL DUE: \$14,500.00



Memorandum

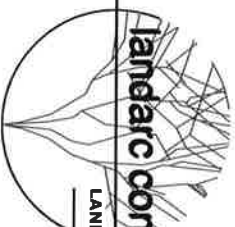
To: Mayor Toby Barker and Members of City Council
From: Hunter White, Interim Engineering Director
cc:
Date: Tuesday, April 4, 2023
Re: Acknowledge bids received on February 9, 2023 for Midtown Green and accept the bid from Colony Construction in the amount of \$1,202,720.00 and authorize the Mayor to execute contracts upon preparation.
File Number: 2023-223
Minute Book #

Summary

Acknowledge bids received on 02/09/2023 for (Midtown Green) and accept the bid from (Colony Construction) in the amount of \$1,202,720.00 and authorize the mayor to execute contracts when prepared.

Recommendation Statement

Please place this on the April 4, 2023 City Council meeting for consideration.



landarc consulting group, inc.

LANDSCAPE ARCHITECTURE • SITE PLANNING

308 Fourth Avenue • Hattiesburg, MS 39401
Phone: 601-606-0089 • www.landarcgroup.net
tom@landarcgroup.net

Request for Authorization to Award

Date: March 20, 2023

Mr. Sid Gonsoulin
Construction Manager for Parks Projects
City of Hattiesburg, Mississippi

Re: Midtown Green, City of Hattiesburg
Request for Authorization to Award

Dear Mr. Gonsoulin,
Enclosed for your review and approval is a copy of the tabulation of bids for all bidders on the Midtown Green City Park. We have thoroughly evaluated the bid by the apparent low bidder, Colony Construction, and have determined them to be responsible and that the contract price is fair, and reasonable.

I hereby request that the City of Hattiesburg award the construction contract to Colony Construction in the amount of \$1,202,720 dollars (One million, Two Hundred and Two Thousand, Seven Hundred and Twenty Dollars), which includes Add Alt. # 1. (\$27,720).

If you have any questions, please call me at (601) 606-0089.

Sincerely,

Thomas H. Eaves, RLA
Landarc Consulting Group, Inc.
607 Corinne Street, Suite B-1
Hattiesburg, Mississippi



landarc consulting group, inc.

LANDSCAPE ARCHITECTURE • SITE PLANNING
667 Canine Street Suite B 1 • Hattiesburg, MS 39401
Phone: 601-562-1198 • Fax: 601-510-4004
www.landarcgroup.net
info@landarcgroup.net

Bid Tabulation

Bid Date: February 9, 2023

Midtown Green
City of Hattiesburg
City Council Chambers
City Hall, Hattiesburg, Mississippi

Bidder	Bonds	Cert. of Resp.	Base Bid	Add Alt. # 1	Adden. Noted
Colony Construction 24 Town Center Square Hattiesburg, MS 39402 Blake Williamson 601.408.1926	✓	2269MC	\$1,175,000	\$27,720	✓
	Unit Pricing				
	Top Soil	Centipede Sod			
	\$32/CY	\$7.50/CY			
J.W. Chain Construction 20 Hegwood Road Hattiesburg, MS 39402 Neil Dean 601.934.6345	✓	24496	\$1,986,882	\$45,246	✓
	Unit Pricing				
	Top Soil	Centipede Sod			
	\$35/CY	\$12.50/CY			
	Unit Pricing				
	Top Soil	Centipede Sod			
	Unit Pricing				
	Top Soil	Centipede Sod			
	Unit Pricing				
	Top Soil	Centipede Sod			

I certify these bid tabulation results to be correct as submitted:

Thomas H. Eaves, Landscape Architect

Thomas H. Eaves



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sid Gonsoulin

cc:

Date: Tuesday, April 4, 2023

Re: Acknowledge two-quote bids received for the CAC Black Box Theatre Project and accept the bid from B. W. Sullivan Building Contractor, Inc. in the amount of \$19,900.00 and authorize the Mayor to execute any required documentation.
File Number: 2023-226
Minute Book #

Summary

Acknowledge two-quote bids received for the CAC Black Box Theatre Project and accept the bid from B. W. Sullivan Building Contractor, Inc., in the amount of \$19,900.00 and authorize the Mayor to execute any required documentation.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 4, 2023 City Council meeting for consideration.

PHASE ONE ONLY

B.W. SULLIVAN BUILDING CONTRACTOR, INC.

4451 US Highway 49
Hattiesburg, MS 39401-9305
Office 601-582-2933 Fax 601-582-2049

March 20, 2023

City of Hattiesburg
Attn: Sid Gonsoulin
200 Forrest Street
Hattiesburg, Mississippi 39401

**RE: Bid For Phase 1 ONLY
CAC Black Box Theatre
City of Hattiesburg**

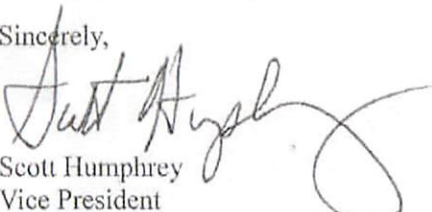
Sid,

We propose to furnish all necessary materials, labor, equipment, supervision and permits as required per the Scope of Work as per drawings prepared by Landry Lewis Germany Architects, P.A. Dated March 6, 2023 for the sum of:

Nineteen Thousand Nine Hundred Dollars and No Cents - \$19,900.00

Should you have any questions concerning this bid proposal please feel free to contact me.

Sincerely,


Scott Humphrey
Vice President

Confirmed with the Contractor that the permit noted above assumes a zero cost permit issued by / to City of Hattiesburg.
~SG





PHASE ONE ONLY

March 16, 2023

Landry Lewis Germany Architects, P.A.
Shane Germany
Hattiesburg, MS

Re: CAC Black Box Theatre City of Hattiesburg

Mr. Germany:

Per your request and on-site visit, we are providing the following proposal for the renovation for black box theatre, City of Hattiesburg, CN#22-3936 Phase I.

Proposal includes all labor, material, equipment, taxes and insurance for Phase I only.

TOTAL

\$ 29,300.00

Scope Excludes: City Permits, roofing, design fees, mechanical, flooring, audio/visual, structural or civil design/layout, any unknown damaged lumber or structural damage. Lead time on door is 6-8 weeks from approval.

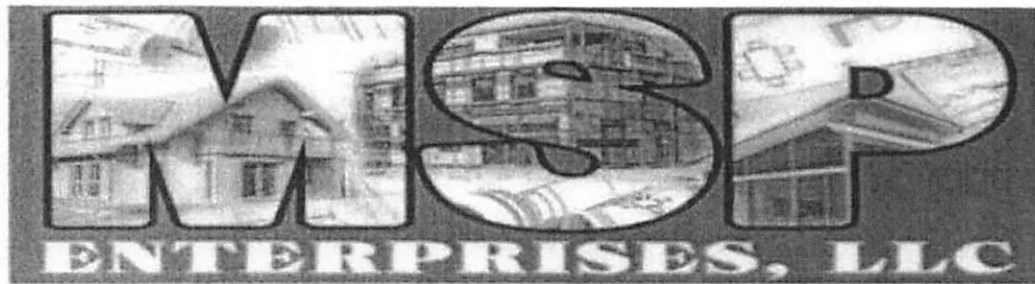
If this work is desired, please issue the appropriate documents as soon as possible so that the work can be incorporated into our schedule without delay or additional cost.

Quotation is subject to review in fifteen days.

Sincerely,

MITCHCO CONSTRUCTION, INC.

Chad Mitchell



Commercial and Residential Building and Remodeling

683 R.V. Lindley Road Moseley, MS 39459 COR #23400-MC CELL 601-270-3702

Facebook: MSP Enterprises, LLC Website: MSPEnterprises.biz

Email: msp.ent@aol.com

City of Hattiesburg
Attn: Sid Gonsoulin
200 Forrest St.
Hattiesburg MS 39401

March 20, 2023

RE: CAC Black Box Theatre CN#22-3936 Phase I and Phase II

WORK PROPOSAL

**** DENOTES DISCLAIMERS**

DESCRIPTION OF WORK	PRICE
PHASE I: General Construction to include demo/installation of CMU block walls and hollow metal doors & frames, as well as minor electrical reconfiguration and demo, paint, and general labor. <i>** price includes all bonding, and MPC</i> <i>**prices does not include permitting or related costs</i>	\$28,115
PHASE II: Prep, prime, and paint only, as described in the last sheet <i>** price includes all bonding, and MPC</i> <i>**prices does not include permitting or related costs</i>	\$38,085

Respectfully Submitted,

Michael Patterson
MSP Enterprises



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, April 4, 2023
Re: Adopt a Resolution appointing Marybeth Bergin as City Engineer and Director of Transportation and Engineering.
File Number: 2023-232
Minute Book #

Summary

Adopt a Resolution appointing Marybeth Bergin as City Engineer and Director of Transportation and Engineering.

Recommendation Statement

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

Please place this on the April 4, 2023 City Council meeting for consideration.

RESOLUTION

RESOLUTION FOR APPOINTING DIRECTOR OF TRANSPORTATION AND ENGINEERING FOR CITY OF
HATTIESBURG

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting: and

WHEREAS, Marybeth Bergin is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of the Director of Transportation and Engineering:

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

Section 1. That Marybeth Bergin be and is hereby confirmed to serve as Director of Transportation and Engineering to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 4th day of April, A.D., 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of April, A.D., 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Mary Elizabeth Bergin

852 Gayle Street
Mobile, AL 36526
marybeth.bergin@cityofmobile.org
251.208.2970

8838 N Lamhatty Ln
Daphne, AL 36526
mbbergin3@gmail.com
251.209.9656

Education

AUBURN UNIVERSITY - AUBURN, ALABAMA
Bachelor of Civil Engineering
December 2003

Professional Experience

CITY OF MOBILE, TRAFFIC ENGINEERING DEPARTMENT – MOBILE, ALABAMA

Assist Traffic Engineering Director (August 2011 - Present)

- Oversight of the maintenance of the City's traffic signals, streetlights, traffic calming, signs, and striping
- Plan review for planning commission, board of adjustment, site development, and capital projects
- Project design and construction management for department led capital projects
- Assist with general department functions including budgeting, procurement, and personnel matters

NEEL-SCHAFER, INC. – BILOXI, MISSISSIPPI

Project Engineer (August 2005 – July 2011)

- Perform traffic studies for private development and public agencies
- Project design and construction management for traffic signal upgrades, street lighting improvements and sign replacement projects
- Data management for storm debris removal for City of Biloxi following Hurricane Katrina

COMPREHENSIVE ENGINEERING SERVICES – ORLANDO, FLORIDA

Engineer Intern (February 2004 – July 2005)

- Assist with traffic studies and traffic analysis reports
- Develop geometric designs for roadway improvements associated with traffic study recommendations
- Participate in the production of roadway and traffic control plans, including signing and pavement marking plans and lighting plans
- Perform various plans checking activities as part of quality control activities for specific projects

GULF POWER COMPANY – PENSACOLA, FLORIDA

Environmental Affairs Co-op Student (January 2001 – August 2002)

- Assist with annual stack testing and quarterly audits of the Continuous Emission Monitoring Systems
- Maintenance and operations of the ambient air monitoring sites located around the three plants
- Assist with reporting pertaining to annual requirements by the government, such as TRI and EIA-767

Professional Certifications and Awards

- Registered Professional Engineer in Alabama
- Certified Professional Traffic Operations Engineer
- Certified Alabama Planning and Zoning Official
- Alabama Section ITE Transportation Engineer of the Year 2021

Professional Memberships and Activities

- Institute of Transportation Engineers (ITE) – Alabama Section, Past President
- Gulf Region Intelligent Transportation Society (GRITS) – President (2023)
- International Municipal Signal Association (IMSA) – Member
- City of Daphne Planning Commission – Chairperson

References

Available upon request



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, April 4, 2023
Re: Approve Agreement with Shows, Dearman and Waits, Inc. for Sewer Management Programs Phase II Projects and authorize the Mayor to execute in duplicate.
File Number: 2023-233
Minute Book #

Summary

Approve Agreement with Shows, Dearman and Waits, Inc. for Sewer Management Programs Phase II Projects and authorize the Mayor to execute in duplicate.

Recommendation Statement

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

Please place this on the April 4, 2023 City Council meeting for consideration.

April 4, 2023

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-898

Attn: Ann Jones, Chief Administrative Officer

Re: City of Hattiesburg
Sewer Management Programs Phase II

Dear Ms. Jones:

Shows, Dearman and Waits, Inc. (SDW) is pleased to provide a proposal based on our qualifications for the above referenced project per the request of the City of Hattiesburg (City). SDW has been extensively involved in the investigation and rehabilitation of the City's sewer collection system. Using this knowledge and vast engineering experience, SDW will be able to provide the city with the professional services to develop the sewer management programs listed below. In relation to certain engineering, technological and production aspects of the project, SDW, Inc. plans to team with Neel Schaeffer, Inc. to complete the items listed in the proposal.

SDW proposes to provide the following scope of work related to the production of the following items:

- SDW, Inc. will develop a comprehensive IMS Program including implementation plan for submittal to EPA by August 25, 2024 for compliance with the intent of the CD. The elements of the IMS Program shall meet all requirements as listed in Paragraph 23.c of the CD. Implementation of improvements to the Owner's GIS mapping system, Paragraph 23.c.(10) is not included in this Scope of Work.
- SDW, Inc. will develop a comprehensive Gravity Sewer System Operations and Maintenance Program including implementation plan for submittal to EPA by August 25, 2023 for compliance with the intent of the CD. The elements of the Gravity Sewer System Operations and Maintenance Program shall meet all requirements as listed in Paragraph 21.e of the CD.

- SDW, Inc. will prepare the FOG characterization study which shall meet the requirements as listed in Paragraph 23.g.(1) of the CD.
- SDW, Inc. will develop a comprehensive Training Program including implementation plan for submittal to EPA by April 25, 2023 for compliance with the intent of the CD. The elements of the Training Program shall meet all requirements as listed in Paragraph 21.h of the CD.
- SDW, Inc. will review current MOM Program documents submitted to EPA as directed by SDW for compliance with the requirements of the CD and technical content.

The MOM Program implementation plans will include the use of in-house and external resources, budget projections, and other requirements for program implementation, including coordination with other elements and requirement of the CD with consideration of the availability of funds and staffing.

The above referenced scope of work will be completed in accordance with the following fee schedule:

- IMS Program - \$92,000
- Gravity Sewer System Operations and Management Program - \$52,000
- FOG Characterization Study - \$27,000
- Training Program - \$61,000
- Review current MOM Program documents - \$29,000

The total lump sum fee for the above scope of work is **\$261,000.00**.

SDW, Inc. appreciates this opportunity to provide you with engineering services. Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,



Shea E. McNease, P.E.
Project Engineer



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, April 4, 2023
Re: Authorized the City Attorney to settle and compromise the eminent domain case styled *City of Hattiesburg v. Pine Creek Townhomes, LLC, et al*, Forrest County Court No. 22-284, for not more than a total of \$10,000.00.
File Number: 2023-234
Minute Book #

Summary

Authorized the City Attorney to settle and compromise the eminent domain case styled *City of Hattiesburg v. Pine Creek Townhomes, LLC, et al*, Forrest County Court No. 22-284, for not more than a total of \$10,000.00.

Recommendation Statement

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

Please place this on the April 4, 2023 City Council meeting for consideration.

Jones, Ann

From: Jones, Ann
Sent: Tuesday, April 4, 2023 12:12 PM
To: Jones, Ann
Subject: FW: Council agenda item - City of Hattiesburg v. Pine Creek Townhomes, LLC, et al (North 28th Avenue bridge project)

From: Randy Pope <randypope@Popelaw.com>
Sent: Tuesday, April 4, 2023 9:30 AM
To: Jones, Ann <annjones@hattiesburgms.com>
Subject: Council agenda item - City of Hattiesburg v. Pine Creek Townhomes, LLC, et al (North 28th Avenue bridge project)

Ann,

Authorize the City Attorney to settle and compromise the eminent domain case styled *City of Hattiesburg v. Pine Creek Townhomes, LLC, et al*, Forrest County Court No. 22-284, for not more than a total of \$10,000.00. The Court-appointed appraiser appraised the property being acquired at \$4550.00, and, pursuant to the Order of the Court, the City deposited that amount into the registry of the Court on September 23, 2022. The cost to the City of litigating the case through a trial may very well exceed \$5450.00, and it would be in the best interest of the City to settle and compromise the case for not more than a total of \$10,000.00. Authorize the payment into the registry of the Court of up to \$5450.00 in full and complete settlement of this case.

Randy

Moran M. (Randy) Pope, III
Pope & Pope, P.A.
PO Box 17527
Hattiesburg, MS 39404-7527
601-268-9997
randypope@popelaw.com

This communication is privileged and confidential and is for the use of the intended recipient only. If you are not the intended recipient, please notify the sender immediately and permanently delete this communication.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, April 4, 2023
Re: Authorize submission of grant application to Federal Transit Administration (FTA) for the Low or No Emission Vehicle Grant Program-5339 (c) and authorize execution of any and all necessary documents for the same.
File Number: 2023-235
Minute Book #

Summary

Authorize submission of grant application to Federal Transit Administration (FTA) for the Low or No Emission Vehicle Grant Program-5339 (c) and authorize execution of any and all necessary documents for the same.

Recommendation Statement

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

Please place this on the April 4, 2023 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Nathan Satcher, Planner II, Cory Long, Planning Administrator

cc: Ann Jones, Wiley Quinn, Urban Development Director

Date: Tuesday, April 4, 2023

Re: Acknowledge receipt of a request filed by Robin L. Roberts and Michael Anderson, to appeal the Hattiesburg Planning Commission's action on the petition filed by Robin Roberts, applicant, and Michael Albanese of Burnice Whittier Smith Corp., owner, to change the zoning classification for properties located at 350 S 11th Ave and 709 Mamie Street. The applicant requested to change the zoning classification of 350 S 11th Ave from R-1B (Single-Family Residential) to R-3 (Multi-family residential), and to change 709 Mamie Street from R-1B to R-2 (two-family residential). Planning Commission recommended denying on March 1st, 2023. Set a public hearing before City Council on Monday, April 17th, 2023, and authorize publication of Public Notice setting and Appeal Public Hearing.
File Number: 2023-209
Minute Book #

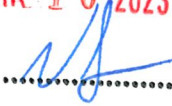
Summary

Acknowledge receipt of an appeal received by Robin Roberts and Michael Anderson for the decision to deny a zoning change made by Planning Commission on March 1st, 2023 and set a public hearing before City Council on April 17th, 2023.

Recommendation Statement

Please place this on the April 4, 2023 City Council meeting for consideration.

RECEIVED
MAR 10 2023

BY: 



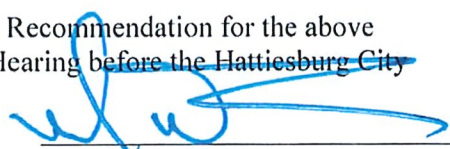
URBAN DEVELOPMENT PLANNING DIVISION

Send to:
Wiley Quinn, Director of Urban Development
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4591 or fax 601.545.1962

REQUEST TO APPEAL PLANNING COMMISSION RECOMMENDATION

Today's Date: March 8, 2023
Planning Commission Meeting Date: March 1, 2023 <i>(Appeals must be made within ten consecutive days of the recommendation)</i>
Name of Property Owner/Petitioner: Michael Albanese of Burnice Whittier Smith Corp.
Name of Person Requesting Appeal Hearing: Robin L. Roberts & Michael Anderson
Mailing Address of Person Requesting Appeal Hearing: PO Box 1953, Hattiesburg, MS 39403
Address of Petitioned Property: 39401 350 S. 11th Avenue, Hattiesburg, MS 39402 & 709 Mamie Street, Hattiesburg, MS 39401
Petitioner's Request of the Planning Commission: Rezone the above-referenced properties from R1-B to R3 (350 S. 11th Ave.) and R1-B to R2 (709 Mamie).
Planning Commission's Recommendation: Approve ☐ or Deny ☒

I/We hereby APPEAL the Planning Commission Recommendation for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.


Appellant (signature)


Appellant (signature)

**ATTACHMENT TO REQUEST TO APPEAL
PLANNING COMMISSION RECOMMENDATION**

**MR. ROBIN L. ROBERTS,
M&R PROPERTIES, LLC**

PETITIONERS

PETITIONERS' REQUEST OF THE PLANNING COMMISSION

Petitioners request a hearing and consideration of the Planning Commission's decision to deny Petitioners' request to re-zone 350 S. 11th Avenue, Hattiesburg, MS 39401 & 709 Mamie Street, Hattiesburg, MS 39401, as multi-family dwellings. The structures at 350 S. 11th Avenue would be re-zoned from R-1B (Single-Family Residential) to R-3 (Multi-Family residential), and 709 Mamie Street from R-1B to R-2 (Two-Family residential). The City of Hattiesburg previously permitted these properties as multi-family dwellings. The zoning changed to a single-family designation only following a prolonged vacancy. Petitioners would show that the two (2) subject properties' historical use were as multi-family dwellings since approximately 1952 and its tax status with Forrest County still lists it as a multi-family dwelling (See, Exhibit A) and the sketch on file as part of the property's appraisal lists the property as "Apartment" (See, Exhibit B).

Resuming use of the properties as multi-family dwellings would not adversely affect the neighborhood, as that was their most recent use. Further, no objections to the request to return the properties to their prior zoning designation were made by the community. Re-zoning is allowed where the character of the neighborhood has substantially changed so that rezoning is justified, but the City, by re-zoning the properties as R1B altered the neighborhood's character and this request serves only to restore the status-quo. The properties' highest and best use are as multifamily dwellings as the current floorplans accommodate that designation – the S. 11th Avenue property has four (4) separate and distinct living areas replete with full kitchens. Deviating from the properties' current structural tendency would impose a significant burden on the owner to renovate the property into a functional single-family home.

The re-designation of these properties as multi-family and two-family residences adheres to the comprehensive plan by promoting economic development since the properties have been vacant for over six (6) months and, in the case of 709 Mamie, it suffered a fire and needs substantial attention. Both properties are in the historical district and will, therefore, retain the character to which the neighborhood is accustomed. Carefully renovated and/or rebuilt properties will only serve to bolster the area's property values while increasing the availability of moderate income housing. The neighborhood's character will continue as it has – with orderly growth and development.

Petitioners reserve the right to present additional evidence in support of their appeal at any hearing and/or reconsideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Interim Engineering Director
cc: Deanna Chapman, Administrative Assistant
Date: Tuesday, April 4, 2023
Re: Acknowledge the setting of a public comment period by the Hattiesburg-Petal-Forrest-Lamar MPO for the proposed amendments to the FY 2023-2026 Transportation Improvement Plan (TIP).
File Number: 2023-212
Minute Book #

Summary

Acknowledge the setting of the comment period by the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) for the proposed amendments to the FY 2023-2026 Transportation Improvement Plan (TIP).

Recommendation Statement

I recommend to acknowledge a public comment period for the proposed FY2023-2026 Transportation Improvement Plan (TIP) amendments.

Please place this on the April 4, 2023 City Council meeting for consideration.

PUBLIC NOTICE
PUBLIC COMMENT PERIOD
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
FY 2023-2026 TRANSPORTATION IMPROVEMENT PLAN (TIP)

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) will hold a 15-day public comment period beginning **Thursday, April 6th, 2023**, for the public to review and provide comments regarding the proposed amendments to the current FY 2023-2026 Transportation Improvement Plan (TIP). This process is being conducted in accordance with State and Federal guidelines and the HPFL-MPO Public Participation Plan procedures. The HPFL-MPO TIP for the Hattiesburg Urbanized Area is a part of the Statewide Transportation Improvement Program (STIP) document.

The proposed amendments include the following projects:

1. Transfer \$1, 437,000 of Lamar County federal funds from project ID #419 (Roundabout) to Project ID # 415 (Old Highway 11). The \$313,000 of City of Hattiesburg federal funds will remain in Project ID # 419.
2. Transfer \$730,938 of federal funds from Project ID # 421 (Oak Grove Road Intersections) to project ID # 415 (Old Highway 11). This transfer will result in the elimination of Project ID # 421 from the TIP.
3. Adding back Project ID #415 Old Highway 11 into the FY 2023-2026 Transportation Improvement Plan (TIP). The result of this request would be to add \$2,167,938 of federal funds to Project ID # 415 bringing the total federal funds for the recently bid Old Highway 11 Widening and Shared Use Project (ID # 415) to \$5,619,866.

The proposed amendments will be available for review at 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 Thursday, April 6th – Thursday, April 20th, 2023.

Written comments regarding the proposed FY 2023-2026 TIP amendments should be emailed to mpo@hattiesburgms.com or mailed to:

Stephen Guthrie, 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 601.554.1008 or emailing mpo@hattiesburgms.com for assistance.

PUBLISH Once (1) in the Legal Section of *The Hattiesburg Post* on Thursday, April 6, 2023.



ID	415	Total Project Cost	\$8,326,730.75
Project Name/Route:	Old Hwy 11 (FR #s 8775,8752,8753)		
Termini:	Hattiesburg Corp Limits South to Richburg Road		
Improvement Type:	Construction/Widen Road		
Funding Source:	STBG/TAP/Local		
Responsible Agency:	Lamar County		
County:	Lamar County		
Project Length:	2.5 Miles		
Project Description:	Widen/Overlay/Curb and Gutter		

Fiscal Year	Funding Source	Phase	Federal Funds	Local Funds	Total Funds
2021	Local	DESIGN/PE	\$0	\$626,000.00	\$626,000.00
2022	Local	ENV/ROW	\$0	\$818,100.00	\$818,100.00
2022	STBG	CON	\$2,883,121.00	\$720,780.25	\$3,603,901.25
2022	TAP	CON	\$568,807.00	\$0	\$568,807.00
2023	STBG	CON	\$2,167,938.00	\$541,984.50	\$2,709,922.50
		TOTAL	\$5,619,866.00	\$2,706,864.75	\$8,326,730.75

DATE	Action History/Comments	
New Project Approved	\$1,563,177.00 STBG Original Allocation	
01/27/2016	TIP Amendment, Re-Allocation	\$419,944.00 STBG added from Project #412
07/27/2016	Additional Funds Added	\$900,000.00 STBG added
06/10/2020	Additional Funds Added	\$568,807.00 TAP funds added
01/26/2022	Local Funds for PE & ENV/ROW added to TIP page	
3/16/2022	Correction: Description of STBG and TAP funds on page	
3/14/2023	Additional Funds Added through Transfer	\$1,437,000.00 Federal Funds from Project ID #419 \$730,938.00 Federal Funds from Project ID #421

Project Map:

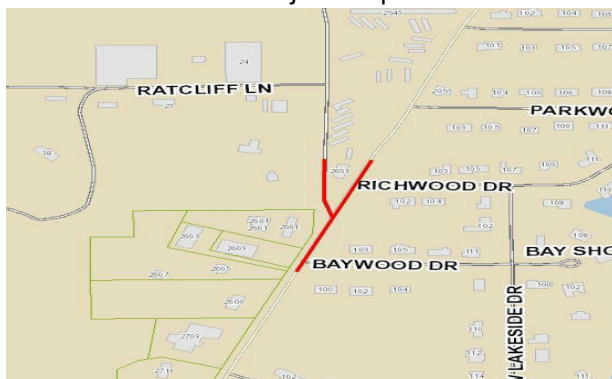


ID	419	Total Project Cost	\$1,035,000.00
Project Name/Route:	Oak Grove Rd/Weathersby Rd Intersection		
Termini:	Shears Rd to Oak Grove Rd		
Improvement Type:	Intersection Improvement		
Funding Source:	STBG/Local		
Responsible Agency:	Lamar County		
County:	Lamar County		
Project Length:	.75 Miles		
Project Description:	This project request is to substitute for previously cancelled MPO Project ID #412 along the same route. Intersection improvements along Weathersby Road from South of Lowes to Oak Grove Road.		

Fiscal Year	Funding Source	Phase	Federal Funds	Local Funds	Total Funds
FY 2023	STBG/Local	CON	\$313,000.00	\$722,000.00	\$1,035,000.00
FY 2024			\$0	\$0	\$0
FY 2025			\$0	\$0	\$0
FY 2026			\$0	\$0	\$0
		TOTAL	\$313,000.00	\$722,000.00	\$1,035,000.00

DATE	Action History/Comments	
1/27/2021	Project Phase: Environmental Work	Original STBG amount \$750,000.00
1/26/2022	Total Project Cost Amendment	Change in total project cost from \$937,500.00 to \$3,718,056.58
1/26/2022	STBG funds transferred to this Project	\$687,000.00 from Project #421 Oak Grove/Hegwood/Lincoln Rd – Lamar County \$313,000.00 from Project #122 Lincoln Rd – City of Hattiesburg
1/26/2022	Increased Local match for this project	\$673,000.00 from the City of Hattiesburg
1/26/2022	Increased Local match for this project	\$1,295,057.00 from Lamar County (Original match from the County was \$187,500.00)
3/14/23	STBG funds transferred from this Project	\$1,437,000.00 From Lamar County Federal Funds to Project #415 (Original Federal Funds were \$1,750,000.00)

Project Map:





ID	421	Total Project Cost	\$434,484.00
Project Name/Route:	Oak Grove Road/Hegwood Road/Lincoln Road		
Termini:	+/-600' either side of Hegwood Intersection & Lincoln Rd		
Improvement Type:	Intersection Improvement		
Funding Source:	STBG/Local		
Responsible Agency:	Lamar County		
County:	Lamar County		
Project Length:	0.45 Miles		
Project Description:	This project will consist of realignment of the South end of Hegwood Road with Oak Grove Road, the addition of turn lanes on Oak Grove Road at Hegwood, and the addition of right turn lanes for both eastbound traffic and westbound traffic on Oak Grove Road at Lincoln Road.		

Fiscal Year	Funding Source	Phase	Federal Funds	Local Funds	Total Funds
FY 2023	STBG/Local	CON	\$0	\$100,000.00	\$100,000.00
FY 2024			\$0	\$0	\$0
FY 2025			\$0	\$0	\$0
FY 2026	STBG/Local		\$0	\$334,484.00	\$334,484.00
		TOTAL	\$0	\$434,484.00	\$434,484.00

DATE	Action History/Comments
1/22/2022	Increase in Local match of \$500,000.00
1/22/2022	Decrease in Total Project Cost from \$922,422.50 to \$735,422.50
1/22/2022	Decrease in Federal Share STBG from \$737,938.00 to \$50,938.00, the STBG fund (\$687,000) will be applied to Project #419 Oak Grove/Weathersby Intersection
1/26/2022	\$687,000.00 of Federal Funds moved to Project #419
March 2023	Increase in Federal Share STBG from \$0.00 to \$680,000.00 Increase in Total Project Cost from \$485,423.00 to \$1,165,423.00
March 2023	STBG Funds \$730,938.00 transferred to Project #415

Project Map:





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc:
Date: Tuesday, April 4, 2023
Re: Acknowledge receipt of the two-quote docket.
File Number: 2023-214
Minute Book #

Summary

Attached is the unadvertised bid docket for the period of January 24, 2023 through March 27, 2023, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

Recommendation Statement

Attached is the unadvertised bid docket for the period of January 24, 2023 through March 27, 2023, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the April 4, 2023 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
C D W GOVERNMENT	2302076	\$ 8,731.60	CRADLE POINTS FOR (10) NEW UNITS-HPD
HOWARD TECHNOLOGY SOLUTIONS		\$ 16,870.00	
GULFPORT CAPITAL LLC	2302085	\$ 46,000.00	VEHICLE FOR TRAINING ACADEMY
ACADINA DODGE CHRYSLER JEEP RAM		\$ 52,600.00	
RICHARDSON ATHLETICS LLC	2302115	\$ 10,705.03	PADDING & INSTALLATION FOR STADIUM
FISHER ATHLETIC		\$ 52,600.00	
DATA LINKS CORPORATION	2302118	\$ 28,100.00	CEMETERY SIFWARE
LEGACY MARK		\$ 40,065.12	
CHEMPRO SERVICES	2302203	\$ 69,900.00	HERBICIDE
GREENCO LANDSCAPES LLC		\$ 74,000.00	
C D W GOVERNMENT	2302229	\$ 8,120.75	11 IPADS WITH APPLE CARE
AT&T		\$ 8,194.78	
SITEONE LANDSCAPE SUPPLY HOLDING LLC	2302233	\$ 19,699.97	P&R REC MAINT BALLFIELD TARPS
BSN SPORT		\$ 24,495.00	
UNITED FENCE COMPANY	2302303	\$ 6,968.00	P&R NBA PARK-INSTALLATION OF FENCE
JEFCOAT OF HATTIESBURG		\$ 7,816.00	
JEFCOAT FENCE OF HATTIESBURG	2302332	\$ 48,632.29	P&R LARRY DOLEAC COMPLEX-NET & BACKSTOP
UNITED FENCE CO		\$ 49,396.00	
BRACKMAN MOWER WAREHOUSE LLC	2302352	\$ 18,396.39	P&R RECREATION MAINTENANCE-EQUIPMENT
UNDERWOOD OUTDOOR POWER		\$ 20,352.05	
AUDIO VIDEO SPECIALISTS INC	2302358	\$ 22,609.82	AV SYSTEM UPGRADE
MCQUAGGE PRODUCTIONS		\$ 25,200.00	

SAMMY DISTRIBUTORS LLC
SWIM DISTRIBUTORS LLC

2302448

\$ 64,000.00
\$ 72,685.00

REPLASTER POOL

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2302076

ITEM: CRADLE POINTS FOR (10) NEW UNITS-HPD

BID #1

WINNING BID

COMPANY C D W GOVERNMENT

BID

AMOUNT \$8,731.60

BID #2

COMPANY HOWARD TECHNOLOGY SOLUTIONS

BID

AMOUNT \$16,870.00

BID #3

COMPANY _____

BID

AMOUNT _____

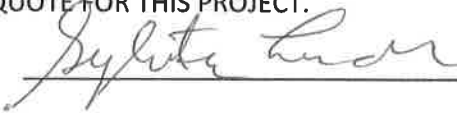
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1032
#1 Government Plaza
Police Department
Hattiesburg, MS 39401

Purchase Order Number **02302076**

Purchase Order Date **02/24/2023**

Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

Vendor 2383
C D W GOVERNMENT
120 S RIVERSIDE
CHICAGO, IL 60606-3913

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	MONICA.LIWAG@CDWG.COM	2383	765	Destiny Jackson	

NOTES

CRADLE POINTS FOR (10) NEW UNITS-HPD/TWO QUOTE
PLEASE EMAIL INVOICE TO DMJACKSON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	CRADLEPOINT IBR900 SERIES IBR900-1200M B WIRELESS ROUTERS QUOTE#NFRJ901 GL #: 001100 - 740000	10.0000	EACH	\$873.1600	\$8,731.60
					\$8,731.60

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$8,731.60

Purchase Order Total \$8,731.60



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

NEAL ROCKHOLD,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NFRJ901	2/7/2023	CRADLEPOINT (QTY 10)	267010	\$8,731.60

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cradlepoint IBR900 Series IBR900-1200M-B - wireless router - WYAM - \$02.11a	10	5732769	\$873.16	\$8,731.60

Mfg. Part#: MA1-0900120B-NNA

Contract: National IPA Technology Solutions (2018011-01)

SUBTOTAL	\$8,731.60
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$8,731.60

PURCHASER BILLING INFO

Billing Address:

CITY of HATTIESBURG
ACCTS PAYABLE
PO Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4513

Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:

CITY OF HATTIESBURG
1 GOVERNMENT PLZ
HATTIESBURG, MS 39401-4080

Shipping Method: DROP SHIP-GROUND

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Monica Liwag | 800.808.4239 | monica.liwag@cdwg.com



LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$8,731.60	\$245.27/Month	\$8,731.60	\$280.20/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/project-sales.aspx>

For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Phone: 1.888.912.3151
Fax: 1.601.399.5077
Online: www.howardcomputers.com



Howard Computers
P.O. Box 1588
Laurel, MS 39441

Online Quotation

Quote No:	BC6 1269394.00	Quote Date:	February 08, 2023
Customer Name:	Neal Rockhold	Phone Number:	6015454565
Company Name:	City of Hattiesburg	Fax Number:	
Quote Name:	Router Quote		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Cradlepoint IBR900 Series IBR900-1200M-B - Wireless router - WWAN - GigE, Wi-Fi 5 - 802.11a/b/g/n/ac Wave 2 - Dual Band - with 3 years NetCloud Mobile Essentials + Advanced Plan MPN: MAA3-0900120B-NA Contract(s): EPL 3760	10	\$1,687.00	\$16,870.00

Sub-Total:	\$16,870.00
Shipping & Handling :	Included
Taxes:	Tax Exempt
Total for Item 1:	\$16,870.00

This quote will expire March 10, 2023.
To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$16,870.00
Shipping & Handling :	Included
Taxes:	Tax Exempt
Total:	\$16,870.00

Notes:

Pricing and availability subject to change without notice. Packaging, Shipping, and Handling fees are not included unless specifically stated. Prices and lease payments do not include applicable taxes. Ship dates are approximations and are not guarantees. Quick ship items not available in Alaska, Hawaii, or outside the United States. Specific state laws may affect shipment of products.

Any order for kiosks must be canceled prior to 21 days from the scheduled date of shipment to avoid incurring a 50% cancellation fee. Any cancellation made within that 21-day window will automatically incur a charge equivalent to 50% of the total kiosk order being canceled.

Howard reserves the right to charge a 25% restocking fee for cancellation of a purchase order after Howard has commenced fulfillment of the order. Howard may, with notice, cancel any purchase order at any time without any liability to the Purchaser. Howard reserves the right to charge the Purchaser full purchase price for delaying shipment of a purchase order for an extended period of time which then results in the cancellation of said order.

Given the current uncertainties related to international trade, Howard hereby reserves the right to unilaterally revise the prices quoted herein in the event its manufacturing or procurement costs for such goods increase due to the imposition by the United

States or any other country of new or higher tariff(s) or of any other similar tax, fee or charge.

If Purchaser fails to pay any invoice in full within the time quoted herein, Howard may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Howard's product warranties and return policies and related information, which are available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, are fully adopted and incorporated herein by reference. These may also be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS SET FORTH OR INCORPORATED HEREIN; HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2302085

ITEM: VEHICLE FOR TRAINING ACADEMY

BID #1

WINNING BID

COMPANY GULFPORT CAPITAL LLC

BID

AMOUNT \$46,000.00

BID #2

COMPANY ACADIANA DODGE CHRYSLER JEEP RAM

BID

AMOUNT \$52,600.00

BID #3

COMPANY _____

BID

AMOUNT _____

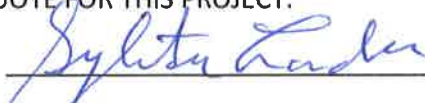
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1032
#1 Government Plaza
Police Department
Hattiesburg, MS 39401

Vendor 49588
GULFPORT CAPITAL, LLC
11477 NORTHPARK DRIVE
GULFPORT, MS 39503-1801

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02302085**

Purchase Order Date **02/24/2023**

Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
228-701-9227	ACCOUNTING@CHAMPIONVALUE.COM	49588	768	Destiny Jackson	

NOTES

VEHICLE FOR TRAINING ACADEMY/TWO QUOTE
PLEASE EMAIL INVOICE TO DMJACKSON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2022 DODGE RAM GL #: 001131 - 742000	1.0000	EACH	\$46,000.0000	\$46,000.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$46,000.00

Purchase Order Total **\$48,000.00**



11477 Northpark Dr GULFPORT, MS 39503
(228) 678-8206

ORDER FOR
MOTOR VEHICLE

DATE 02/23/2023		DEAL NO.		SALESMAN LeGrande Ferguson		MANAGER LeGrande Ferguson													
PURCHASER City of Hattiesburg				DATE OF BIRTH		SOCIAL SECURITY NO.		DRIVERS LIC. NO.											
STREET ADDRESS PO BOX 1898				CITY HATTIESBURG		STATE MS		ZIP 39401											
HOME PHONE		WORK PHONE		CELL PHONE (601) 506-4988		EMAIL ADDRESS nrockhold@hattiesburgms.com													
☐ NEW ☐ USED	STOCK NO. 421081		YEAR 2022	MAKE RAM		MODEL 1500		MILEAGE 14											
VIN 1C6RRFFG8NN454311			EXTERIOR COLOR PATRIOT BLUE PE			TRANSMISSION		CYL	TRIM Big Horn/Lone S										
TRADE IN		YEAR	MAKE			Selling Price			45,625.00										
MODEL		VIN	TRIM			Rebates													
TRANSMISSION		EXTERIOR COLOR			MILEAGE			Discounts											
LIENHOLDER		LENDER			Accessories														
PAYOFF		GOOD UNTIL		ACCOUNT NO.			Service Body												
STREET ADDRESS		PHONE NUMBER																	
CITY			STATE		ZIP														
INSURANCE CO.		COMPANY																	
AGENT		POLICU NO.		PHONE NO.															
EFFECTIVE DATE		EXPIRATION DATE																	
										Total Accessories									
										Subtotal	45,625.00								
										Trade Allowance									
										Trade Difference	45,625.00								
										Tax									
										Title, Registration, and Licensing	15.00								
										Doc Fee	360.00								
										Miscellaneous Fees*									
										*May include, but not limited to, Lemon Law, Tire, Battery, Acquisition, Local and State fees.									
										Balance	46,000.00								
Balance on Trade																			
Cash Down																			
Back Ends																			
Amount to be Financed										46,000.00									



1700 S.W. Evangeline Thruway
Lafayette, LA 70508
TELEPHONE: (337) 232-7361 MOTOR VEHICLE PURCHASE AGREEMENT

Salesman

Purchaser: City of Hattiesburg
Address: P.O. Box 1398

Res. Phone

Bus. Phone

City

State

Zip

I hereby agree to purchase from you under the terms and conditions specified, the following Delivery is to be made or as soon the earlier as possible. It is agreed, however, that neither Acadiana Dodge, Inc. or the Manufacturer will be liable for failure to effect delivery.

New	Demo	Year	Make	Cyl	Model	Body Style	Stock No.
Used		22	RAM	6	1500	BIG HORN	
Serial No.		Social Security No.		Color			
1CL6RRFFG6NN450709							
License Plate No.		Driver's License No.		Age	Date of Birth	Mileage at Delivery	

DESCRIPTION OF TRADE-IN

Make	Year
Model	License Plate No.
Body Style	Mileage
Serial No.	
BALANCE OWED TO	
Signature of Buyer (Transferor Trade-In)	

Cash Price of Vehicle

52155⁰⁰

A new motor vehicle may be subject to a National Highway Traffic Safety Administration required recall which would be repaired in accordance with manufacturer standards approved by the National Highway Traffic Safety Administration. If such repair is a concern before you purchase, please ask for a copy of the recall notice, if applicable, to vehicle being sold.

CREDITS

USED CAR ALLOWANCE	
BALANCE OWED ON CAR	
NET ALLOWANCE ON USED CAR	
Rebate	
DOWN PAYMENT DUE	
TOTAL CREDIT	Transfer to Right Column

Customer Signature

Dealer Representative Signature

I acknowledge that the Chrysler Service Contract available on the vehicle described above was explained to me and that I elect not to purchase a contract

SUBTOTAL

SALES TAX

0.00%

LICENSE FE,
TITLE
REGISTRATION

NOTARY DOC.
CONVENIENCE FEES

TEMP TAG
INSPECTION
STICKER

445

Cash Price

52600⁰²

TOTAL CREDIT (Transfer from left Column)

Unpaid Balance of Cash Price

Lien Holder

Address:

DISCLAIMER OF WARRANTIES

Any Non-Chrysler or Non-Mopar part, conversion package or service contract as noted is not warranted by nor the responsibility of the Chrysler Corporation.

The Seller, Acadiana Dodge, Inc. hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Acadiana Dodge, Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

Notice to the buyer (1) Do not sign this application before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this document. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

The front and back of this comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever will be recognized. I have read the matter printed on the back hereof and agree to it as part of this order the same as if it were printed above my signature.

THIS TRANSACTION IS NOT VALID UNLESS
ACCEPTED BY MANAGER OF
Acadiana Dodge, INC.

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT
IS HEREBY ACKNOWLEDGE BY PURCHASER

Accepted By:

Title

Purchaser Signature

Co-Purchaser Signature:

3375: Entld: 5457 Levld: 315234

Generated by DealerSocket®

12/14/2018 11:05:07 AM

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2302115

ITEM: PADDING & INSTALLATION FOR STADIUM

BID #1

WINNING BID

COMPANY RICHARDSON ATHLETICS LLC

BID

AMOUNT \$10,705.03

BID #2

COMPANY FISHER ATHLETIC

BID

AMOUNT \$52,600.00

BID #3

COMPANY _____

BID

AMOUNT _____

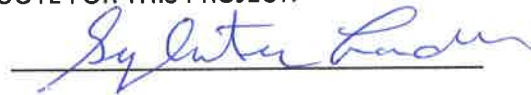
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02302115**
Purchase Order Date **02/27/2023**
Department **ENGINEERING**

FID 64-6000432

Vendor 4043
RICHARDSON ATHLETICS, LLC
160 PARKINSON DRIVE
RICHLAND, MS 39218

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	chris@richardsonathletics.com	4043	2302097	Lakecia Buckhalter	

NOTES

2 QUOTE PADDING & INSTALL(RICHARDSON ATHLETICS)
PLEASE EMAIL INVOICE TO shensarling@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	WOOD BACKED STADIUM PAD 2" FOAM-SPECIAL SIZE, COLOR: ROYAL 4'WX1'8"H WOOD BACKED STADIUM PAD 2" FOAM-SPECIAL SIZE, COLOR: ROYAL 3'4"X1'8" H WOOD BACKED STADIUM PAD 2" FOAM-SPECIAL SIZE, COLOR: ROYAL 2'2"X1'8" H WOOD BACKED STADIUM PAD 2" FOAM-SPECIAL SIZE, COLOR: ROYAL 1'6"X5'4-1/4" H (RICHARDSON ATHLETICS) GL #: 086300 - 7295PR	1.0000	EACH	\$10,705.0300	\$10,705.03

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$10,705.03
Purchase Order Total \$10,705.03



160 Parkinson Drive - Richland, MS 39218
 1-800-895-2902 - Fax (601) 420-8442
 www.RichardsonAthletics.com
 E-mail: info@RichardsonAthletics.com

QUOTATION

Quote Number: 34025-1
 Quote Date: Feb 27, 2023
 Page: 1

Quoted To:

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

Ship To:

CITY OF HATTIESBURG
 MAINTENANCE DEP. 601-545-4667
 139 PARKWAY BLVD.
 HATTIESBURG, MS 39401

Customer ID	Good Thru	Payment Terms	Sales Rep
HATTIESBURG	3/29/23	Net 30 Days	CCR

Quantity	Item	Description	Unit Price	Amount
41.00	BWSO2	Wood-Backed Stadium Pad 2" Foam - Special Size (Sq. Ft.) Color: Royal 4' W x 1' 8" H	122.990	5,042.59
1.00	BWSO2	Wood-Backed Stadium Pad 2" Foam - Special Size (Sq. Ft.) Color: Royal 3' 4" W x 1' 8" H	102.990	102.99
2.00	BWSO2	Wood-Backed Stadium Pad 2" Foam - Special Size (Sq. Ft.) Color: Royal 2' 2" W x 1' 8" H	75.990	151.98
1.00	BWSO2	Wood-Backed Stadium Pad 2" Foam - Special Size (Sq. Ft.) Color: Royal 1' 6" W x 1' 8" H	75.990	75.99
2.00	BWSO2	Wood-Backed Stadium Pad 2" Foam - Special Size (Sq. Ft.) Color: Royal 7-5/8" W x 5' 4-1/4" H	75.990	151.98
180.00	WPZCH44	Aluminum Z Bracket 36" L	11.990	2,158.20
278.00	MISC	Wood Screw	0.120	33.36
278.00	TCSC	Tapcon Hex Head Screw 1-3/4" L x 1/4" T	0.400	111.20
285.00	LPT	Sq. Ft. Latex Base Paint for Plywood Backing	0.400	114.00

Thank you for considering Richardson Athletics for your equipment needs!

**If paying with a Credit or Debit Card, there will be
 a 3% processing fee applied to the total.**

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL	Continued

Customer is responsible for unloading products off the truck at time of delivery. Customer is responsible for cost associated with any services requested of the trucking company. Some of these services include lift gate, change of address, inside delivery, etc. The truck company may require a redelivery fee if the initial delivery is missed within normal operating hours.



160 Parkinson Drive - Richland, MS 39218
1-800-895-2902 - Fax (601) 420-8442
www.RichardsonAthletics.com
E-mail: info@RichardsonAthletics.com

QUOTATION

Quote Number: 34025-1
Quote Date: Feb 27, 2023
Page: 2

Quoted To:

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

Ship To:

CITY OF HATTIESBURG
MAINTENANCE DEP. 601-545-4667
139 PARKWAY BLVD.
HATTIESBURG, MS 39401

Customer ID	Good Thru	Payment Terms	Sales Rep
HATTIESBURG	3/29/23	Net 30 Days	CCR

Quantity	Item	Description	Unit Price	Amount
1.00	DISC	Sales Discount per Quantities Specified	385.000	-385.00
1.00	INST	Custom Installation of all wood backed pads to go into a brick, block, or concrete wall	2,635.000	2,635.00



Thank you for considering Richardson Athletics for your equipment needs!

If paying with a Credit or Debit Card, there will be a 3% processing fee applied to the total.

Subtotal	10,192.29
Sales Tax	
Freight	512.74
TOTAL	10,705.03

Customer is responsible for unloading products off the truck at time of delivery. Customer is responsible for cost associated with any services requested of the trucking company. Some of these services include lift gate, change of address, inside delivery, etc. The truck company may require a redelivery fee if the initial delivery is missed within normal operating hours.



QUOTE
0056652

PAGE 1

Fisher Athletic
2060 Cauble Road
Salisbury, NC 28144

T: 1-800-438-6028

F: 1-800-272-4448

www.fisherathletic.com

customerservice@fisherathletic.com

BILL TO ADDRESS	SHIP TO ADDRESS
CITY OF HATTIESBURG CAMERON FIELD - JAYCEE PARK E-MAIL PHONE FAX	

QUOTE DATE	QUOTED BY	CUST ID	SHIP VIA	FOB	TERMS
2/27/2023	OPS3				15% down balance 2 weeks after receipt of papers

ALL QUOTES VALID FOR 15 DAYS

QUOTE NOTATIONS:
18 Oz. VINYL-COLOR TBD 2" THICK 100 LB ILD POLYFOAM 3/4" EXTERIOR GRADE PLYWOOD BACKING NO LIPS - Z BRACKETS NO CUTOUTS NO ARTWORK WEEPHOLES PAINT BACK OF PANELS 1 YEAR WARRANTY AS PROOF AGAINST MANUFACTURING DEFECTS

SECTION A

WPSXP22SO3	1	EG PLY EXT WALL PANEL SO 2" POLY- 18OZ 71'4" WIDE X 1'8" HIGH INCLUDES HARDWARE	\$3,125.00	\$3,125.00
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SECTION B

WPSXP22SO3	1	EG PLY EXT WALL PANEL SO 2" POLY- 18OZ 28'4" WIDE X 1'8" HIGH INCLUDES HARDWARE	\$1,338.00	\$1,338.00
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SECTION C

WPSXP22SO3	1	EG PLY EXT WALL PANEL SO 2" POLY- 18OZ 73'6" WIDE X 1'8" HIGH	\$3,299.00	\$3,299.00
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ALL QUOTES VALID FOR 15 DAYS.

THANK YOU FOR ALLOWING FISHER TO QUOTE THESE PRODUCTS



QUOTE
0056652

PAGE 2

ITEM NO	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		INCLUDES HARDWARE		
		<u>COLUMN PADDING</u>		
WPSXP22SO3	2	EG PLY EXT WALL PANEL SO 2" POLY- 18OZ 7 5/8" WIDE X 5' 4 1/4" HIGH INCLUDES HARDWARE	\$112.00	\$224.00
INSTALLWP	1	WALL PANEL INSTALLATION CHARGES	\$4,235.00	\$4,235.00
		TOTAL		\$12,221.00

ALL QUOTES VALID FOR 15 DAYS.
THANK YOU FOR ALLOWING FISHER TO QUOTE THESE PRODUCTS

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2302118

ITEM: CEMETERY SOFTWARE

BID #1

WINNING BID

COMPANY DATALYNKS CORPORATION

BID

AMOUNT \$28,100.00

BID #2

COMPANY LEGACY MARK

BID

AMOUNT \$40,065.12

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1009
3401 W 7th St
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02302118**

Purchase Order Date **02/28/2023**

Department **CEMETERY**

FID 64-6000432

Vendor 49670
DATALYNKS CORPORATION
6 BLUEBERRY LANE
WIGGINS, MS 39577

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
STAN JONES <STAN@DATALYNKS.US>		49670	2302051	Deborah Bourne	

NOTES

2-QUOTE-CEMETERY SOFTWARE

PLEASE EMAIL INVOICE TO: DBOURNE@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	DP DM-COR-SUB-DOCUPHASE DOCUMENT MANGMT CORE-1-YR SUBSCRIPTION-CEMETERY. GL #: 001553 - 732800	1.0000	EACH	\$1,800.0000	\$1,800.00
2	DP-WEB FORMS-SUB-DOCUPHASE WEB FORMS SUBSCRIPTION-1-YR-CEMETERY. GL #: 001553 - 732800	1.0000	EACH	\$1,800.0000	\$1,800.00
3	DP DM-USER-SUB-DOCUPHASE NAMED USER LICENSE-1-YR SUBSCRIPTION-CEMETERY. GL #: 001553 - 732800	4.0000	EACH	\$240.0000	\$960.00
4	DB-WEB FORMS USER-SUB-DOCUPHASE WEB FORMS NAMED USER SUBSCRIPTION-1 YR-CEMETERY. GL #: 001553 - 732800	2.0000	EACH	\$120.0000	\$240.00
5	DP-SCAN STATION -SUB-DOCUPHASE SCAN AND CAPTURE STATION-1 YR-SUBSCRIPTION-CEMETERY. GL #: 001553 - 732800	1.0000	EACH	\$300.0000	\$300.00
6	DL-MAINTENANCE 1-YR-FOR CEMETERY MAINT. GL #: 001553 - 732800	1.0000	EACH	\$1,800.0000	\$1,800.00
7	DL HOSTED SERVER(CLOUD) DATALYNKS MANAGED SERVER-1-YR-CEMETERY. GL #: 001553 - 732800	1.0000	EACH	\$3,000.0000	\$3,000.00
8	PROFESSIONAL SERVICES-INSTALLATION AND IMPLEMENTATION SERVICES (ONE TIME FEE)-CEMETERY. GL #: 001553 - 732800	1.0000	EACH	\$18,200.0000	\$18,200.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price **\$28,100.00**

Purchase Order Total **\$28,100.00**

DataLynks Corporation

PO Box 16735
Hattiesburg, MS
39404-6735

Date	02/23/2023
Quote #	22-7543

Quoted pricing good for 30 days

Name / Address
City of Hattiesburg-Parks and Rec c/o Andy Parker\Deborah Bourne 3401 W. 7th Street Hattiesburg, MS 39402

Project Description

Content Management Implementation

Item	Description	Qty	Rate	Total
DP DM - Core - Sub	***SOFTWARE ITEMS*** DocuPhase Document Management Core - 1 Yr Subscription	1	1,800.00	1,800.00 ✓
DP - Web Forms - Sub	DocuPhase Web Forms Subscription - 1 Year	1	1,800.00	1,800.00 ✓
DP DM - User - Sub	DocuPhase Named User License - 1 Yr Subscription	4	240.00	960.00 ✓
DP - Web Forms User - Sub	DocuPhase Web Forms Named User Subscription - 1 Year	2	120.00	240.00 ✓
DP - Scan Station - Sub	DocuPhase Scan and Capture Station - 1 Yr Subscription	1	300.00	300.00 ✓
DL - Maintenance 1 - Year	***MAINTENANCE ITEMS*** DataLynks 1 Year Maintenance (for Cemetery system) TOTAL YEARLY FEE	1	1,800.00	1,800.00 ✓ 6,900.00
DL Hosted Server (CLOUD)	***OPTIONAL COMPONENTS*** DataLynks Managed Server (Cloud) - 1 Year	1	3,000.00	3,000.00 ✓
Professional Services	***PROFESSIONAL SERVICES*** Installation and Implementation Services (one time fee) - DocuPhase Implementation - Installation & Configuration of Content Management Applications (up to 3) - User\Group Setup and Security - Training - Cemetery System Implementation - Development of System for Cemetery Record Keeping - Owner Information - Cemetery\Section\Lot\Space Details (No Mapping Data) - Notes & Correspondence - Link to DocuPhase for Document Records - Receipt\Deed Issuance Direct from System (PDF) *Note: No Conversion from Previous System Included (may be added to quote if needed)	1	18,200.00	18,200.00
			Subtotal	\$28,100.00
			Tax	\$0.00
			Total	\$28,100.00





Legacy Mark^{llc}
est. 1987

PO Box 333 · Chambersburg PA 17201
reachus@legacymark.com
800-444-9260

Sales Quotation

Deborah Bourne

Cemetery and Forestry Division

PO Box 1898

Hattiesburg, MS 39403-1898

Date/Time: 2/27/2023 0:00

Reference: EZ1004096

	Quant	Item	Unit	Total
Software	1	CemCoor Software License	\$595.00	\$595.00
	24	CemCoor Cemetery Seat Hosted (Monthly)	\$79.00	\$1,896.00
	2	GIS System License - each seat	\$400.00	\$800.00
	Software Sub-Total:			\$3,291.00
Mapping	Grave Count 65,812	Mapping Setup		\$7,706.40
		Mapping Development - In Ground		\$23,352.72
	Mapping Sub-Total:			\$31,059.12
Support	-	Software Support Included in CemCoor Lease		
		Training - Included		
	35	Hours- PreProcess Burial Data	\$60.00	\$2,100.00
	20	Hours- PreProcess Ownership Data	\$60.00	\$1,200.00
	5	Hours-Conversion/Integreation of Owner Information	\$115.00	\$575.00
	16	Hours-Conversion of AS400 Burial Data	\$115.00	\$1,840.00
Support Sub-Total:			\$5,715.00	
Authorized By:			Quotation Total: \$40,065.12	

Notes

o The mapping quotation has been developed based on a total grave count indicated above. The actual price will reflect the actual number of graves mapped for the cemetery, the condition/quality of the maps, and the number of cemeteries to be mapped. Mapping Setup is a charge that applies per cemetery. The price shown reflects single cemetery pricing unless otherwise noted, but multi-discounts do apply. Difficult grave arrangements and/or unique lot assignments may require special pricing (see proposal for 80/20 guideline). Please call to discuss these issues.

o Data Conversion takes existing computer records and converts them into the Legacy Mark system. It is a custom service and is priced hourly based on the scope of work required. The price shown is an estimate only. The final invoice will reflect the actual hours required to accomplish the conversion.

o The Software Support cost is included with the monthly CemCoor Seat fees; Otherwise an 18% of the Software cost added and is based upon the customer maintaining support for consecutive years. Without such maintenance different support rates apply.

o Price is valid for 30 days after issuance. The customer is responsible for all necessary taxes, tariffs and/or fees as well as all freight and shipping charges necessary to complete the terms of this sale.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2302203

ITEM: HERBICIDE

BID #1

WINNING BID

COMPANY CHEMPRO SERVICES

BID

AMOUNT \$69,900.00

BID #2

COMPANY GREENCO LANDSCAPES LLC

BID

AMOUNT \$74,000.0

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1012
1202 James St
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02302203**
Purchase Order Date **03/06/2023**
Department **STREET DIVISION**

FID 64-8000432

Vendor 2460
CHEMPRO SERVICES
3311 GULF BREEZE PKWY, #350
GULF BREEZE, FL 32563

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	SALES@CHEMPROSERVICES.COM	2460	2302166	Teresa Evans	

NOTES

TWO QUOTE/HERBICIDE
TWO QUOTE/HERBICIDE/CHEMPRO

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	HERBICIDE APPLICATION/SPRING/SUMMER/FALL GL #: 001201 - 604900	1.0000	EACH	\$69,900.0000	\$69,900.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$69,900.00
Purchase Order Total **\$69,900.00**

site prior to bid should contact the City of Hattiesburg's Director of Public Works at 601-545-4648.

Article IV. General Terms

Section 4.01 This contract shall be for a period of one (1) year, March 1, 2023, through March 24, 2024. The fee schedule shall be as follows.

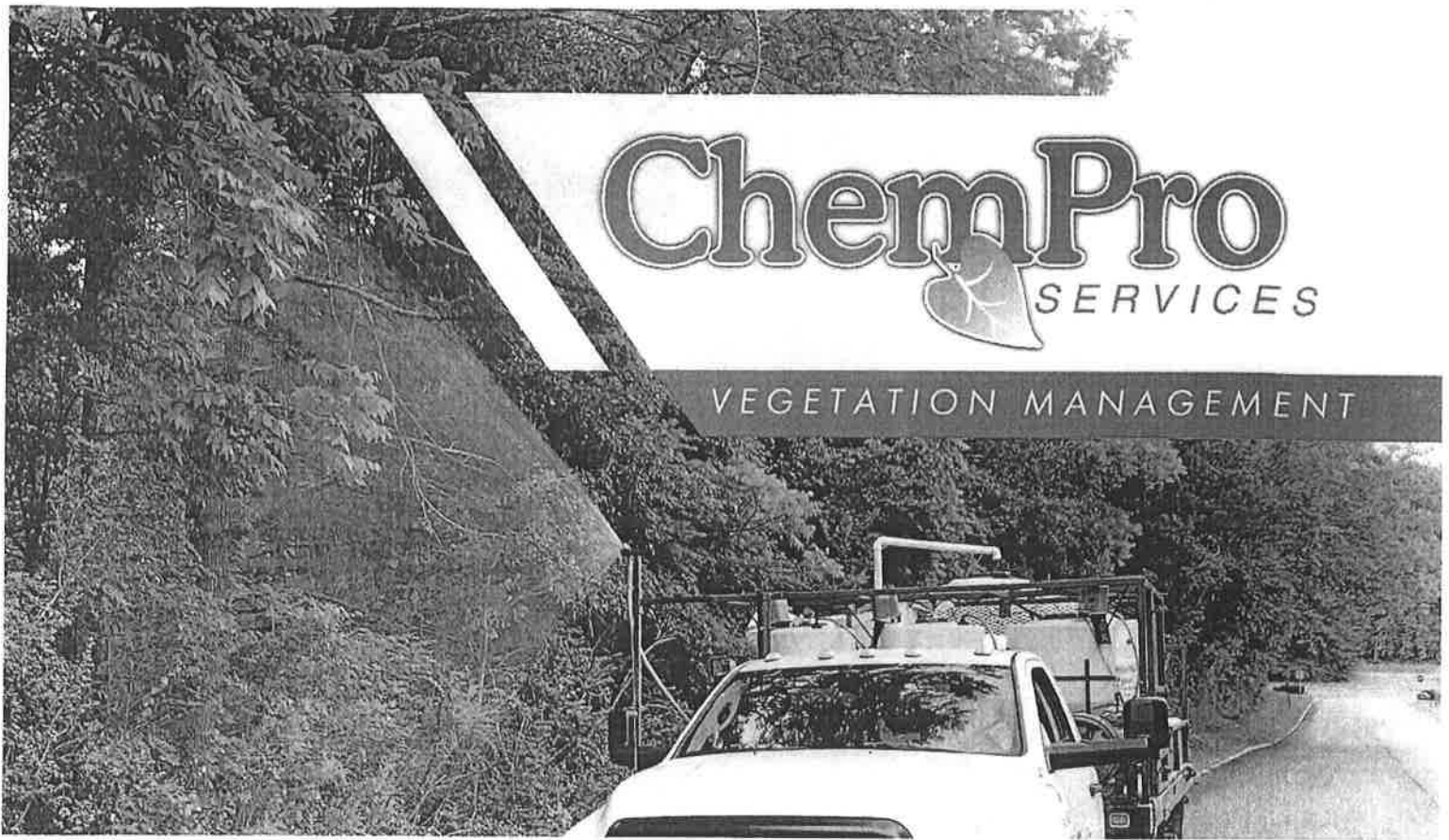
Late winter/early spring	\$ <u>19,650</u>
Late spring/early summer	\$ <u>19,650</u>
Late summer/early fall	\$ <u>19,650</u>
4th If necessary application	\$ <u>10,950</u>
TOTAL -----	\$ 69,900

Jamie Ravel
3/1/23

Exp Date: 120 days

Delivery Date: Upon Request (scheduled)





ChemPro

SERVICES

VEGETATION MANAGEMENT

PROPOSAL FOR:
City of Hattiesburg, MS
Herbicide Application
Due: March 6 by 5p

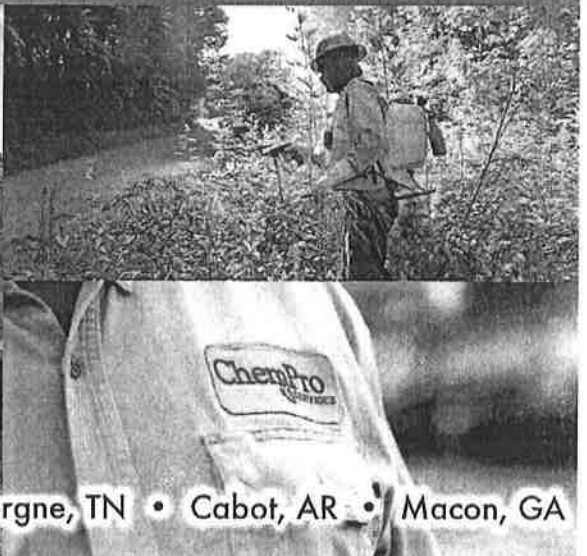
ChemPro Services, Inc.
2953 Bienville Blvd
Ocean Springs, MS 39564
sales@chemproservices.com

Sales: 877.221.9130

www.chemproservices.com

Tax ID: 20-1716061

Submitted by: Brandon Kidd
662-341-1108



Gulf Breeze, FL • Ocean Springs, MS • Daphne, AL • LaVergne, TN • Cabot, AR • Macon, GA

3-6-23

CITY OF HATTIESBURG
PUBLIC WORKS DEPARTMENT

COVER SHEET

DATE: March 1, 2023
TO: Brandon Kidd
PHONE: 662-341-1108
EMAIL: bkidd@chemproservices.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL Ronnie Perkins AT 601.447.8737 IF YOU HAVE ANY
QUESTIONS.

THANK YOU,



Ronnie Perkins

Director of Public Works
601.447.837

INTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. **ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS**

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO: City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO SLONDON@HATTIESBURGMS.COM

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON

CONTACT PERSON(S):

March 6, 2023
Bonnie Perkins Telephone Number 601-447-8737

Or

Telephone Number

City of Hattiesburg
Herbicide Application Service Specifications

Article I. General Scope of Work

Section 1.01 Vendor shall provide all materials necessary to complete spray applications including, but not limited to, supplies, herbicide, foam, dye, surfactant, spray equipment and labor. Vendor shall provide chemical data sheets on all chemicals used during the application process and shall provide copies of Insurance and licenses from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce.

Article II. Vendor Responsibilities

Section 2.01 Vendor shall provide all material, labor and equipment to spray vegetative herbicides and aquatic brush control products in and around City of Hattiesburg ditches and relief waterway rights-of-ways in the City of Hattiesburg. Vendor shall only use products that meet or exceed all local, state and federal permit requirements for spraying in or near ditches, streams, creeks, rivers, or other type waterway. Vendor shall control vegetative and aquatic brush pressure from bank-to-bank along all ditches and waterways included in this contract,

Section 2.02 Spray applications shall be made at least three (3) times per year and shall be executed approximately in late winter/early spring, late spring/early summer, and late summer/early fall based upon existing weather conditions and vegetative growth patterns. Vendor shall provide a forth (4th) spray application if conditions warrant. Vendor shall coordinate with the City of Hattiesburg's Director of Public Works before initiating all application services,

Section 2.03 Vendor shall provide general liability insurance with a minimum amount of \$1,000,000 with the City of Hattiesburg listed as additionally insured. Vendor shall also provide copies of current licenses and permits from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce as required by Mississippi Code 69-19-1 through 69-19-11.

Article III. City of Hattiesburg Responsibilities

Section 3.01 The City of Hattiesburg shall provide vendor with locations that require herbicide spraying. Ditch and waterway maps 1-5 are attached to these specifications. Vendors wishing to visit the

site prior to bid should contact the City of Hattiesburg's Director of Public Works at 601-S45-4648.

Article IV. General Terms

Section 4.01 This contract shall be for a period of one (1) year, March 1, 2023, through March 24, 2024. The fee schedule shall be as follows.

Late winter/early spring \$ _____

Late spring/early summer \$ _____

Late summer/early fall \$ _____

4th If necessary application \$ _____

TOTAL ----- \$

INSTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

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 Purchasing Division
 PO Box 1898
 Hattiesburg, MS 39403-1898

or **FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661**

or **EMAILED TO TWOQUOTE@HATTIESBURGMS.COM**

or **EMAILED TO (SLONDON@HATTIESBURGMS.COM)**

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Your assistance with our bid process will be most appreciated.

PURCHASING DEPARTMENT
CITY OF HATTIESBURG

BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON

March 6, 2023

CONTACT PERSON(S):

Bonnie Perkins

Telephone Number 601-447-8737

Or

Telephone Number

CITY OF HATTIESBURG
PUBLIC WORKS DEPARTMENT

COVER SHEET

DATE: March 1, 2023
TO: Brandon Kidd
PHONE: 662-341-1108
EMAIL: bkidd@chemproservices.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

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THANK YOU,



Ronnie Perkins

Director of Public Works

601.447.837

City of Hattiesburg
Herbicide Application Service Specifications

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The ChemPro Advantage:

By selecting ChemPro Services as your Vegetation Management Contractor, our customers will enjoy a multi-dimensional advantage with our service offering. The tenets of these advantages include:

Company Qualifications: ChemPro Services has been managing vegetation in the Southeast for over twelve years. Our experience and operational knowledge have placed ChemPro Services at the top of our industry. Partnering with our company will build confidence, cultivate high standards, and produce quality results. We use a highly skilled workforce to deliver this tenet. Our reputation and ability qualify ChemPro for this partnership.

Safety: Safety is our highest priority. We understand that we are a working partner, and that many others are affected by our actions. We focus on Loss Prevention Self Assessments as a counter measure to unsafe environments. By asking *what can happen? How will this affect my peers? What can I do now to mitigate these risks?* We aim to prevent risks before they occur. In order to combat complacency, we hold regular safety meetings and discuss our efforts. Safety is the tenet that builds trust in our partnerships, by working and adopting safe work practices alongside our peers.

Environmental Respect: ChemPro Services shares the mindset of *RESPONSIBILITY* in regard to our environment. As Vegetation Managers, we always choose the least invasive methods when evaluating vegetation control issues. Many members of our team serve on committees and associations in our peer group, so that we are current on the issues of our times. By hiring ChemPro Services, you will stay informed of industry news and ahead of environmental issues.

Quality Equipment and Reliability: Our mainstay, in practice and in principal, is "to have the right tool for the job". With this belief in mind, we are proud of the equipment and infrastructure that we supply our work groups. We believe in quality, reliable equipment. We believe that having properly maintained equipment and a clean workspace is the cornerstone to a safe working environment. We impress upon our team the phrase: "there is always time to do it the right way". We commit to giving our Customer the best team with the best equipment, so they can do the best work.

Advanced Knowledge of Modern Technology: Most companies use modern technology when economically available or fully adopted by their industry. ChemPro Services, as a practice, uses the newest available technologies. These vary from new chemical molecules; GPS guided spray equipment, flow controlling computers, accounting software, various mapping technologies, and communication / file sharing applications.

ChemPro Value & Correlation to Safety: The descriptions below describe how ChemPro Services plans to effectively manage the vegetation on Your ROW. Working with ChemPro Services has other benefits that cannot be measured in nominal figures. These are safety benefits. Having a quality contractor like ChemPro Services, **Customers** will enjoy additional value that will be unlocked by our high-caliber tenets of operation.

ChemPro uses chemistry and experience to do a safer, better job.

Key Management and Technical Staff:

Our Operational Workgroups, Sales Team, and Management staff is composed of well - educated, degreed professionals. Over 75% of our company has a Bachelor's or advanced degree in many pertinent fields of study from the region's best and most decorated universities. With backgrounds in Agronomy, Horticulture, Herbicide Technology, Agriculture Information Sciences, Wildlife Management, and Environmental Science, you can anticipate a passion for our craft.

Aaron Hayek - President & Founder

Past President - TN Vegetation Management Association
Past President - MS-EPPC (MS Exotic Plant Council); PEP - Partners for Environmental Progress; 2004 - Present
Board of Directors - TN Vegetation Management Association
MS, AL, GA, FL, & TN Vegetation Management Association - Member
25 years industrial, aquatic, invasive, right of way, utility herbicide application/management experience

Adam Morgan - Vice President - Sales, Business Development Manager

B.S. Horticulture - Mississippi State University
President: Executive Board of Directors - TVMA
12+ years corporate vegetation management experience
Licensed Landscape Horticulturist, Mississippi Bureau of Plant Industry
ISA Certified Arborist #FL-9174-A
Licensed for Pesticide Applications: MS, LA, TN, KY, AL, VA, AR, OH, MO, OK

Jeff Mooneyham - Vice President - Operations

20+ years' industrial, invasive, right of way, & utility herbicide application/management experience
Licensed for Pesticide Applications: MS, KY, IL, GA, TN, TX, WV, FL, IN, SC, OH, AL, AR
Certified Instructor, OSHA and CPR

Noah Hayek - Regional Operations Manager

B.S. Business Administration - Troy University
6+ years' invasive and industrial herbicide application experience
Licensed for Pesticide Applications: MS, AL, FL, GA, OH, LA, MS, TN

Brandon Kidd - Major Projects

B.S. Agricultural Science - Mississippi State University 15 Years' experience in Herbicide applications and Major Project Management
Executive Board Member 2015-2016, MVMA *Licensed for Pesticide Applications: MS, AL, FL, GA, OH, LA, TN, KY, TX*

Michael Schuhmann - Turf grass Management

B.S. Science & Agronomy - Mississippi State University 18 Years' experience in Turf grass & Herbicide applications 9 Years' MDOT Roadside Development Manager Executive Board MVMA

Joseph Threet - Business Development

B.S. Agricultural Science - Mississippi State University 12 years' agricultural herbicide technology experience
Licensed for Pesticide Applications: MS, AL, FL, GA, OH, LA, MS, TN, KY, NC, TX, OK, WV, IN, IL, MO, KS

Jamie Rauch-Sales Manager

B.S. Human Resource Management- Faulkner University
9+ years Bidding, Contract Management, Sales Administration, and Public Relations/Communication

Traci Migliorisi-Corporate Finance Administrator

Accounting/Finance Business Management
10+ years Accounting and Finance Management, Accounts Receivable/Payable

ChemPro uses chemistry and experience to do a safer, better job.

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

CHEMPRO SERVICES, INC
3311 GULF BREEZE PKWY #350
GULF BREEZE, FL 32563

is duly registered and entitled to perform

- 1) EROSION CONTROL
- 2) HERBICIDE APPLICATION
- 3) RIGHT OF WAY CLEARING & TRIMMING

(We have herewith set our hand and caused the Clerk of the Mississippi Board of Contractors to be affixed this 25 day of Feb., 2023



CERTIFICATE OF RESPONSIBILITY

No. 21544-SC

Expires Feb. 25, 2024

Joel A. Canfield

CHAIRMAN OF THE BOARD

STATE OF MISSISSIPPI
PROFESSIONAL SERVICES LICENSE

DEPARTMENT OF AGRICULTURE & COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762

ID No: 40308

Date Issued: 7/27/2022

BRANDON WAYNE KIDD
2953 Bienville Blvd #132
Ocean Springs, MS 39564

The above named individual has complied with the provisions of § 69-19-1 — 69-19-15, Mississippi
Code 1972, and is entitled to engage in professional services for

CHEMPRO SERVICES, INC.
in the license categories
ROWL



Expiration: 4/6/2024


Laura Voller, Director

STATE OF MISSISSIPPI
PROFESSIONAL SERVICES LICENSE

DEPARTMENT OF AGRICULTURE & COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762

ID No: 35364

Date Issued: 10/12/2022

ADAM MORGAN
2953 Bienville Blvd #132
Ocean Springs, MS 39564

The above named individual has complied with the provisions of § 69-19-1 — 69-19-15, Mississippi Code 1972, and is entitled to engage in professional services for

CHEMPRO SERVICES, INC.
in the license categories
ROWL, LSL, HCWL

Expiration: 8/31/2026


Laura Vollar, Director



STATE OF MISSISSIPPI
PROFESSIONAL SERVICES LICENSE

DEPARTMENT OF AGRICULTURE & COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762

ID No: 43315

Date Issued: 10/12/2021

MICHAEL ANDREW SCHUHMAN
2953 Bienville Blvd #132
Ocean Springs, MS 39564

The above named individual has complied with the provisions of § 69-19-1 — 69-19-15, Mississippi Code 1972, and is entitled to engage in professional services for

CHEMPRO SERVICES, INC.
in the license categories
AGWL, AQWL, ROWL, HCWL

Expiration: 10/31/2024


Laura Voller, Director



MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
LICENSE/PERMIT CERTIFICATE

ID. NO: 40308 ISSUED: 7/27/2022 EXPIRES ON: 4/6/2024
LICENSE/PERMIT CATEGORY:

ROWL

MR. BRANDON WAYNE KIDD
CHEMPRO SERVICES, INC.
2953 BIENVILLE BLVD # 132
OCEAN SPRINGS, MS, 39564

INDIVIDUAL MAY PERFORM SERVICES IN:
AQW,ROW,HCW


Laura Voller, Director

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
LICENSE/PERMIT CERTIFICATE

ID. NO: 35364 ISSUED: 10/12/2022 EXPIRES ON: 8/31/2026
LICENSE/PERMIT CATEGORY:

ROWL,LSL,HCWL

MR. ADAM MORGAN
CHEMPRO SERVICES, INC.
2953 BIENVILLE BLVD # 132
OCEAN SPRINGS, MS, 39564

INDIVIDUAL MAY PERFORM SERVICES IN:
HCW,LS,ROW


Laura Voller, Director

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
LICENSE/PERMIT CERTIFICATE

ID. NO: 43315 ISSUED: 10/12/2021 EXPIRES ON: 10/31/2024
LICENSE/PERMIT CATEGORY:

AGWL,AQWL,ROWL,HCWL

MR. MICHAEL ANDREW SCHUHMAN
CHEMPRO SERVICES, INC.
2953 BIENVILLE BLVD. #132
OCEAN SPRINGS, MS, 39564

INDIVIDUAL MAY PERFORM SERVICES IN:
HCW,AGW,ROW,AQW


Laura Voller, Director

MISSISSIPPI DEPARTMENT OF AGRICULTURE & COMMERCE
BUREAU OF PLANT INDUSTRY
CERTIFIED COMMERCIAL PESTICIDE APPLICATOR CERTIFICATE

CERTIFICATE NO. CA11930 EXPIRATION DATE: 12/31/2025

CATEGORIES: VI

Joseph Adam Threet
3311 Gulf Breeze Pkwy # 350
Gulf Breeze, FL 32563-


Laura Voller, Director

ISSUED: 10/12/2022

MISUSE OF THIS CERTIFICATE IS A VIOLATION OF THE LAW
SEE OTHER SIDE FOR CATEGORY CODE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valent Group, LLC 1110 Montlmar Drive Suite 400 Mobile AL 36609	CONTACT NAME: Danelle Stokes PHONE (A/C, No, Ext): (251) 544-7237 E-MAIL ADDRESS: dstokes@valentgroup.com FAX (A/C, No):
INSURED ChemPro Services, Inc. 3311 Gulf Breeze Pkwy #350 Gulf Breeze FL 32563	INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Company NAIC # 18290 INSURER B: National Trust Insurance Company 20141 INSURER C: American Interstate Ins. Co 31895 INSURER D: Aspen Specialty Insurance Company 10717 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual liability included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	CPP100030653-05	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Ltd. Pollution liability \$ 100,000	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	CA100005948-07	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	UMB100018012-06	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 FOLLOW FORM \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	Y	AVWCAL3125752022	10/01/2022	10/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Pollution Liability \$25,000 per incident deductible			ER00NYP22	10/01/2022	10/01/2023	Each Occurrence \$ 1,000,000 Aggregate \$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsha Deane

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ChemPro Services, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 3311 Gulf Breeze Pkwy #350	Requester's name and address (optional)	
6 City, state, and ZIP code Gulf Breeze, FL 32563		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	0	-	1	7	1	6	0	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Aaron Hayek</i>	Date ► 1/9/23
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SAFETY DATA SHEET

EMERGENCY CALL: 1-800-424-9300 (CHEMTREC)



1. IDENTIFICATION

PRODUCT NAME: WHETSTONE™ Herbicide

DESCRIPTION: A liquid herbicide.

EPA Reg. No.: 81927-82

COMPANY IDENTIFICATION:

Alligare, LLC

1565 5th Avenue

Opelika, AL 36801

2. HAZARD IDENTIFICATION

This product is not hazardous according to OSHA Hazard Communication Standard 29 CFR 1910.1200.

HAZARD CLASSIFICATION

Health Hazard
None

Category
-

Physical Hazards
None

Category
-

Environmental Hazards
None

Category
-

HAZARDS NOT OTHERWISE CLASSIFIED (HNOC)

None

PRECAUTIONARY STATEMENTS

None

3. COMPOSITION / INFORMATION ON INGREDIENTS

<u>Common Name</u>	<u>Chemical Name</u>	<u>CAS #</u>	<u>Composition</u>
Aminopyralid Triisopropanolamine Salt	2-Pyridinecarboxylic acid, 4-amino-3,6-dichloro-, compd. with 1,1',1''-nitrilotris[2-propanol] (1:1)	566191-89-7	40.6%
Triisopropanolamine	2-Propanol, 1,1',1''-nitrilotris-	122-20-3	1.5%

NOTE: Ingredients not precisely identified are proprietary or non-hazardous. Values are not product specifications.

4. FIRST AID MEASURES

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact 1-800-424-9300 for emergency medical treatment information.

5. FIREFIGHTING MEASURES

Flash Point (CC): >100°C

Flammable Limits (LFL-UFL): Not determined

Fire and Explosion Hazards: None known.

Extinguishing Medium: None known.

Fire Fighting Equipment: Firefighters should be equipped with self-container positive pressure breathing apparatus and full bunker gear.

Fire Fighting Instructions: Collect contaminated fire extinguishing water separately. This must not be discharged into drains. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.

Remove undamaged containers from fire area if it is safe to do so. Evacuate area. Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Use water spray to cool unopened containers.

5. FIREFIGHTING MEASURES (CONT.)

Hazardous Combustion Products: Under fire conditions some components of this product may decompose. The smoke may contain unidentified toxic and/or irritating compounds. Combustion products may include and are not limited to: Nitrogen oxides. Hydrogen chloride. Carbon monoxide. Carbon dioxide.

NFPA Ratings: Health – 1 / Flammability – 1 / Reactivity - 0

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection.

Spill Cleanup: Contain spilled material if possible. Absorb with materials such as clay, dirt, sand. Sweep up and collect in suitable and properly labeled containers. See Section 13, Disposal Considerations, for additional information.

7. HANDLING AND STORAGE

Handling: Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet.

Storage: If this product is exposed to subfreezing temperatures, the active ingredient may crystallize and settle out of solution. Under these conditions the product should be warmed to at least 40°F and agitated well to dissolve any crystallized active ingredient prior to use.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering Controls: Workplace should be equipped with a shower and eye-wash station.

Component	Regulation	Type of listing	Value/Notation
Triisopropanolamine	Dow IHG	TWA	10 mg/m ³

Protective Clothing: Applicators and other handlers must wear: long-sleeved shirt and long pants, and shoes plus socks.

General: Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and warm/tepid water. Keep and wash PPE separately from other laundry

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	brown liquid	Dynamic viscosity:	12.2 cP @ 20°C
Odor:	mild		(68°F)
Melting/freezing point:	<-10°C(<14°F)	Solubility:	soluble
Boiling point/Boiling range:	not available	Partition coefficient:	not available
Flammability:	not available	Vapor pressure:	not available
Flammability limits (upper/lower):	not available	Liquid Density:	1.1401 g/mL @
Flash point (cc):	>100°C (>212°F)		20°C (68°F)
Auto-ignition temperature:	none below 400°C	Relative vapor density:	not available
Decomposition temperature:	not available	Particle characteristics:	not available
pH:	7.3 (electrode)		

10. STABILITY AND REACTIVITY

CONDITIONS TO AVOID: None known.

CHEMICAL STABILITY: No decomposition if stored and applied as directed. Stable under all normal use and storage conditions.

HAZARDOUS DECOMPOSITION PRODUCTS: Decomposition products depend upon temperature, air supply and the presence of other materials. Decomposition products can include and are not limited to hydrogen chloride and nitrogen oxides.

INCOMPATIBILITY WITH OTHER MATERIALS: Strong oxidizers

HAZARDOUS POLYMERIZATION: Will not occur.

11. TOXICOLOGICAL INFORMATION

ORAL TOXICITY (rat LD₅₀): > 5,000 mg/kg

DERMAL TOXICITY (rat LD₅₀): > 5,000 mg/kg

INHALATION TOXICITY (rat LC₅₀): > 5.79 mg/L (4-hour)

EYE IRRITATION: Essentially nonirritating to eyes.

SKIN IRRITATION: Essentially nonirritating to skin.

SKIN SENSITIZATION: Not a contact sensitizer. (Guinea Pig)

CARCINOGENICITY:

EPA: Not Likely to be Carcinogenic to Humans (Aminopyralid)

ACGIH: Not listed **NTP:** Not Listed

IARC: Not Listed **OSHA:** Not Listed

REPRODUCTIVE TOXICITY / DEVELOPMENTAL TOXICITY / TERATOGENICITY: Did not cause birth defects or any other fetal effects in laboratory animals. In animal studies, did not interfere with reproduction.

MUTAGENICITY TOXICITY: In vitro genetic toxicity studies were negative. Animal genetic toxicity studies were negative.

12. ECOLOGICAL INFORMATION

Aminopyralid is practically non-toxic to fish, birds, mammals, aquatic invertebrates and honeybee adults on acute exposure basis. Pesticide is highly toxic to algae/aquatic plants on an acute basis.

AQUATIC TOXICITY

Rainbow Trout (96-hr LC₅₀): 360 mg/L

Sheepshead Minnow (96-hr LC₅₀): >100 mg/L

Water Flea (48-hr LC₅₀): >460 mg/L

Mysid Shrimp (96-hr LC₅₀): >104 mg/L

For similar materials(s)

Very highly toxic to aquatic organisms on an acute basis (LC₅₀/EC₅₀):

<0.1 mg/L

Green Algae (72-hr EC₅₀): >1,000 mg/L

Myriophyllum spicatum (14-d EC₅₀ / NOAEC): 0.363 mg/L / 0.0639 mg/L

12. ECOLOGICAL INFORMATION (CONT.)

AVIAN TOXICITY

Bobwhite Quail (Dietary LC₅₀): >21,422 mg/kg

Bobwhite Quail (Oral LD₅₀): >10,000 ppm

BEE TOXICITY

Honey Bee (Oral LD₅₀): >460 µg/bee

Honey Bee (Contact LD₅₀): >460 µg/bee

PERSISTENCE AND DEGRADABILITY

Material is not readily biodegradable according to OECD/EEC guidelines.

13. DISPOSAL CONSIDERATIONS

PESTICIDE DISPOSAL: Waste resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

CONTAINER DISPOSAL: Nonrefillable and refillable containers. Refer to the product label for specific container handling instructions.

14. TRANSPORT INFORMATION

UN Number:	UN3082
Proper Shipping Name:	Environmentally hazardous substance, liquid, N.O.S. (contains aminopyralid triisopropanolamine salt)
Transport Hazard Class:	9
Packing Group:	III
Hazard Zone:	None
Marine Pollutant:	Yes ¹
Hazardous Substance RQ:	None
Labels / Placards:	US-DOT: Class 9 Environmentally Hazardous Substance ² IMDG, IATA: Class 9 Environmentally Hazardous Substance ³
Emergency Guide:	171 (NAERG – North American Emergency Response Guide)
¹ Marine Pollutant Note:	Ground-only shipments are excluded from Marine Pollutant labeling requirements as per 49CFR§172.101 Appendix B(4). For any shipments involving all or part of the transport by vessel, the shipment must be classified as a Marine Pollutant unless a limited quantity exemption applies (see note 3 below).
² US-DOT Note:	Not regulated for "ground only" shipments.
³ IMDG / IATA Note:	Not regulated when shipped in single or inner packaging ≤ 1.3 gal. (5 L).

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Transportation classifications may vary by container volume and may be influenced by regional or country variations in regulations. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

15. REGULATORY INFORMATION

FIFRA –

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. The following is the hazard information as required on the pesticide label:

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION: Causes moderate eye irritation.

See inside label booklet for additional Precautionary Statements and Directions for Use including Storage and Disposal instructions.

ENVIRONMENTAL HAZARDS

This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination. Application around a cistern or well may result in contamination of drinking water or groundwater.

15. REGULATORY INFORMATION (CONT.)

All pesticides are governed under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). The regulatory information presented below is pertinent only when this product is handled outside of the normal use and application as a pesticide. This product is excluded from listing requirements under EPA/TSCA.

SARA Title III – Section 302 Extremely Hazardous Substances

Not listed

SARA Title III – Section 311/312 Hazard Categories

Immediate (acute)

SARA Title III – Section 312 Threshold Planning Quantity

N/A

SARA Title III – Section 313 Reportable Ingredients

None

CERCLA –

None

CALIFORNIA PROP 65 STATUS –

This product does not contain any chemicals known to the state of California to cause cancer or reproductive harm.

CANADA –

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all of the information required by CPR.

16. OTHER INFORMATION

THIS INFORMATION IN THIS SDS IS BASED ON DATA AVAILABLE AS OF THE REVISION DATE GIVEN HEREIN, AND BELIEVED TO BE CORRECT. CONTACT ALLIGARE, LLC TO CONFIRM IF YOU HAVE THE MOST CURRENT MSDS. JUDGMENTS AS TO THE SUITABILITY OF THE INFORMATION HEREIN FOR THE INDIVIDUAL'S OWN USE OR PURPOSES IS NECESSARILY THE INDIVIDUAL'S OWN RESPONSIBILITY. ALTHOUGH REASONABLE CARE HAS BEEN TAKEN IN THE PREPARATION OF SUCH INFORMATION, ALLIGARE, LLC EXTENDS NO WARRANTIES, MAKES NO REPRESENTATIONS, AND ASSUMES NO RESPONSIBILITY AS TO THE ACCURACY OR SUITABILITY OF SUCH INFORMATION FOR APPLICATION TO THE INDIVIDUAL'S PURPOSES OR THE CONSEQUENCES OF ITS USE.

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA APPROVED PRODUCT LABELING (attached to and accompanying the product container). This SDS provides important health, safety, and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities generally other than product use, while the labeling provides that information specifically for product use in the ordinary course.

SDS Version: 1.0

Effective Date: 10/08/2020

SAFETY DATA SHEET

EMERGENCY CALL: 1-800-424-9300 (CHEMTREC)



1. IDENTIFICATION

PRODUCT NAME: Alligare Triclopyr 3

DESCRIPTION: A liquid herbicide.

EPA Reg. No.: 81927-13

COMPANY IDENTIFICATION:

Alligare, LLC

13 N. 8th Street

Opelika, AL 36801

2. HAZARD IDENTIFICATION

DANGER

Causes serious eye damage (H318)

Harmful if swallowed or inhaled (H302+H332)

May cause an allergic skin reaction (H317)

May be harmful in contact with skin (H313)

Flammable liquid and vapor (H226)



HAZARD CLASSIFICATION

Health Hazard	Category	Other Hazards	Category
Eye Damage / Irritation	1	Flammable Liquids	3
Acute Toxicity, Oral	4		
Acute Toxicity, Inhalation	4		
Acute Toxicity, Dermal	5		
Sensitization, Skin	1B		

PRECAUTIONARY STATEMENTS

Wear eye protection and protective gloves. Avoid breathing fumes or spray. Use only outdoors or in a well-ventilated area. Wash hands and exposed skin thoroughly after handling. Do not eat, drink or smoke when using this product. Contaminated work clothing should not be allowed out of the workplace. (P280+P261+P271+P264+P270+P272)

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison control center or doctor. (P305+P351+P338+P310)

IF SWALLOWED: Call a poison control center or doctor if you feel unwell. Rinse mouth. (P301+P312+P330)

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a poison control center or doctor if you feel unwell.

IF ON SKIN: Wash with plenty of water. If skin irritation or rash occurs: Get medical attention. Take off contaminated clothing and wash it before reuse. (P302+P352+P333+P313+P362+P364)

Keep away from flames and hot surfaces. No smoking. (P210)

IN CASE OF FIRE: Use water fog, foam, dry chemical or carbon dioxide (CO₂) to extinguish. (P370+P378)

Store in a well-ventilated place and keep cool. (P403 + P235)

Dispose of contents / container in accordance with local regulations. Refer to the product label for specific disposal instructions. (P501)

3. COMPOSITION / INFORMATION ON INGREDIENTS

Common Name	Chemical Name	CAS #	Composition
Triclopyr	3,5,6-trichloro-2-pyridinyloxyacetic acid, triethylamine salt	57213-89-1	44.4%
Triethylamine	N,N-Diethylethanamine	121-44-8	16.25%
Ethylenediaminetetraacetic Acid (EDTA)	N,N'-1,2-Ethanediybis-[N-(carboxymethyl)glycine] trisodium salt	60-00-4	2.5%

4. FIRST AID MEASURES

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact 1-800-424-9300 for emergency medical treatment information.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a doctor or poison control center.

IF SWALLOWED: Immediately call a doctor or poison control center. Rinse mouth.

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a doctor or poison control center if you feel unwell.

IF ON SKIN OR CLOTHING: Wash with plenty of water. If skin irritation or rash occurs: Get medical advice/attention. Take off contaminated clothing and wash it before reuse.

5. FIREFIGHTING MEASURES

Fire and Explosion Hazards: May decompose in fire due to thermal decomposition, releasing irritating and toxic gases.

Means of Extinction: Use water spray, CO₂, foam or dry chemical.

Fire Fighting Instructions: Evacuate area and fight fire upwind from a safe distance to avoid possible hazardous fumes and decomposition products. Dike runoff and do not allow runoff to enter sewers, storm drains or waterways. Foam and dry chemical extinguishing systems are preferred to prevent environmental damage from excessive water runoff.

Firefighting Equipment: Self-contained breathing apparatus with full face piece and full bunker gear.

Hazardous Combustion Products: Hydrogen chloride, oxides of nitrogen, chlorinated pyridine, phosgene.

NFPA Ratings: Health: 3 / Flammability: 2 / Reactivity: 0

6. ACCIDENTAL RELEASE MEASURES

Clean up spills immediately observing the precautions in Section 8 of this SDS. Isolate the hazard area and keep unnecessary and unprotected personnel from entering. Prevent material from contaminating soil or from entering sewage and drainage systems and bodies of water.

Small Spills: Absorb small spills on sand, vermiculite or other inert absorbent. Place contaminated material in appropriate container for disposal.

Large Spills: Dike large spills using absorbent or impervious materials such as clay or sand. Recover and contain as much free liquid as possible for reuse. Allow absorbed material to solidify, scrape up and place in an appropriate container for disposal. After removal, flush contaminated area thoroughly with water, observing all environmental regulations. Recover wash liquid with additional absorbent and place in container for disposal.

7. HANDLING AND STORAGE

Handling: Do not allow to come into contact with skin, eyes and clothing. Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

Storage: Store in a cool, dry place and in such a manner as to prevent cross contamination with other pesticides, fertilizers, food, and feed. Store in original container and out of the reach of children, preferably in a secured storage area.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering Controls: Facilities storing or utilizing this material should be equipped with an eyewash station and a safety shower.

Protective Clothing: Long-sleeved shirt, long pants and shoes plus socks, protective eyewear, and chemical resistant gloves (≥ 14 mils) such as butyl rubber, natural rubber, neoprene rubber, or nitrile rubber.

General: Wash thoroughly with soap and water after handling. Discard clothing and other absorbent materials that have been heavily contaminated with this product; do not reuse them. Follow the manufacturer's instructions for cleaning and maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Light pink liquid	pH:	8.5 – 9.0
Odor:	Slight ammonia-like	Kinematic viscosity:	not available
Melting/freezing point:	not available	Solubility:	soluble
Boiling point/Boiling range:	not available	Partition coefficient:	not available
Flammability:	not available	Vapor pressure:	not available
Flammability limits (upper/lower):	not available	Density:	1.14 g/mL @ 68°F
Flash point:	43.3°C (110°F)	Relative vapor density:	not available
Auto-ignition temperature:	not available	Particle characteristics:	not available
Decomposition temperature:	not available		

10. STABILITY AND REACTIVITY

CONDITIONS TO AVOID: Temperatures above 105°F (40°C) and below 40°F (6°C)

CHEMICAL STABILITY: Stable under normal use and transportation situations.

HAZARDOUS DECOMPOSITION PRODUCTS: Heat may cause decomposition generating hydrogen chloride, oxides of nitrogen, chlorinated pyridine and / or phosgene.

INCOMPATIBILITY WITH OTHER MATERIALS: Strong acids and oxidizing agents.

HAZARDOUS REACTIONS: None known.

HAZARDOUS POLYMERIZATION: Will not occur.

11. TOXICOLOGICAL INFORMATION

ORAL TOXICITY (rat LD₅₀): > 1,500 mg/kg

DERMAL TOXICITY (rat LD₅₀): > 2,000 mg/kg

INHALATION TOXICITY (rat LC₅₀): > 2.5 mg/L (4-hour)

EYE IRRITATION: Rabbit – Corrosive

SKIN IRRITATION: Rabbit – Slightly irritating

SKIN SENSITIZATION: Guinea Pig – Potential sensitizer after repeated exposure to concentrate

CARCINOGENICITY:

EPA: Not Listed

ACGIH: Not Listed

IARC: Not Listed

NTP: Not Listed

OSHA: Not Listed

MUTAGENIC TOXICITY: Little evidence of mutagenic effects during *in vivo* or *in vitro* studies.

REPRODUCTIVE TOXICITY: No evidence in animal studies.

12. ECOLOGICAL INFORMATION

This herbicide is injurious to plants at extremely low concentrations. Nontarget plants may be adversely affected from drift and run-off. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment wash water. Under certain conditions, oxygen depletion or loss due may result due to decomposition of dead plants, which may contribute to fish suffocation.

This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

13. DISPOSAL CONSIDERATIONS

Do not contaminate water, food or feed by disposal.

PESTICIDE DISPOSAL: Pesticide wastes are toxic. Improper disposal of excess pesticide, or rinsate is a violation of Federal Law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste Representative at the nearest EPA Regional Office for guidance. Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

CONTAINER DISPOSAL: Nonrefillable container. Do not reuse or refill this container. Refer to the product label for specific container handling instructions.

14. TRANSPORT INFORMATION

UN Number:	UN1993
Proper Shipping Name:	Flammable liquid, N.O.S. (contains triethylamine)
Transport Hazard Class:	3
Packing Group:	III
Hazard Zone:	A
Marine Pollutant:	No
Hazardous Substance RQ:	None
Labels / Placards:	US-DOT: Combustible Liquid ¹ IMDG, IATA: Class 3 Flammable Liquid ²
Emergency Guide:	128 (NAERG – North American Emergency Response Guide)
² US-DOT Note:	Not regulated for "ground only" transport when shipped in containers <119 gal (450 Liters). If shipped in bulk: NA1993, Combustible Liquid, N.O.S. (contains triethylamine), PG III.
³ IMDG / IATA Note:	Not regulated when shipped in single or inner packaging ≤ 1.3 gal (5 L).

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Transportation classifications may vary by container volume and may be influenced by regional or country variations in regulations. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

15. REGULATORY INFORMATION

FIFRA –

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. The following is the hazard information as required on the pesticide label:

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

DANGER: Corrosive. Causes irreversible eye damage. Harmful if absorbed through skin or swallowed. Do not get in eyes or on clothing.

See inside label booklet for additional Precautionary Statements and Directions for Use including Storage and Disposal instructions.

ENVIRONMENTAL HAZARDS

For terrestrial uses, do not apply directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

For aquatic uses, under certain conditions, treatment of aquatic weeds can result in oxygen depletion or loss due to decomposition of dead plants, which may contribute to fish suffocation. This loss can cause fish suffocation. Therefore, to minimize this hazard, do not treat more than one-third to one-half of the water area in a single operation and wait at least 10 to 14 days between treatments. Begin treatment along the shore and proceed outwards in bands to allow fish to move into untreated areas. Consult with the State agency for fish and game before applying to public water to determine if a permit is needed.

All pesticides are governed under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). The regulatory information presented below is pertinent only when this product is handled outside of the normal use and application as a pesticide. This product is excluded from listing requirements under EPA/TSCA.

SARA Title III – Section 302 Extremely Hazardous Substances

Not listed

SARA Title III – Section 311/312 Hazard Categories

Immediate, Delayed, Fire

SARA Title III – Section 312 Threshold Planning Quantity

N/A

SARA Title III – Section 313 Reportable Ingredients

Triethylamine (CAS No. 121-44-8): 16.25%

CERCLA –

Triethylamine (CAS No. 121-44-8): 16.25%, RQ: 5,000

ETDA (CAS No. 60-00-4): 2.5%, RQ: 5,000

CALIFORNIA PROP 65 STATUS –

This product does not contain any chemical known to the state of California to cause cancer or reproductive toxicity.

CANADA –

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all of the information required by CPR.

16. OTHER INFORMATION

THIS INFORMATION IN THIS SDS IS BASED ON DATA AVAILABLE AS OF THE REVISION DATE GIVEN HEREIN, AND BELIEVED TO BE CORRECT. CONTACT ALLIGARE, LLC TO CONFIRM IF YOU HAVE THE MOST CURRENT MSDS. JUDGMENTS AS TO THE SUITABILITY OF THE INFORMATION HEREIN FOR THE INDIVIDUAL'S OWN USE OR PURPOSES IS NECESSARILY THE INDIVIDUAL'S OWN RESPONSIBILITY. ALTHOUGH REASONABLE CARE HAS BEEN TAKEN IN THE PREPARATION OF SUCH INFORMATION, ALLIGARE, LLC EXTENDS NO WARRANTIES, MAKES NO REPRESENTATIONS, AND ASSUMES NO RESPONSIBILITY AS TO THE ACCURACY OR SUITABILITY OF SUCH INFORMATION FOR APPLICATION TO THE INDIVIDUAL'S PURPOSES OR THE CONSEQUENCES OF ITS USE.

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA APPROVED PRODUCT LABELING (attached to and accompanying the product container). This SDS provides important health, safety, and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities generally other than product use, while the labeling provides that information specifically for product use in the ordinary course.

SDS Version: 3.0

Effective Date: 08/02/2018

MONSANTO COMPANYSafety Data Sheet
Commercial Product**1. PRODUCT AND COMPANY IDENTIFICATION****Product name****Roundup Custom[™] for Aquatic & Terrestrial Use****EPA Reg. No.**

524-343

Product use

Herbicide

Chemical name

Not applicable.

Synonyms

None.

Company

MONSANTO COMPANY, 800 N. Lindbergh Blvd., St. Louis, MO, 63167

Telephone: 800-332-3111, Fax: 314-694-5557

E-mail: safety.datasheet@monsanto.com

Emergency numbers

FOR CHEMICAL EMERGENCY, SPILL LEAK, FIRE, EXPOSURE, OR ACCIDENT Call CHEMTREC - Day or Night: 1-800-424-9300 toll free in the continental U.S., Puerto Rico, Canada, or Virgin Islands. For calls originating elsewhere: 703-527-3887 (collect calls accepted).

FOR MEDICAL EMERGENCY - Day or Night: +1 (314) 694-4000 (collect calls accepted).

2. HAZARDS IDENTIFICATION**Emergency overview****Appearance and odour (colour/form/odour):** Colourless - Amber / Liquid, (viscous) / Odourless

CAUTION!

Potential health effects**Likely routes of exposure**

Skin contact, eye contact, inhalation

Eye contact, short term

Not expected to produce significant adverse effects when recommended use instructions are followed.

Skin contact, short term

Not expected to produce significant adverse effects when recommended use instructions are followed.

Inhalation, short term

Not expected to produce significant adverse effects when recommended use instructions are followed.

Single ingestion

Not expected to produce significant adverse effects when recommended use instructions are followed.

Refer to section 11 for toxicological and section 12 for environmental information.

OSHA Status

This product is not hazardous according to the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

3. COMPOSITION/INFORMATION ON INGREDIENTS**Active ingredient**

Isopropylamine salt of N-(phosphonomethyl)glycine; {Isopropylamine salt of glyphosate}

Composition

COMPONENT	CAS No.	% by weight (approximate)
Isopropylamine salt of glyphosate	38641-94-0	53.8
Water	7732-18-5	46.2

4. FIRST AID MEASURES

Use personal protection recommended in section 8.

Eye contact

If in eyes, hold eye open and rinse slowly and gently for 15-20 minutes. Remove contact lenses, if present, after first 5 minutes, then continue rinsing. Call a poison control center or doctor for treatment advice.

Skin contact

Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
Wash clothes and clean shoes before re-use.

Inhalation

If inhaled, move person to fresh air. If person is not breathing, call emergency number or ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible. Call a poison control center or doctor for treatment advice.

Ingestion

Call poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison center or doctor. Do not give anything by mouth to an unconscious person.

Advice to doctors

This product is not an inhibitor of cholinesterase.

Antidote

Treatment with atropine and oximes is not indicated.

5. FIRE-FIGHTING MEASURES

Flash point

Does not flash.

Extinguishing media

Recommended: Water, foam, dry chemical, carbon dioxide (CO2)

Unusual fire and explosion hazards

None.

Minimise use of water to prevent environmental contamination.

Environmental precautions: see section 6.

Hazardous products of combustion

Carbon monoxide (CO), phosphorus oxides (P_xO_y), nitrogen oxides (NO_x)

Fire fighting equipment

Self-contained breathing apparatus.

Equipment should be thoroughly decontaminated after use.

6. ACCIDENTAL RELEASE MEASURES

Environmental precautions

SMALL QUANTITIES:

Low environmental hazard.

LARGE QUANTITIES:

Minimise spread.

Keep out of drains, sewers, ditches and water ways.

Methods for cleaning up

SMALL QUANTITIES:

Absorb only in non-combustible material.

Sweep, scoop or vacuum to remove.

LARGE QUANTITIES:

Absorb in earth, sand or absorbent material.

Dig up heavily contaminated soil.

Collect in containers for disposal.

Flush residues with small quantities of water.

Minimise use of water to prevent environmental contamination.

Refer to section 7 for types of containers.

Refer to section 13 for disposal of spilled material.

Use handling recommendations in Section 7 and personal protection recommendations in Section 8.

7. HANDLING AND STORAGE

Good industrial practice in housekeeping and personal hygiene should be followed.

Handling

Avoid contact with eyes, skin and clothing.

When using do not eat, drink or smoke.

Wash hands thoroughly after handling or contact.

Wash contaminated clothing before re-use.

Thoroughly clean equipment after use.

Do not contaminate drains, sewers and water ways when disposing of equipment rinse water.

Refer to section 13 of the safety data sheet for disposal of rinse water.

Emptied containers retain vapour and product residue.

Storage

Minimum storage temperature: -15 °C

Maximum storage temperature: 50 °C

Compatible materials for storage: stainless steel, fibreglass, plastic

Incompatible materials for storage: galvanised steel, unlined mild steel, see section 10.

Keep out of reach of children.

Keep away from food, drink and animal feed.

Keep only in the original container.

Keep container tightly closed in a cool, well-ventilated place.

Partial crystallization may occur on prolonged storage below the minimum storage temperature.

If frozen, place in warm room and shake frequently to put back into solution.

Minimum shelf life: 5 years.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Airborne exposure limits

Components	Exposure Guidelines
Isopropylamine salt of glyphosate	No specific occupational exposure limit has been established.

Water	No specific occupational exposure limit has been established.
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Engineering controls

No special requirement when used as recommended.

Eye protection

No special requirement when used as recommended.

Skin protection

No special requirement when used as recommended.

Respiratory protection

No special requirement when used as recommended.

When recommended, consult manufacturer of personal protective equipment for the appropriate type of equipment for a given application.

9. PHYSICAL AND CHEMICAL PROPERTIES

These physical data are typical values based on material tested but may vary from sample to sample. Typical values should not be construed as a guaranteed analysis of any specific lot or as specifications for the product.

Colour/colour range:	Colourless - Amber
Odour:	Odourless
Form:	Liquid, (viscous)
Physical form changes (melting, boiling, etc.):	
Melting point:	Not applicable.
Boiling point:	No data.
Flash point:	Does not flash.
Explosive properties:	No data.
Auto ignition temperature:	No data.
Specific gravity:	1.206 @ 20 °C / 15.6 °C
Vapour pressure:	No significant volatility; aqueous solution.
Vapour density:	No data.
Evaporation rate:	No data.
Dynamic viscosity:	No data.
Kinematic viscosity:	No data.
Density:	1.206 g/cm3 @ 20 °C
Solubility:	Water: Completely miscible.
pH:	4.6 - 4.8 @ 63 g/l
Partition coefficient:	log Pow: < 0.000 (active ingredient)

10. STABILITY AND REACTIVITY

Stability

Stable under normal conditions of handling and storage.

Oxidizing properties

No data.

Materials to avoid/Reactivity

Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode.

Hazardous decomposition

Thermal decomposition: Hazardous products of combustion: see section 5.

Self-accelerating decomposition temperature (SADT)

No data.

11. TOXICOLOGICAL INFORMATION

This section is intended for use by toxicologists and other health professionals.

Data obtained on product, similar products and on components are summarized below.

Mutagenicity

Micronucleus test(s):

Not mutagenic.

Ames test(s):

Not mutagenic with and without metabolic activation.

Isopropylamine salt of glyphosate (62%)

Data obtained on product and components are summarized below.

Acute oral toxicity

Rat, LD50 (limit test): > 5,000 mg/kg body weight

Practically non-toxic.

FIFRA category IV.

No mortality.

Mouse, LD50 (limit test): > 5,000 mg/kg body weight

Practically non-toxic.

FIFRA category IV.

No mortality.

Acute dermal toxicity

Rabbit, LD50 (limit test): > 5,000 mg/kg body weight

Practically non-toxic.

FIFRA category IV.

No mortality.

Skin irritation

Rabbit, 6 animals, Draize test:

Days to heal: 3

Primary Irritation Index (PII): 0.0/8.0

Essentially non irritating.

FIFRA category IV.

Eye irritation

Rabbit, 6 animals, OECD 405 test:

Days to heal: 0

FIFRA category IV.

Acute inhalation toxicity

Rat, LC50, 4 hours, aerosol: > 4.24 mg/L

Practically non-toxic.

FIFRA category IV.

No mortality. Maximum attainable concentration.

Skin sensitization

Guinea pig, 3-induction Buehler test:

Positive incidence: 0 %

N-(phosphonomethyl)glycine: { glyphosate }

Mutagenicity

In vitro and in vivo mutagenicity test(s):

Not mutagenic.

Repeated dose toxicity

Rabbit, dermal, 21 days:

NOAEL toxicity: > 5,000 mg/kg body weight/day

Target organs/systems: none

Other effects: none

Rat, oral, 3 months:

NOAEL toxicity: > 20,000 mg/kg diet

Target organs/systems: none

Other effects: none

Chronic effects/carcinogenicity

Rat, oral, 24 months:

NOAEL toxicity: ~ 8,000 mg/kg diet

Target organs/systems: eyes

Other effects: decrease of body weight gain, histopathologic effects

NOEL tumour: > 20,000 ppm

Tumours: none

Toxicity to reproduction/fertility

Rat, oral, 2 generations:

NOAEL toxicity: 10,000 ppm

NOAEL reproduction: > 30,000 mg/kg diet

Target organs/systems in parents: none

Other effects in parents: decrease of body weight gain

Target organs/systems in pups: none

Other effects in pups: decrease of body weight gain

Effects on offspring only observed with maternal toxicity.

Developmental toxicity/teratogenicity

Rat, oral, 6 - 19 days of gestation:

NOAEL toxicity: 1,000 mg/kg body weight

NOAEL development: 1,000 mg/kg body weight

Other effects in mother animal: decrease of body weight gain, decrease of survival

Developmental effects: weight loss, post-implantation loss, delayed ossification

Effects on offspring only observed with maternal toxicity.

Rabbit, oral, 6 - 27 days of gestation:

NOAEL toxicity: 175 mg/kg body weight

NOAEL development: 175 mg/kg body weight

Target organs/systems in mother animal: none

Other effects in mother animal: decrease of survival

Developmental effects: none

12. ECOLOGICAL INFORMATION

This section is intended for use by ecotoxicologists and other environmental specialists.

Data obtained on components are summarized below.

Isopropylamine salt of glyphosate (62%)

Aquatic toxicity, fish

Bluegill sunfish (*Lepomis macrochirus*):

Acute toxicity, 96 hours, static, LC50: > 1,000 mg/L

Practically non-toxic.

Rainbow trout (*Oncorhynchus mykiss*):

Acute toxicity, 96 hours, static, LC50: > 1,000 mg/L

Practically non-toxic.

Aquatic toxicity, invertebrates**Water flea (*Daphnia magna*):**

Acute toxicity, 48 hours, static, EC50: 930 mg/L

Practically non-toxic.

Aquatic toxicity, algae/aquatic plants**Green algae (*Scenedesmus subspicatus*):**

Acute toxicity, 72 hours, static, EbC50 (biomass): 72.9 mg/L

Slightly toxic.

Soil organism toxicity, invertebrates**Earthworm (*Eisenia foetida*):**

Acute toxicity, 14 days, LC50: > 5,000 mg/kg dry soil

Practically non-toxic.

N-(phosphonomethyl)glycine; { glyphosate }**Avian toxicity****Bobwhite quail (*Colinus virginianus*):**

Dietary toxicity, 5 days, LC50: > 4,640 mg/kg diet

No more than slightly toxic.

Mallard duck (*Anas platyrhynchos*):

Dietary toxicity, 5 days, LC50: > 4,640 mg/kg diet

No more than slightly toxic.

Bobwhite quail (*Colinus virginianus*):

Acute oral toxicity, single dose, LD50: > 3,851 mg/kg body weight

Practically non-toxic.

Arthropod toxicity**Honey bee (*Apis mellifera*):**

Oral, 48 hours, LD50: 100 µg/bee

Honey bee (*Apis mellifera*):

Contact, 48 hours, LD50: > 100 µg/bee

Practically non-toxic.

Bioaccumulation**Bluegill sunfish (*Lepomis macrochirus*):**

Whole fish: BCF: < 1

No significant bioaccumulation is expected.

Dissipation**Soil, field:**

Half life: 2 - 174 days

Koc: 884 - 60,000 L/kg

Adsorbs strongly to soil.

Water, aerobic:

Half life: < 7 days

13. DISPOSAL CONSIDERATIONS

Product

Not classified as hazardous waste by the Resource, Conservation and Recovery Act (RCRA), 40 CFR 261.

Keep out of drains, sewers, ditches and water ways.

Recycle if appropriate facilities/equipment available.

Burn in proper incinerator.

Follow all local/regional/national/international regulations.

Container

Dispose of as non hazardous industrial waste.

See the individual container label for disposal information.
Emptied containers retain vapour and product residue.
Observe all labelled safeguards until container is cleaned, reconditioned or destroyed.
Empty packaging completely.
Triple or pressure rinse empty containers.
Pour rinse water into spray tank.
Do NOT contaminate water when disposing of rinse waters.
Do NOT re-use containers.
Store for collection by approved waste disposal service.
Follow all local/regional/national/international regulations.

Use handling recommendations in Section 7 and personal protection recommendations in Section 8.

14. TRANSPORT INFORMATION

The data provided in this section is for information only. Please apply the appropriate regulations to properly classify your shipment for transportation.

Not hazardous under the applicable DOT, ICAO/IATA, IMO, TDG and Mexican regulations.

15. REGULATORY INFORMATION

TSCA Inventory

All components are on the US EPA's TSCA Inventory

SARA Title III Rules

Section 311/312 Hazard Categories

Not applicable.

Section 302 Extremely Hazardous Substances

Not applicable.

Section 313 Toxic Chemical(s)

Not applicable.

CERCLA Reportable quantity

Not applicable.

16. OTHER INFORMATION

The information given here is not necessarily exhaustive but is representative of relevant, reliable data.

Follow all local/regional/national/international regulations.

Please consult supplier if further information is needed.

For more information refer to product label.

Please consult Monsanto if further information is needed.

In this document the British spelling was applied.

® Registered trademark of Monsanto Company or its subsidiaries.

	Health	Flammability	Instability	Additional Markings
NFPA	0	1	1	

0 = Minimal hazard, 1 = Slight hazard, 2 = Moderate hazard, 3 = Severe hazard, 4 = Extreme hazard

Full denomination of most frequently used acronyms. BCF (Bioconcentration Factor), BOD (Biochemical Oxygen Demand), COD (Chemical Oxygen Demand), EC50 (50% effect concentration), ED50 (50% effect dose), I.M. (intramuscular), I.P. (intraperitoneal), I.V. (intravenous), K_{oc} (Soil adsorption coefficient), LC50 (50% lethality concentration), LD50 (50% lethality dose), LDLo (Lower limit of lethal dosage), LEL (Lower Explosion Limit), LOAEC (Lowest Observed Adverse Effect Concentration), LOAEL (Lowest Observed Adverse Effect Level), LOEC (Lowest Observed Effect Concentration), LOEL (Lowest Observed Effect Level), MEL (Maximum Exposure limit), MTD (Maximum Tolerated Dose), NOAEC (No Observed Adverse Effect Concentration), NOAEL (No Observed Adverse Effect Level), NOEC (No Observed Effect Concentration), NOEL (No Observed Effect Level), OEL (Occupational Exposure Limit), PEL (Permissible Exposure Limit), PII (Primary

Irritation Index), Pow (Partition coefficient n-octanol/water), S.C. (subcutaneous), STEL (Short-Term Exposure Limit), TLV-C (Threshold Limit Value-Ceiling), TLV-TWA (Threshold Limit Value - Time Weighted Average), UEL (Upper Explosion Limit)

This Material Safety Data Sheet (MSDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-APPROVED PRODUCT LABELING (attached to and accompanying the product container). This MSDS provides important health, safety, and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities generally other than product use, while the labeling provides that information specifically for product use in the ordinary course. Use, storage and disposal of pesticide products are regulated by the EPA under the authority of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) through the product labeling, and all necessary and appropriate precautionary, use, storage, and disposal information is set forth on that labeling. It is a violation of federal law to use a pesticide product in any manner not prescribed on the EPA-approved label.

Although the information and recommendations set forth herein (hereinafter "Information") are presented in good faith and believed to be correct as of the date hereof, MONSANTO Company or any of its subsidiaries makes no representations as to the completeness or accuracy thereof. Information is supplied upon the condition that the persons receiving same will make their own determination as to its suitability for the purposes prior to use. In no event will MONSANTO Company or any of its subsidiaries be responsible for damages of any nature whatsoever resulting from the use of or reliance upon information. NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER NATURE ARE MADE HEREUNDER WITH RESPECT TO INFORMATION OR TO THE PRODUCT TO WHICH INFORMATION REFERS.

SAFETY DATA SHEET

EMERGENCY CALL: 1-800-424-9300 (CHEMTREC)



1. IDENTIFICATION

PRODUCT NAME: Alligare Panoramic 2SL

DESCRIPTION: A liquid herbicide.

EPA Reg. No.: 66222-141-81927

COMPANY IDENTIFICATION:

Alligare, LLC

12 N. 8th Street

Opelika, AL 36801

2. HAZARD IDENTIFICATION



WARNING

Harmful if inhaled

3. COMPOSITION / INFORMATION ON INGREDIENTS

<u>Common Name</u>	<u>Chemical Name</u>	<u>CAS #</u>	<u>Composition</u>
Ammonium Salt of Imazapic	(±)-2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-methyl-3-pyridinecarboxylic acid	104098-49-9	23.3%
Ammonia Water	Ammonium Hydroxide	1336-21-6	5.4%

4. FIRST AID MEASURES

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact CHEMTREC at 1-800-424-9300 for emergency medical treatment information.

IF INHALED: Move person to fresh air and keep comfortable for breathing. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a doctor or poison control center if you feel unwell.

5. FIREFIGHTING MEASURES

Flash point: >100°C (>212°F)

Flammable Limits (LFL-UFL): N/A

Fire and Explosion Hazards: May thermally decompose in fire releasing irritating and toxic fumes.

Extinguishing Medium: Foam, CO₂, dry chemical, or water spray.

Fire Fighting Equipment: Firefighters should be equipped with self-contained positive pressure breathing apparatus and turnout gear.

Fire Fighting Instructions: Evacuate area of all unnecessary personnel and fight fire from a safe distance upwind. Contain contaminated water / firefighting water; do not allow to enter drains or waterways. Foam or dry chemical fire extinguishing systems are preferred to prevent environmental damage from excessive water runoff.

Hazardous Decomposition Products: When thermally decomposed, may release hazardous and / or toxic fumes (carbon monoxide, carbon dioxide and nitrogen oxides).

NFPA Ratings: Health – 2 / Flammability – 1 / Reactivity - 0

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Isolate area and keep unnecessary and unprotected personnel from entering. Wear suitable personal protective clothing and equipment as described in Section 8 of this document. Extinguish sources of ignition nearby and downwind and ensure adequate ventilation.

Environmental Precautions: Do not discharge into soil / subsoil or into drains / surface water / groundwater.

Large Spills: Dike spillage and recover and retain as much free liquid as possible for reuse. Pick up remainder with suitable absorbent material. Place into suitable containers for reuse or disposal in a licensed facility. After removal, thoroughly clean contaminated area with water. Collect wash water for approved disposal.

7. HANDLING AND STORAGE

Handling: Use only outdoors or in a well-ventilated area and avoid breathing spray mist. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling. Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. Wear appropriate personal protective clothing and equipment (see Section 8 below). Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. As soon as possible, wash thoroughly and change into clean clothing.

Storage: Keep out of reach of children and animals. KEEP FROM FREEZING (do not store below 20°F). Protect from temperatures above 104°F. Protect containers from physical damage.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering Controls: Facilities storing or utilizing this material should be equipped with an eyewash station and a safety shower.

Pesticide Applicators and Workers: Refer to the product label attached to the product.

Engineering Controls: Workplace should be equipped with a shower and eye-wash station.

Respiratory Protection: If ventilation is inadequate, wear a NIOS-certified (or equivalent) TC23C chemical / mechanical type filter system to remove a combination of particles, gas and vapors.

Personal Protective Equipment (PPE):

Applicators and other handlers must wear –

- Long-sleeved shirt and long pants
- Chemical-resistant gloves made of any waterproof material
- Shoes plus socks

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State: Yellow-Green Liquid

Odor: Faint Odor

pH: 6.65

Density: 1.101 g/ml

Viscosity: 3.751 @ 20°C; 2.130 @ 40°C

Solubility: Fully soluble

10. STABILITY AND REACTIVITY

CHEMICAL STABILITY: Stable under normal use and storage conditions. May decompose if heated.

CONDITIONS TO AVOID: All sources of open flame, heat and spark. Extreme temperatures. Prolonged storage.

SUBSTANCES TO AVOID: Oxidizing materials.

HAZARDOUS REACTIONS: This product is chemically stable and no hazardous reactions should occur if stored and handled as prescribed / indicated.

HAZARDOUS DECOMPOSITION PRODUCTS: When thermally decomposed, may release hazardous and / or toxic fumes (carbon monoxide, carbon dioxide and nitrogen oxides).

HAZARDOUS POLYMERIZATION: Will not occur.

11. TOXICOLOGICAL INFORMATION

ORAL TOXICITY (rat LD₅₀): > 5,000 mg/kg

DERMAL TOXICITY (rabbit LD₅₀): > 5,000 mg/kg

INHALATION TOXICITY (rat LC₅₀): > 2.38 mg/L

EYE IRRITATION: Non-irritating

SKIN IRRITATION: Non-irritating

SKIN SENSITIZATION: Not a sensitizer

CARCINOGENICITY:

EPA: Not listed.

ACGIH: Not Listed

NTP: Not Listed

IARC: Not Listed

OSHA: Not Listed

MUTAGENIC TOXICITY: Little evidence of mutagenic effects during *in vivo* and *in vitro* assays.

REPRODUCTIVE TOXICITY: No evidence in animal studies.

12. ECOLOGICAL INFORMATION

This chemical demonstrates the properties and characteristics associated with chemicals detected in ground water. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in ground water contamination.

The following ecotoxicological information is for the active ingredient imazapic:

Mallard and Bobwhite Quail (LD₅₀): > 2,150 mg/kg

Rainbow Trout and Bluegill (LC₅₀): > 100 mg/l

Daphnia (LC₅₀): > 100 mg/l

Bees (LD₅₀): > 100 µg/bee

13. DISPOSAL CONSIDERATIONS

PESTICIDE DISPOSAL: Do not contaminate water, food or feed by disposal. Wastes resulting from the use of this product (that cannot be used according to label instructions) must be disposed of on site or at an approved waste disposal facility.

CONTAINER DISPOSAL: Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Refer to the product label for specific container handling instructions.

14. TRANSPORT INFORMATION

US DOT (Shipped by Ground):

Not regulated by DOT.

15. REGULATORY INFORMATION

FIFRA –

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. The following is the hazard information as required on the pesticide label:

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION: Causes moderate eye irritation. Avoid breathing spray mist. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco.

See inside label booklet for additional Precautionary Statements and Directions for Use including Storage and Disposal instructions.

ENVIRONMENTAL HAZARDS

Do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark.

Do not contaminate water when cleaning equipment or disposing of equipment washwaters or rinsate.

This chemical demonstrates the properties and characteristics associated with chemicals detected in ground water. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in ground water contamination.

All pesticides are governed under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). The regulatory information presented below is pertinent only when this product is handled outside of the normal use and application as a pesticide. This product is excluded from listing requirements under EPA/TSCA.

SARA Title III – Section 302 Extremely Hazardous Substances

Not listed

SARA Title III – Section 311/312 Hazard Categories

Immediate

SARA Title III – Section 312 Threshold Planning Quantity

The threshold planning quantity (TPQ) for this product treated as a mixture is 10,000 lbs. This product contains no ingredients with a TPQ of less than 10,000 lbs.

SARA Title III – Section 313 Reportable Ingredients

Ammonium Hydroxide (CAS No. 1136-21-6): 5.4%

CERCLA –

N/A

CALIFORNIA PROP 65 STATUS –

This product does not contain any chemicals known to the state of California to cause cancer or reproductive harm.

CANADA –

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all of the information required by CPR.

16. OTHER INFORMATION

THIS INFORMATION IN THIS SDS IS BASED ON DATA AVAILABLE AS OF THE REVISION DATE GIVEN HEREIN, AND BELIEVED TO BE CORRECT. CONTACT ALLIGARE, LLC TO CONFIRM IF YOU HAVE THE MOST CURRENT MSDS. JUDGMENTS AS TO THE SUITABILITY OF THE INFORMATION HEREIN FOR THE INDIVIDUAL'S OWN USE OR PURPOSES IS NECESSARILY THE INDIVIDUAL'S OWN RESPONSIBILITY. ALTHOUGH REASONABLE CARE HAS BEEN TAKEN IN THE PREPARATION OF SUCH INFORMATION, ALLIGARE, LLC EXTENDS NO WARRANTIES, MAKES NO REPRESENTATIONS, AND ASSUMES NO RESPONSIBILITY AS TO THE ACCURACY OR SUITABILITY OF SUCH INFORMATION FOR APPLICATION TO THE INDIVIDUAL'S PURPOSES OR THE CONSEQUENCES OF ITS USE.

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA APPROVED PRODUCT LABELING (attached to and accompanying the product container). This SDS provides important health, safety, and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities generally other than product use, while the labeling provides that information specifically for product use in the ordinary course.

SDS Version: 2.0 (Converted from MSDS format)

Effective Date: 03/06/2015

Article IV. General Terms

Section 4.01 This contract shall be for a period of one (1) year, March 1, 2023, through March 24, 2024, The fee schedule shall be as follows.

Late winter/early spring	\$ <u>21,000</u>
Late spring/early summer	\$ <u>21,000</u>
Late summer/early fall	\$ <u>21,000</u>
4th If necessary application	\$ <u>11,000</u>
TOTAL -----	\$ <u>74,000</u>

London, Sylvester

From: Evans-Williams, Teresa
Sent: Thursday, March 02, 2023 12:19 PM
To: Zack Kellis
Cc: London, Sylvester
Subject: FW: HERBICIDE II
Attachments: HERBICIDE II.docx

From: Evans-Williams, Teresa
Sent: Wednesday, March 1, 2023 12:06 PM
To: zkellis@vegetation.com
Cc: London, Sylvester <slondon@hattiesburgms.com>
Subject: HERBICIDE II

Good Afternoon,

Please see attach on bidding on the Herbicide Spraying of the ditches.

Thanks,

City of Hattiesburg
Herbicide Application Service Specifications

Article I. General Scope of Work

Section 1.01 Vendor shall provide all materials necessary to complete spray applications including, but not limited to, supplies, herbicide, foam, dye, surfactant, spray equipment and labor. Vendor shall provide chemical data sheets on all chemicals used during the application process and shall provide copies of Insurance and licenses from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce.

Article II. Vendor Responsibilities

Section 2.01 Vendor shall provide all material, labor and equipment to spray vegetative herbicides and aquatic brush control products in and around City of Hattiesburg ditches and relief waterway rights-of-ways in the City of Hattiesburg. Vendor shall only use products that meet or exceed all local, state and federal permit requirements for spraying in or near ditches, streams, creeks, rivers, or other type waterway. Vendor shall control vegetative and aquatic brush pressure from bank-to-bank along all ditches and waterways included in this contract,

Section 2.02 Spray applications shall be made at least three (3) times per year and shall be executed approximately in late winter/early spring, late spring/early summer, and late summer/early fall based upon existing weather conditions and vegetative growth patterns. Vendor shall provide a forth (4th) spray application if conditions warrant. Vendor shall coordinate with the City of Hattiesburg's Director of Public Works before initiating all application services,

Section 2.03 Vendor shall provide general liability insurance with a minimum amount of \$1,000,000 with the City of Hattiesburg listed as additionally insured. Vendor shall also provide copies of current licenses and permits from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce as required by Mississippi Code 69-19-1 through 69-19-11.

Article III. City of Hattiesburg Responsibilities

Section 3.01 The City of Hattiesburg shall provide vendor with locations that require herbicide spraying. Ditch and waterway maps 1-5 are attached to these specifications. Vendors wishing to visit the site prior to bid should contact the City of Hattiesburg's Director of Public Works at 601-S45-4648.

Article IV. General Terms

Section 4.01 This contract shall be for a period of one (1) year, March 1, 2023, through March 24, 2024, The fee schedule shall be as follows.

Late winter/early spring	\$ _____
Late spring/early summer	\$ _____
Late summer/early fall	\$ _____
4th If necessary application	\$ _____
TOTAL _____	\$ _____

London, Sylvester

From: Rebekah Rogers <Rogers@GreenCoPros.com>
Sent: Thursday, March 02, 2023 3:10 PM
To: London, Sylvester
Cc: Evans-Williams, Teresa; Zack Kellis
Subject: Kellis Vegetation Pricing
Attachments: City of Hattiesburg.pdf

Good afternoon,

Please see the attached proposal. Please let me know if there is anything else you need.

Thank you,
Rebekah Rogers | Controller
rrogers@greencopros.com
GreenCo Landscapes, LLC
(205) 377-LAWN



The content of this email is confidential and intended for the recipient specified in message only. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others; please also notify the sender by replying to this message, and then delete this message from your system. The integrity and security of this email cannot be guaranteed over the Internet. Therefore, the sender will not be held liable for any damage caused by the message. The views and opinions included in this email belong to their author and do not necessarily mirror the views and opinions of GreenCo Landscapes, LLC. No employee of GreenCo Landscapes, LLC, has the authority to conclude any binding contract without an explicit written consent of Zack Kellis. Therefore, any agreement must be confirmed in writing by Zack Kellis.

City of Hattiesburg
Herbicide Application Service Specifications

Article I. General Scope of Work

Section 1.01 Vendor shall provide all materials necessary to complete spray applications including, but not limited to, supplies, herbicide, foam, dye, surfactant, spray equipment and labor. Vendor shall provide chemical data sheets on all chemicals used during the application process and shall provide copies of Insurance and licenses from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce.

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Article III. City of Hattiesburg Responsibilities

Section 3.01 The City of Hattiesburg shall provide vendor with locations that require herbicide spraying. Ditch and waterway maps 1-5 are attached to these specifications. Vendors wishing to visit the site prior to bid should contact the City of Hattiesburg's Director of Public Works at 601-S45-4648.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2302229

ITEM: 11 IPADS WITH APPLE CARE

BID #1

WINNING BID

COMPANY C D W GOVERNMENT

BID

AMOUNT \$8,120.75

BID #2

COMPANY AT&T

BID

AMOUNT \$8,194.78

BID #3

COMPANY _____

BID

AMOUNT _____

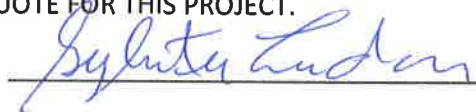
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1002
200 Forrest St - 1st Floor
Hattiesburg, MS 39401

Vendor 2383
C D W GOVERNMENT
120 S RIVERSIDE
CHICAGO, IL 60606-3913

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02302229**

Purchase Order Date **03/06/2023**

Department **LAND DEVELOPMENT**

Required By **04/28/2023**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	MONICA.LIWAG@CDWG.COM	2383	2302191	Brittany Vasser	

NOTES

11 IPADS WITH APPLE CARE FOR LAND CODE - TWO QUOTE
PLEASE SEND INVOICE TO BVASSER@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	APPLE 10.9" IPAD - WIFI & CELLULAR - 10TH GEN - 256 GB - SILVER GL #: 001180 - 732700	11.0000	EACH	\$688.5000	\$7,573.50
2	APPLECARE + EXTENDED WARRANTY - 2 YEARS GL #: 001180 - 732700	11.0000	EACH	\$49.7500	\$547.25

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price **\$8,120.75**

Purchase Order Total **\$8,120.75**



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

ROBERT FRIEND,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NGNK470	3/3/2023	APPLE IPAD +CARE	267010	\$8,120.75

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Apple 10.9" iPad - Wi-Fi + Cellular - 10th Generation - 256 GB - Silver</u> Mfg. Part#: MQ6T3LL/A Contract: National IPA Technology Solutions (2018011-01)	11	7213853	\$688.50	\$7,573.50
<u>AppleCare+ - extended service agreement - 2 years - carry-in</u> Mfg. Part#: SGFC2LL/A Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	11	7213750	\$49.75	\$547.25

SUBTOTAL	\$8,120.75
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$8,120.75

PURCHASER BILLING INFO

Billing Address:
CITY OF HATTIESBURG
ACCTS PAYABLE
PO Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4513
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF HATTIESBURG
INFORMATION TEC
200 FORREST ST FL 1
HATTIESBURG, MS 39401-3451
Shipping Method: UPS Ground

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Monica Liwag | 800.808.4239 | monica.liwag@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$8,120.75	\$228.11/Month	\$8,120.75	\$260.59/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/contents/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



March 6, 2023

City of Hattiesburg

State of Mississippi Contract 3820

AT&T is pleased to present you the following quotation for data connection services for your users. All services will be billed by AT&T.

Unlimited Data Plans

State of Mississippi Rate Description	Qty	Each	Total Monthly
Data Only - unlimited enhanced LTE – Never Throttled	11	\$37.99	\$417.89
Administrative Fee	11	\$1.99	\$21.89
Regulatory Cost Recovery Charge	11	\$1.25	\$13.75
Total Monthly Recurring Costs			\$453.53

Rate will be billed per State of Mississippi Contract 3820

AT&T Devices

State of Mississippi Description	Qty	Per Each	Total Upfront
iPad 10th Generation (2022) 256GB - Silver (SKU 6700D)	11	\$674.99	\$7,424.89
AppleCare+ for 10.2-inch iPad 10th generation (SKU 7396A)	11	\$69.99	\$769.89
Total Upfront Costs			\$8,194.78

TERM: Month to Month (No term requirements and no Early Termination Fees)

AT&T believes the State benefits from options and choices. Therefore, AT&T will not obligate you to a lengthy term contract and will not charge any early termination fees (ETF)'s for both equipment and services at any time throughout the life of this contract. This is important when comparing costs for the two vendors.

Warranty

AT&T offers a 30-day buyer's remorse for all equipment.

AT&T offers standard manufactures warranty for one-year on all equipment purchased.

AT&T offers early upgrades every 12-months.

Account Segment: **MS Local Government & Education**

Account Managers: John Robinson, Account Manager 2
M: 601-842-9949 | E: ju139j@att.com

Kim Salpietra Robinson, AT&T Client Solutions Executive 2 Integrated
Mobility
M: 601-942-8092 | E: ks8638@att.com

David Pennebaker, Application Sales Executive 3, FirstNet
M: 662-638-5369 | E: dp184w@att.com

Agency: City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401

Agency Approval
Signature:

Printed Name:

Approval Date:

City of Hattiesburg – FirstNet Built with AT&T iPad Quote

Quote Date: March 6, 2023

State of MS FirstNet Master Agreement Pricing

FirstNet Built with AT&T is pleased to present you the following quotation for data connection services for eligible FirstNet users. All services will be billed by FirstNet Built with AT&T.

FirstNet Data Plans

FirstNet Description	Qty	Each	Total Monthly
FirstNet - Data Only - unlimited enhanced LTE – Never Throttled	11	\$36.99	\$406.89
Administrative Fee	11	\$1.99	\$21.89
Regulatory Cost Recovery Charge	11	\$1.25	\$13.75
Total Monthly Recurring Costs			\$442.53

FirstNet Devices/Equipment

FirstNet Description	Qty	Per Each	Total Upfront
iPad 10th Generation (2022) 256GB - Silver (SKU 6700D)	11	\$674.99	\$7,424.89
AppleCare+ for 10.2-inch iPad 10th generation (SKU 7396A)	11	\$69.99	\$769.89
Total Upfront Costs			\$8,194.78

TERM: Month to Month (No Term Requirements and No Early Termination Fees)

FirstNet Built with AT&T believes the State of MS benefits from offering options and choices. Therefore, FirstNet Built with AT&T will not obligate you to a lengthy term contract and will not charge any early termination fees (ETF)'s for both equipment and services at any time throughout the life of this contract.

Warranty

AT&T offers a 30-day buyer's remorse for all equipment.

AT&T offers standard manufactures warranty for one-year on all equipment purchased.

AT&T offers **early upgrades every 12-months**.

Account Segment: **MS Local Government & Education**

Account Managers: John Robinson, Account Manager 2
M: 601-842-9949 | E: ju139j@att.com

Kim Salpietra Robinson, AT&T Client Solutions Executive 2 Integrated Mobility
M: 601-942-8092 | E: ks8638@att.com

David Pennebaker, Application Sales Executive 3, FirstNet
M: 662-638-5369 | E: dp184w@att.com

Agency: City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401

Agency Approval
Signature:

Printed Name:

Approval Date:

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2302233

ITEM: P&R REC MAINT BALLFIELD TARPS

BID #1

WINNING BID

COMPANY SITEONE LANDSCAPE SUPPLY HOLDING LLC

BID

AMOUNT \$19,699.97

BID #2

COMPANY BSN SPORTS

BID

AMOUNT \$24,495.00

BID #3

COMPANY _____

BID

AMOUNT _____

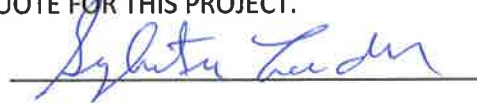
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1008
139 Parkway Blvd.
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02302233**

Purchase Order Date **03/07/2023**

Department **PARKS & REC MAINT DIV**

FID 64-6000432

Vendor 49595
SITEONE LANDSCAPE SUPPLY HOLDING, LLC
24110 NETWORK PLACE
CHICAGO, IL 60673-1241

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
470-277-7313	DMCCONAGHY@SITEONE.COM	49595	2302194	Akira Lewis	

NOTES

P&R REC MAINT BALLFIELD TARPS-TWO QUOTE
PLEASE SEND INVOICE TO ALEWIS@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	120FTX120FT FULL FIELD COVER/TARP TO BE DELIVERED TO 139 PARKWAY BLVD HATTIESBURG MS 39401 GL #: 002300 - 551000	5.0000	EACH	\$3,939.9940	\$19,699.97

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price **\$19,699.97**

Purchase Order Total **\$19,699.97**



Canton MS #181
2498 US 51
Canton, MS 39046
W: (601)828-4001

Bld

Bill To:

City of Hattiesburg (#1153869)
PO Box 1898
Hattiesburg, MS 39403-1898
W: (601)544-1034

Ship To:

City of Hattiesburg (#1153869)
PO Box 1898
Hattiesburg, MS 39403-1898
W: (601)544-1034

Created	Quote#	Due Date	Expected Award Date	Expiration Date
02/14/2023	6103767	03/14/2023	03/14/2023	03/14/2023

Printed	Job Name	Job Description	Job Start Date
03/03/2023 17:02:07	quote		03/14/2023

Line #	Item#	Item Desc	Qty	Unit Price	Extended Price
1	PRO-TECT6-120120D	Athletic Full Field Cover 120 ft. x 120 ft. Poly 6 oz. Delivered Price	5	3,649.560	18,247.80
2	SHIP	Shipping	1	1,452.174	1,452.17

Total Price: \$ 19,699.97

Quoted price is for material only. Applicable sales tax will be charged when Invoiced. All product and pricing information is based on the latest information available and is subject to change without notice or obligation.

Local tax may differ based on locations and local codes.





MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: Site One

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 3/2/2023

This is a request for a bid on (5) Athletic Full Field Cover Tarps with the following specifications:

1. 120ft x 120ft Full Field Cover/Tarp- Qty of 5

TOTAL BID PRICE: \$ 19,699.97

Please sign and submit this bid request with your quote to slondon@hattiesburgms.com by 3/08/23 before 5:00pm.

Vendor Signature:



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: Site One

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 3/2/2023

This is a request for a bid on (5) Athletic Full Field Cover Tarps with the following specifications:

1. 120ft x 120ft Full Field Cover/Tarp- Qty of 5

TOTAL BID PRICE: \$ _____

Please sign and submit this bid request with your quote to slondon@hattiesburgms.com by 3/08/23 before 5:00pm.

Vendor Signature:



PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Contact Your Rep

Edward Cardenas Email:ecardenas@bsnsports.com | Phone:972-546-3962

Sold to
1040086
CITY OF HATTIESBURG
300 N. 12th Avenue
HATTIESBURG MS 39403-1898
USA

Ship To
1040086
CITY OF HATTIESBURG
300 N. 12th Avenue
HATTIESBURG MS 39403-1898
USA

Payer
1040086
CITY OF HATTIESBURG
300 N. 12th Avenue
HATTIESBURG MS 39403-1898
USA

Quote

Cart #: 111283-
Purchase Order #: Field Tarp
Cart Name: AutoSave Cart
Quote Date: 03/03/2023
Quote Valid-to: 04/03/2023
Payment Terms: NT30
Ship Via:
Ordered By: Akira Lewis

Item Description	Qty	Unit Price	Total
SOFTBALL FIELD COVER 120' X 120'	5 EA	\$ 4,899.00	\$ 24,495.00
Item # - 1150117			

Subtotal:	\$24,495.00
Other:	\$0.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$24,495.00
Payment/Credit Applied:	\$0.00
Order Total:	\$24,495.00



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: BSN SPORTS

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 3/2/2023

This is a request for a bid on (5) Athletic Full Field Cover Tarps with the following specifications:

1. 120ft x 120ft Full Field Cover/Tarp- Qty of 5

TOTAL BID PRICE: \$24,495.00

Please sign and submit this bid request with your quote to slondon@hattiesburgms.com by 3/08/23 before 5:00pm.

Vendor Signature:

_____ ECardenas _____



MAYOR
Toby Barker

3-8-23

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: BSN SPORTS

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 3/2/2023

This is a request for a bid on (5) Athletic Full Field Cover Tarps with the following specifications:

1. 120ft x 120ft Full Field Cover/Tarp- Qty of 5

TOTAL BID PRICE: \$ _____

Please sign and submit this bid request with your quote to slondon@hattiesburgms.com by 3/08/23 before 5:00pm.

Vendor Signature:

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2302303

ITEM: P&R NBA PARK-INSTALLATION OF FENCE

BID #1

WINNING BID

COMPANY UNITED FENCE COMPANY

BID

AMOUNT \$6,968.00

BID #2

COMPANY JEFCOAT OF HATTIESBURG

BID

AMOUNT \$7,816.10

BID #3

COMPANY SAMMY GRAHAM

BID

AMOUNT \$9,500.00

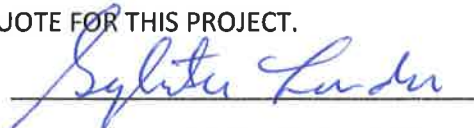
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 9998
NON APPLICABLE

Vendor 4504
UNITED FENCE COMPANY
255 MCLEOD ST
HATTIESBURG, MS 39401-3816

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02302303**

Purchase Order Date **03/10/2023**

Department **PARKS & REC MAINT DIV**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	UNITEDFENCECO@BELLSOUTH.NET	4504	2302251	Akira Lewis	

NOTES

P&R NBA PARK-INSTALLATION OF FENCE TWO QUOTE
PLEASE SEND INVOICE TO ALEWIS@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	VENDOR SHALL PROVIDE LABOR AND MATERIAL FOR THE FOLLOWING AT NBA PARK: 116' OF 4' CHAINLINK 9GA WITH ONE 10' DOUBLE GATE 116' OF 6' B/B TREATED PINE ON THE RIGHT SIDE OF THE PARK 116' OF 6' B/B TREATED PINE ON THE LEFT SIDE OF THE PARK GL #: 002300 - 638000	1.0000	EACH	\$6,968.0000	\$6,968.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price **\$6,968.00**

Purchase Order Total **\$6,968.00**



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: United Fence

FROM: City of Hattiesburg

RE: Bid Request

DATE: 3/2/2023

This is a request to bid on a fencing project at NBA Park for the following:

Vendor shall provide labor and material for the following:

1. 116' of 4' Chainlink 9ga with one 10' double gate \$2,392.00
2. 116' of 6' b/b treated pine on the right side of the park \$2,288.00
3. 116' of 6' b/b treated pine on the left side of the park \$2,288.00

TOTAL BID PRICE: \$6,968.00

You may contact Jon Willow at 769-299-6908 for a walk-through of the requested location to discuss specifications.

Please sign and submit this bid request with your quote to slondon@hattiesburgms.com by 03/09/23 before 5:00pm.

Vendor Signature:





MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: Jefcoat of Hattiesburg

FROM: City of Hattiesburg

RE: Bid Request

DATE: 3/2/2023

This is a request to bid on a fencing project at NBA Park for the following:

Vendor shall provide labor and material for the following:

1. 116' of 4' Chainlink 9ga with one 10' double gate \$ 2844.82
2. 116' of 6' b/b treated pine on the right side of the park \$ 2485.64
3. 116' of 6' b/b treated pine on the left side of the park \$ 2485.64

TOTAL BID PRICE: 7,816.10

You may contact Jon Willow at 769-299-6908 for a walk-through of the requested location to discuss specifications.

Please sign and submit this bid request with your quote to slondon@hattiesburgms.com by 03/09/23 before 5:00pm.

Vendor Signature:

Kenny Smith



Mayor
Toby Barker

COUNCIL - DISTRICT ONE
Jeffrey Gump

COUNCIL - DISTRICT TWO
Deborah Richard Chigala

COUNCIL - DISTRICT THREE
Curtis Carroll

COUNCIL - DISTRICT FOUR
Dana Rouse

COUNCIL - DISTRICT FIVE
Nicholas Brown

TO: Sammy Graham

FROM: City of Huntsville

RE: Bid Request

DATE: 9/2/2023

This is a request to bid on a fencing project at NCS Park for the following:

Vendor shall provide labor and material for the following:

1. 116' of 4" Charline pipe with one 12" outside gate
2. 116' of 6" x 6" treated pine on the right side of the park
3. 116' of 6" x 6" treated pine on the left side of the park

TOTAL BID PRICE: \$8,508.00

Check 9,500.00

<i>you</i>	<i>check</i>
4104.00	5100.00
2200.00	2200.00
2200.00	2200.00
<u>8508.00</u>	<u>9500.00</u>

You may contact the Office of the Mayor at 256-265-1000 for a copy of the Request for Proposal specifications.

Please sign and submit this bid request with your check to the City of Huntsville by 10/2/23 before 5:00pm.

Vendor Signature:
Sammy Graham LLC
by Sammy Graham

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2302332

ITEM: P&R LARRY DOLEAC COMPLEX-NET & BACKSTOP

BID #1

WINNING BID

COMPANY JEFCOAT FENCE OF HATTIESBURG

BID

AMOUNT \$48,632.29

BID #2

COMPANY UNITED FENCE CO

BID

AMOUNT \$49,396.00

BID #3

COMPANY _____

BID

AMOUNT _____

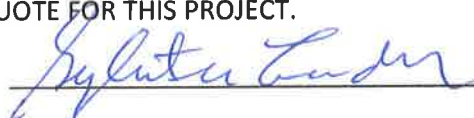
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 9998
NON APPLICABLE

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02302332**
Purchase Order Date **03/10/2023**
Department **PARKS & REC MAINT DIV**

FID 64-6000432

Vendor 3242
JEFCOAT FENCE OF HATTIESBURG
PO BOX 1167
HATTIESBURG, MS 39403-1167

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	kenny@jefcoatfenceofhattiesburg.com	3242	2302278	Akira Lewis	

NOTES

P&R TWO QUOTE LARRY DOLEAC COMPLEX-NET & BACKSTOP
PLEASE SEND INVOICE TO ALEWIS@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REMOVE AND REPLACE HIGH NETS ON FOUR-PLEX ON FOUR BALLFIELDS: 24'X130' NETS AND HARDWARE TO INCLUDE MATERIAL AND LABOR GL #: 002300 - 699900	1.0000	EACH	\$13,677.9600	\$13,677.96
2	BACKSTOPS ON 5 FIELDS WITH THE FOLLOWING SPECIFICATIONS INCLUDED: REPLACE NETS REPAIR TOP RAIL AND WELD IN PLACE RE-LEVEL POST AS NEEDED REPLACE BOTTOM LAYER OF CHAIN LINK FABRIC ON ENTIRE BACKSTOP REPLACE SECOND LAYER OF CHAIN LINK FABRIC BEHIND HOME PLATE RE-TIE BACKSTOP AS NEEDED GL #: 002300 - 699900	1.0000	EACH	\$34,954.2900	\$34,954.29

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$48,632.25
Purchase Order Total **\$48,632.25**



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: JEFLOAT OF HATTIESBURG

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 3/1/2023

LOCATION: LARRY DOLEAC COMPLEX AT TATUM PARK- 101 PARKWAY BLVD HATTIESBURG MS

This is a request to bid the following fencing projects:

1. Remove and Replace "High" Nets on Four-plex- Qty of 4 fields: 24' x 130' Nets & Hardware to include material and labor: \$ 13,677.96
2. Backstops on 5 fields with the following specifications included: \$ 34,954.29
 - a. Replace Nets
 - b. Repair Top Rail and weld in place
 - c. Re-level post as needed
 - d. Replace Bottom Layer of Chain Link Fabric on Entire Backstop
 - e. Replace Second Layer of Chain Link Fabric Behind Home Plate
 - f. Re-tie Backstop as Needed

TOTAL BID PRICE: \$ 48,632.25

Please sign and submit this bid request with your quote to slondon@hattiesburgms.com by 3/03/23 before 5:00pm.

Vendor Signature:

Kerry Smith





MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: UNITED FENCE CO.

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 3/1/2023

LOCATION: LARRY DOLEAC COMPLEX AT TATUM PARK- 101 PARKWAY BLVD HATTIESBURG MS

This is a request to bid the following fencing projects:

1. Remove and Replace "High" Nets on Four-plex- Qty of 4 fields: 24' x 130' Nets & Hardware to include material and labor: \$12,715.00
2. Backstops on 5 fields with the following specifications included: \$36,681.00
 - a. Replace Nets
 - b. Repair Top Rail and weld in place
 - c. Re-level post as needed
 - d. Replace Bottom Layer of Chain Link Fabric on Entire Backstop
 - e. Replace Second Layer of Chain Link Fabric Behind Home Plate
 - f. Re-tie Backstop as Needed

TOTAL BID PRICE: \$49,396.00

Please sign and submit this bid request with your quote to slondon@hattiesburgms.com by 3/03/23 before 5:00pm.

Vendor Signature:



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Dave Ware

COUNCIL - WARD FIVE

Nicholas Brown

TO: UNITED FENCE CO.

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 3/1/2023

LOCATION: LARRY DOLEAC COMPLEX AT TATUM PARK- 101 PARKWAY BLVD HATTIESBURG MS

This is a request to bid the following fencing projects:

1. Remove and Replace "High" Nets on Four-plex- Qty of 4 fields: 24' x 130' Nets & Hardware to include material and labor: \$ _____
2. Backstops on 5 fields with the following specifications included: \$ _____
 - a. Replace Nets
 - b. Repair Top Rail and weld in place
 - c. Re-level post as needed
 - d. Replace Bottom Layer of Chain Link Fabric on Entire Backstop
 - e. Replace Second Layer of Chain Link Fabric Behind Home Plate
 - f. Re-tie Backstop as Needed

TOTAL BID PRICE: \$ _____

Please sign and submit this bid request with your quote to slondon@hattiesburgms.com by 3/03/23 before 5:00pm.

Vendor Signature:



3-3-23

MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: JEFLOAT OF HATTIESBURG

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 3/1/2023

LOCATION: LARRY DOLEAC COMPLEX AT TATUM PARK- 101 PARKWAY BLVD HATTIESBURG MS

This is a request to bid the following fencing projects:

1. Remove and Replace "High" Nets on Four-plex- Qty of 4 fields: 24' x 130' Nets & Hardware to include material and labor: \$ _____
2. Backstops on 5 fields with the following specifications included: \$ _____
 - a. Replace Nets
 - b. Repair Top Rail and weld in place
 - c. Re-level post as needed
 - d. Replace Bottom Layer of Chain Link Fabric on Entire Backstop
 - e. Replace Second Layer of Chain Link Fabric Behind Home Plate
 - f. Re-tie Backstop as Needed

TOTAL BID PRICE: \$ _____

Please sign and submit this bid request with your quote to slondon@hattiesburgms.com by 3/03/23 before 5:00pm.

Vendor Signature:

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2302352

ITEM: P&R RECREATION MAINTENANCE-EQUIPMENT

BID #1

WINNING BID

COMPANY BRACKMAN MOWER WAREHOUSE LLC

BID

AMOUNT \$18,396.39

BID #2

COMPANY UNDERWOOD OUTDOOR POWER

BID

AMOUNT \$20,352.05

BID #3

COMPANY _____

BID

AMOUNT _____

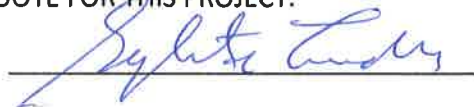
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 9999
MERCHANDISE WILL BE PICKED
UP

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02302352**

Purchase Order Date **03/14/2023**

Department **PARKS & REC MAINT DIV**

FID 64-6000432

Vendor 2304
BRACKMAN MOWER WAREHOUSE LLC
35 PIONEER RD SOUTH
HATTIESBURG, MS 39402

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	brackmanzerotum@gmail.com	2304	2302301	Akira Lewis	

NOTES

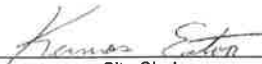
TWO-QUOTE P&R RECREATION MAINTENANCE-EQUIPMENT
PLEASE SEND INVOICE TO ALEWIS@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TORO Z MASTER 2000 48" 24.5 T-TWIN HDAC MOWER GL #: 002300 - 733500	2.0000	EACH	\$5,839.2700	\$11,678.54
2	ECHO BACKPACK BLOWER 79.9 CC ITEM# PB-9010T GL #: 002300 - 733500	7.0000	EACH	\$593.9900	\$4,157.93
3	ECHO HANDLE BRUSHCUTTER ITEM#SRM-2620U GL #: 002300 - 733500	8.0000	EACH	\$319.9900	\$2,559.92

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price **\$18,396.39**

Purchase Order Total **\$18,396.39**


City Clerk



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: BRACKMAN,

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 3/9/2023

This is a request to bid on the following equipment:

1. Toro Z Master 2000 48" 24.5 T-Twin HDAC Mower – Qty of 2: \$ 5,839.27 each
2. Echo Backpack Blower 79.9 CC Item # PB-9010T – Qty of 7: \$ 593.99 each
3. Echo Handle Brushcutter Item # SRM-2620U – Qty of 8: \$ 319.99 each

TOTAL BID PRICE FOR ALL EQUIPMENT: \$ 18,396.39

Please sign and submit this bid request with your quote to slondon@hattiesburgms.com by 3/13/23 before 5:00pm.

Vendor Signature:





MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: UNDERWOOD OUTDOOR POWER

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 3/9/2023

This is a request to bid on the following equipment:

1. Toro Z Master 2000 48" 24.5 T-Twin HDAC Mower – Qty of 2: \$ 6989 each
2. Echo Backpack Blower 79.9 CC Item # PB-9010T – Qty of 7: \$516.99 each
3. Echo Handle Brushcutter Item #.SRM-2620U – Qty of 8: \$ 344.39 each

TOTAL BID PRICE FOR ALL EQUIPMENT: \$ 20,352.05

Please sign and submit this bid request with your quote to slondon@hattiesburgms.com by 3/13/23 before 5:00pm.

Vendor Signature:

Underwood Outdoor Power

5566 Old Hwy 42
HATTIESBURG, MS 39401
Main: 601-544-7424
Fax: 601-544-7439

Status : **Open**

Invoice # : **119685**

Type : **Major Unit Quote**

Date : **03/13/2023**

Contact ID :**278**

City of Hattiesburg Parks & Recreation
Todd Hawkins
800 Arledge St.
HATTIESBURG, Mississippi 39401
UNITED STATES
601-307-6959 - Mobile

Selected Units for Sale

N/U	Year	Make	Model	Unit Type	VIN/Serial	Sale Price	DOC Fees	Off'l Fees	Prot. Pkg
	2022	Exmark	EXMARK 48" RADIUS S (RAS6 51GKA48CA3) EXMARK 48" RADIUS S	ZERO TURN		\$6,989.00	\$0.00	\$0.00	\$0.00
	2022	Exmark	EXMARK 48" RADIUS S (RAS6 51GKA48CA3) EXMARK 48" RADIUS S	ZERO TURN		\$6,989.00	\$0.00	\$0.00	\$0.00
N/A	Echo	ECHO 79.9CC BACKPACK BLOWER TU (PB-9010T) ECHO 79.9CC BACKPACK BLOWER TUBE THROTTLE	BLOWER-BP			\$516.99	\$0.00	\$0.00	\$0.00
N/A	Echo	ECHO 79.9CC BACKPACK BLOWER TU (PB-9010T) ECHO 79.9CC BACKPACK BLOWER TUBE THROTTLE	BLOWER-BP			\$516.99	\$0.00	\$0.00	\$0.00
N/A	Echo	ECHO 79.9CC BACKPACK BLOWER TU (PB-9010T) ECHO 79.9CC BACKPACK BLOWER TUBE THROTTLE	BLOWER-BP			\$516.99	\$0.00	\$0.00	\$0.00
N/A	Echo	ECHO 79.9CC BACKPACK BLOWER TU (PB-9010T) ECHO 79.9CC BACKPACK BLOWER TUBE THROTTLE	BLOWER-BP			\$516.99	\$0.00	\$0.00	\$0.00
N/A	Echo	ECHO 79.9CC BACKPACK BLOWER TU (PB-9010T) ECHO 79.9CC BACKPACK BLOWER TUBE THROTTLE	BLOWER-BP			\$516.99	\$0.00	\$0.00	\$0.00

Underwood Outdoor Power

5566 Old Hwy 42
HATTIESBURG, MS 39401
Main: 601-544-7424
Fax: 601-544-7439

Status : **Open**

Invoice # : **119685**

Type : **Major Unit Quote**

Date : **03/13/2023**

Contact ID :**278**

Selected Units for Sale

N/U	Year	Make	Model	Unit Type	VIN/Serial	Sale Price	DOC Fees	Off'l Fees	Prot. Pkg
N/A	Echo	ECHO 79.9CC BACKPACK BLOWER TU (PB-9010T) ECHO 79.9CC BACKPACK BLOWER TUBE THROTTLE	BLOWER-BP			\$516.99	\$0.00	\$0.00	\$0.00
N/A	Echo	ECHO 79.9CC BACKPACK BLOWER TU (PB-9010T) ECHO 79.9CC BACKPACK BLOWER TUBE THROTTLE	BLOWER-BP			\$516.99	\$0.00	\$0.00	\$0.00
N/A	Echo	ECHO SRM-2620U 25.4CC U- HANDLE (SRM-2620U) ECHO SRM-2620U 25.4CC U- HANDLE BRUSHCUTTER	BRUSHCUT TER U HANDLE			\$344.39	\$0.00	\$0.00	\$0.00
N/A	Echo	ECHO SRM-2620U 25.4CC U- HANDLE (SRM-2620U) ECHO SRM-2620U 25.4CC U- HANDLE BRUSHCUTTER	BRUSHCUT TER U HANDLE			\$344.39	\$0.00	\$0.00	\$0.00
N/A	Echo	ECHO SRM-2620U 25.4CC U- HANDLE (SRM-2620U) ECHO SRM-2620U 25.4CC U- HANDLE BRUSHCUTTER	BRUSHCUT TER U HANDLE			\$344.39	\$0.00	\$0.00	\$0.00

Underwood Outdoor Power

5566 Old Hwy 42
HATTIESBURG, MS 39401
Main: 601-544-7424
Fax: 601-544-7439

Status : **Open**

Invoice # : **119685**

Type : **Major Unit Quote**

Date : **03/13/2023**

Contact ID :**278**

Selected Units for Sale

N/U	Year	Make	Model	Unit Type	VIN/Serial	Sale Price	DOC Fees	Off'l Fees	Prot. Pkg
N/A	Echo	ECHO	SRM-2620U	BRUSHCUT TER U HANDLE		\$344.39	\$0.00	\$0.00	\$0.00
			25.4CC U- HANDLE (SRM-2620U)						
			ECHO						
			SRM-2620U						
			25.4CC U- HANDLE						
			BRUSHCUTTER						
N/A	Echo	ECHO	SRM-2620U	BRUSHCUT TER U HANDLE		\$344.39	\$0.00	\$0.00	\$0.00
			25.4CC U- HANDLE (SRM-2620U)						
			ECHO						
			SRM-2620U						
			25.4CC U- HANDLE						
			BRUSHCUTTER						
N/A	Echo	ECHO	SRM-2620U	BRUSHCUT TER U HANDLE		\$344.39	\$0.00	\$0.00	\$0.00
			25.4CC U- HANDLE (SRM-2620U)						
			ECHO						
			SRM-2620U						
			25.4CC U- HANDLE						
			BRUSHCUTTER						
N/A	Echo	ECHO	SRM-2620U	BRUSHCUT TER U HANDLE		\$344.39	\$0.00	\$0.00	\$0.00
			25.4CC U- HANDLE (SRM-2620U)						
			ECHO						
			SRM-2620U						
			25.4CC U- HANDLE						
			BRUSHCUTTER						
N/A	Echo	ECHO	SRM-2620U	BRUSHCUT TER U HANDLE		\$344.39	\$0.00	\$0.00	\$0.00
			25.4CC U- HANDLE (SRM-2620U)						
			ECHO						
			SRM-2620U						
			25.4CC U- HANDLE						
			BRUSHCUTTER						

Underwood Outdoor Power

5566 Old Hwy 42
HATTIESBURG, MS 39401
Main: 601-544-7424
Fax: 601-544-7439

Status : **Open**

Invoice # : **119685**

Type : **Major Unit Quote**

Date : **03/13/2023**

Contact ID :**278**

Totals		
Sub Total	+	\$20,352.05
*** Invoice Total	=	\$20,352.05
Amount Paid	-	\$0.00
*** Transaction Total	=	\$20,352.05
Balance Due = \$20,352.05		

Deposit Paid \$0.00

Tax Name

Exempt

Tax Amount

\$0.00

Signature _____

BID SPECIFICATIONS

Zero-Turn Radius S-Series RAS651GKA48CA3

SPECIFICATIONS

Engine – Kawasaki FX651V V-Twin, governed to 3700 rpm

Carb Compliant – No

Air Filter – Cyclonic Air Cleaner

Drive System – Dual Hydro Gear ZT3100, hydrostatic transmission with charge pumps, relief valves and independent, replaceable filters.

Ground Speed – Infinitely variable speed selection from 0–9.0 mph (14.5 kmph) forward, 0–5.0 mph (8.0 kmph) reverse.

Hydro Fluid – Exmark Premium Hydraulic Oil

Cutting Deck – Full-floating UltraCut Series 3. Side discharge standard, with molded discharge chute and option to bag or mulch.

Cutting Height – 1.5" (3.8 cm) to 5.0" (12.7 cm) in 0.25" (.6 cm) increments, adjustable from operator's seat.

Deck Lift Assist – Standard; foot-controlled deck lift changes cutting height and lifts the deck to maneuver around obstacles, or place in transport position.

Drive Tires – 23 x 9.5-12 Super Turf

Front Caster Tires – 13 x 6.5-6, smooth tread, pneumatic. Caged Roller Bearings (126-3289)

Steering and Motion Control – Hydraulically dampened twin levers adjustable both fore and aft. Also has 2-position height adjustment.

Curb Weight – 900 lbs.

Dimensions:

Deck Size - 48"

Width61 in (155 cm)

Length85 in (216 cm)

Height70 in (178 cm)

Blades – 2 Blades at 24.5" Length

Blade-Tip Speed – Approximately 18,500 fpm.

Blade Spindles – No maintenance, sealed and non-greasable spindles; 7.75"-diameter cutter housing with 25mm (.98") diameter spindle shaft and splined blade driver.

Tractor Frame – Unibody, welded, heavy-duty 2" X 3" rectangular tubular steel.

Turning Radius – True zero-turn

Drive-Wheel Release – Allows unit movement without engine running.

Parking Brake – Lever-actuated pawl brake.

Seat - Deluxe suspension (adjustable spring suspension) seat with high back, molded foam flip-up armrests, and integral safety switch

**Radius S-Series
RAS651GKA48CA3**

Fuel Capacity – 7-gallon (26.5-L) single fuel tank with single fill location.

Electrical – 12-volt battery with 15-amp alternator.

PTO Engagement – MagStop electromagnetic 125-ft-lb clutch

Standard Features – Engine hour meter, cup holder, tow hitch and jack receiver

Safety Package – Operator Presence Controls (OPC) and drive system interlock, with safety interlock system indicators.

Available Accessories and Attachments

12-Volt Power Adapter	135-7849
3-Bushel Bagger.....	GC3602
5-Gallon Bucket.....	126-5105
Bucket Mount Kit	126-7011
Engine Maintenance Kit.....	126-9289
Equipment Cover – Large.....	116-1379
Extended Drive Lever Kit.....	138-6020
Hydro Maintenance Kit	135-2307
Jack.....	127-6666
Light Kit – LED.....	144-1992
Micro-Mulch System	142-2640
Operator Controlled Discharge (Hand)	135-2532
Seat Cover–Suspension 20" Back.....	126-9353
Semi-Pneumatic Tire Assembly	126-9367
Sunshade	126-8077
Trash Container.....	126-8378
Turf Striping Kit.....	142-6309
UltraVac, 2-Bag Collection System (use up stock on RA units)	126-6954
UltraVac, 2-Bag Completing Kit.....	142-6978

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2302358

ITEM: AV SYSTEM UPGRADE

BID #1

WINNING BID

COMPANY AUDIO VIDEO SPECIALISTS INC

BID

AMOUNT \$22,609.82

BID #2

COMPANY MCQUAGGE PRODUCTIONS

BID

AMOUNT \$25,200.00

BID #3

COMPANY _____

BID

AMOUNT _____

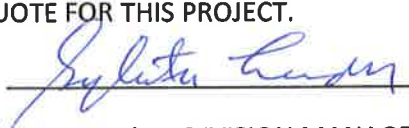
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1004
220 West Front St
2nd Floor Jackie Dole Building
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2023

Page 1 of 1

Purchase Order Number **02302358**
Purchase Order Date **03/14/2023**
Department **PURCHASING**

FID 64-8000432

Vendor 49747
AUDIO VIDEO SPECIALISTS, INC.
175 TURTLE CREEK DR
HATTIESBURG, MS 39402

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	SALES@AVSINC.MS	49747	2302303	Sylvester London	

NOTES

TWO QUOTE - AV SYSTEM UPGRADE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	CITY COUNSEL CHAMBER AV SYSTEM UPGRADE GL #: 001402 - 790100	1.0000	EACH	\$22,609.8200	\$22,609.82

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$22,609.82

Purchase Order Total \$22,609.82


City Clerk



175 TURTLE CREEK DRIVE
HATTIESBURG, MS 39402

AVS
175 Turtle Creek Dr
Hattiesburg, MS 39402-1283 US
6012681818
sales@avsinc.ms
www.avsinc.ms

Proposal 6798

ADDRESS

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

DATE
02/13/2023

TOTAL
\$22,609.82

SALES ASSOCIATE

Daniel Odom

ACTIVITY	QTY	PRICE	AMOUNT
City Counsel Chamber AV System Upgrade			
Video Display Upgrade			
Sony Sony 75" 4K Smart Google TV w / backlit LED & HDR KD75X80K	2	1,299.99	2,599.98T
SM-CS-ART2-XL Strong" Contractor Series Universal Articulating Mount With Dual Arms for Large 47-90 in. Displays	2	499.00	998.00T
AC-EX40-444-KIT 40m Slim Extender with I-Pass, Bi Directional Power, RS232 - ICT for full HDMI/HDMI Pass through (Full HDR, 4K60 4:4:4) *2 Large Displays*	2	799.99	1,599.98T
AC-EX70-UHD-BKT AVPRO EDGE 4K 70M BASIC EXTENDER KIT *Counsel Member Monitors*	9	399.99	3,599.91T
AV Switcher, Control System, & Audio Repair			
AC-MX42-AUHD 18Gbps 4K60 (4:4:4) 4x2 Matrix Switch with Full HDR Support, Downscaling, and Auto Sensing / Switching	1	849.99	849.99T
Vivitek NovoCast Wireless Presentation Device	1	399.99	399.99T
RTI RTI KA11 11" Countertop Touchpanel - Black	1	2,162.00	2,162.00T
XP6 RS232/IR/Relay Central System Controller	1	699.99	699.99T
Shure BLX H10 Handheld Wireless Microphone	1	399.99	399.99T
Installation, Troubleshooting, & Programming			
AVSPM Installation and Project Management	1	3,250.00	3,250.00T
AVSPR Automation Programming and Touch Panel Design *Includes Instructional Class & Custom Functions*	1	2,500.00	2,500.00T
Consult DO System Design, Consultation, & Project Administration	1	1,150.00	1,150.00T
Optional 4yr System Guarantee & Service Plan			
VIP Service 4 year guarantee, service contract for all parts, labor, installation and loaner privileges, tech support included.	1	2,399.99	2,399.99T

SUBTOTAL

22,609.82

TAX

0.00

TOTAL

\$22,609.82

THANK YOU.

Accepted By

Accepted Date



ESTIMATE

McQuagge Productions

133 pinehills dr
Hattiesburg, MS 39402

carlmcquagge@yahoo.com

(601)408-2986

City Of Hattiesburg Council Chqmbers

Bill to

City Of Hattiesburg Council
Chqmbers

Estimate details

Estimate no.: 1208
Estimate date: 4/7/22

Product or service		Amount
1. control system		\$4,952.00
Crestron DMP -53-4K -150-c		
2. video equipment		\$346.00
Crestron AM3100 WF Wireless display adapter		
3. video equipment	2 units x \$956.00	\$1,912.00
Crestron TT110 BT Cable caddy input adapter		
4. video equipment		\$1,685.00
Cisco managed switch		
5. video equipment		\$2,132.00
Crestron touchscreen TS-1070-b-s		
6. audio equipment	2 units x \$899.00	\$1,798.00
Crestron amplifiers 2210 t		
7. video equipment	2 units x \$1,375.00	\$2,750.00
LG 75" display		
8. video equipment		\$1,885.00
hdmi splitters:cables		
9. Labor		\$4,240.00
Install and program new system Will leave existing computers/monitors And existing HDMI cables to monitors install new displays		
10. Labor		\$3,500.00

4 year warranty on service, equipment on estimate does not include maintenance or existing computers,monitors

Total

\$25,200.00

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2302448

ITEM: REPLASTER POOL

BID #1

WINNING BID

COMPANY SAMMY GRAHAM LLC

BID

AMOUNT \$64,000.00

BID #2

COMPANY SWIM DISTRIBUTORS LLC

BID

AMOUNT \$72,685.00

BID #3

COMPANY _____

BID

AMOUNT _____

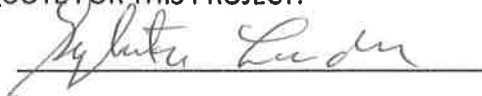
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1000
200 Forrest St - 2nd Floor
Hattiesburg, MS 39401

Vendor 47471
SAMMY GRAHAM LLC
80 JUNIOR GRAHAM LN
COLLINS, MS 39428-4508

Purchase Order

Fiscal Year 2023 Page 1 of 1

Purchase Order Number **02302448**
Purchase Order Date **03/20/2023**
Department **ECONOMIC DEV**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	graham17824@bellsouth.net	47471	2302388	Archie Brewton	

NOTES

TWO QUOTE/REPLASTER POOL VERNON DAHMER
PLEASE SEND INVOICE TO ABREWTON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE/REPLASTER POOL AT VERNON DAHMER PARK GL #: 001402 - 604900	1.0000	EACH	\$64,000.0000	\$64,000.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$64,000.00

Purchase Order Total \$64,000.00

London, Sylvester

From: Paula <graham17824@bellsouth.net>
Sent: Friday, March 17, 2023 3:30 PM
To: London, Sylvester
Subject: Quote

Sent from my iPhone

SAMMY GRAHAM III
601.517.8283
graham17824@bellsouth.net
80 Jr Graham Lane
Collins, MS 39428

No. 0243

City of Hattiesburg (Dahmer had repair)
PHONE: (601) 325-0350
DATE: 3/6/2023
8mercier@hattiesburg.ms.com

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Remove all old tile & repair wall & spinner at water level & replace 6'x6" tile & Depth marker tile		
	Remove all brick & damaged floor & apply bond coat to back wall & floor & apply Diamond Brite polish finish to wall & floor		
		SUBTOTAL	
		FREIGHT	
		SALES TAX	
		TOTAL	64,000.00

THIS INVOICE IS DUE UPON COMPLETION.

CUSTOMER SIGNATURE: _____



QUOTATION

Swim Distributors, LLC

11134 Cedar Park Avenue
Baton Rouge, LA 70809
UNITED STATES
2253088989



Order Number	
1043746	
Order Date	Page
03/15/2023 12:06:06	1 of 1

Quote Expires On: 04/14/2023

Bill To:

City of Hattiesburg Purchasing Division
PO Box 1898
Hattiesburg, MS 39403
US

Ship To:

City of Hattiesburg Purchasing Division
PO Box 1898
Hattiesburg, MS 39403
US

601-545-4624

Customer ID: 10916

PO Number		Ship Route	Taker
Replaster Pool			JAMES.HILTON

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		
1.0000	0.0000	1.0000	EA		MISC	EA	72,685.0000	72,685.00
				1.0	PRODUCT CODE MISC	1.0		
					Remove and replace old tile and depth markers. Repair and bond coat pool surface and replaster with DiamondBrite Plaster			

Total Lines: 1

SUB-TOTAL: 72,685.00

TAX: 0.00

AMOUNT DUE: 72,685.00

U.S. Dollars



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Deborah Bourne
cc:
Date: Tuesday, April 4, 2023
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2023-210
Minute Book #

Summary

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

Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the April 4, 2023 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Amari Jace Hartfield

(1) Space \$ 45.00

Baby Space # 69

Lot 3, Section 3, Highland Cemetery

Bernice Larkin

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 122, Section 39, Highland Cemetery

Philip C. Kolin

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 63, Section 38, Highland Cemetery

David Chandler

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 124, Section 39, Highland Cemetery

Shelia C. Johnson

(2) Spaces \$ 300.00

Southeast Quarter (SE ¼)

Lot 116, Section 2, South Hill Cemetery

Robert E. Hogan

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 28, Section 36, Highland Cemetery

Legacy Memorial

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 96, Section 39, Highland Cemetery

Terri Dawson Conner

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 114, Section 38, Highland Cemetery

Walter P. (Pete) Jones, III

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 52, Section 23, Highland Cemetery

Wayne & Ernestine Bryant

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 13, Section 39, Highland Cemetery

Rebecca Malley

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 111, Section 39, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Rosie A. Hamilton

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 40, Section 39, Highland Cemetery

Deloris Evans

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 32, Section 38, Highland Cemetery

Jerrell Stokes

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 82, Section 34, Highland Cemetery

Lettie Morris

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 31, Section 34, Highland Cemetery

Althea Smith

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 32, Section 38, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. 03-15- 2023

SOLD TO:

Mr. Mrs. Miss Amari Jace Hartfield

ADDRESS 3611 Huntlee Dr New Orleans, LA 70131

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space # 69 3 ^{1/2} Lot No. 3 Section No. 3 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. 03-15- 2023

SOLD TO:

Mr. Mrs. Miss Shelia C Johnson

ADDRESS 109 Stepts Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE ^{1/2} Lot No. 116 Section No. 2 in South Hill Cemetery

Number of grave spaces 2 Price per grave space \$ 150.00

Price Received \$ 300.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK#6316

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. 03-13- 2023

SOLD TO:

Mr. Mrs. Miss David Chandler

ADDRESS 13113 Southern Valley Dr Pearland, TX 77584

desires to purchase the grave space described below, subject to Cemetery regulations.

S ^{1/2} NE Lot No. 124 Section No. 39 in Highland Cemetery

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., 03-16 2023

SOLD TO:

Mr., Mrs. Miss Philip C. Kolin

ADDRESS 8 Tyler Cove Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 63 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 6611

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-13- 2023

SOLD TO:

Mr., Mrs. Miss Bernice Larkin

ADDRESS 405 Cater St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 122 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 2-28- 2023

SOLD TO:

Mr., Mrs. Miss WALTER P. (PETE) JONES III

ADDRESS 2301 ARACIADA ST, HATTIESBURG, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 52 Section No. 23 in HIGHLAND Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

CK# 6728

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 2-24- 20 23

SOLD TO:

Mr., Mrs. Miss WAYNE & WINSTON BRYANT

ADDRESS 67 S R LAWLER RD, Wiggins MS 39577

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW Lot No. 13 Section No. 39 in HIGHLAND Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00 CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Parker
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02/24/ 20 23

SOLD TO:

Mr., Mrs. Miss Legacy Memorial

ADDRESS 1207 W Pine St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S Lot No. NW Lot No. 96 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00
CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Boline
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02/28/ 20 23

SOLD TO:

Mr., Mrs. Miss Terri Dawson Conner

ADDRESS 1214 W. 7th St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N Lot No. NW Lot No. 114 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Boline

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-01- 2023

SOLD TO:

Mr.. Mrs. Miss Rebecca Malley

ADDRESS 12 Classic Woods Dr Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

SE $\frac{1}{2}$ Lot No. 111 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.⁰⁰

Price Received \$ 250.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02/28/ 2023

SOLD TO:

Mr.. Mrs. Miss Robert E. Hagan

ADDRESS 310 N. 2nd St Ave, Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 28 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Debrah Brumire
Supt. of City Cemeteries

Debit card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-21- 2023

SOLD TO:

Mr.. Mrs. Miss

Jerrell Stokes

ADDRESS

204 McSwain St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S NE 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

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3-20- 2023

SOLD TO:

Mr.. Mrs. Miss

LETSEE MORRIS

ADDRESS

95 ROSA AVE, HATTIESBURG, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N SW 1/4 Lot No. 31 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

[Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03/23/2023

SOLD TO:

Mr. Mrs. Miss

Rosie A Hamilton

ADDRESS

3610 Campbell DR, Apt H-52, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 40 Section No. 39 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$

175.⁰⁰

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Borne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03/22/2023

SOLD TO:

Mr. Mrs. Miss

Althea Smith

ADDRESS

118 Midway Ave, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 32 Section No. 38 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$

175.⁰⁰

ck # 119

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Borne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03/22/2023

SOLD TO:

Mr. Mrs. Miss

Deloris Evans

ADDRESS

118 Midway Ave, 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. 32 Section No. 38 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$

175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

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 David Chandler, 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 124

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 4th day of April, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of April, 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Philip C. Kolin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 63

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 4th day of April, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of April, 2023.

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 THREE HUNDRED AND NO/100 Dollars (\$300.00), 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 Shelia C. Johnson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¹/₄)

Lot Number: 116

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing Two (2) 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 4th day of April, 2023.

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 4th day of April 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robert E. Hogan, 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 28

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 4th day of April, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of April, 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Legacy Memorial, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 96

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 4th day of April, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of April, 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Terri Dawson Conner, 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 114

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 4th day of April, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of April, 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Walter P. (Pete) Jones, III, 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 52

Section 23

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 4th day of April, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of April, 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Wayne & Ernestine Bryant, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 13 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 4th day April, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of April, 2023

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Rebecca Malley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 111 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 4th day April, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of April, 2023

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Deloris Evans, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 32

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 4th day of April, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of April, 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jerell Stokes, 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 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 4th day of April, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of April, 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Althea Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 32

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 4th day of April, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of April, 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Lettie Morris, 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 31

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 4th day of April, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of April, 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Rosie A. Hamilton, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 40

Section 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 4th day of April, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of April, 2023.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, April 4, 2023
Re: Approve claims docket for the period ending March 31, 2023.
File Number: 2023-227
Minute Book #

Summary

Recommendation Statement

Please place this on the April 4, 2023 City Council meeting for consideration.

03/29/2023 15:19
6050jthorne

City of Hattiesburg, MS
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

P 38
apcschdsb

FUND

DUE TO

DUE FR

14

001 General Fund
002 PARKS & RECREATION FUND
005 HATT. MUNICIPAL FIRE PROTECTION
009 WATER & SEWER OPERATION/MAINT.
011 WATER & SEWER FUND
019 POLICE FORFEITURES FUND
072 MUNICIPAL ROAD & BRIDGE
073 MASS TRANSIT FUND
075 WATER&SEWER CONSTRUCTION FUND
077 COMMUNITY CENTERS' FUND
086 SPEC SALES TAX-P&R/UNIV IMPROV
087 INDUSTRIAL PARK DEVELOPMENT
088 PUBLIC SAFETY/REC CONSTRUCTION
097 INFRA IMPROVE-INTRNT SALES TAX
801 CLAIMS FUND

TOTAL

** END OF REPORT - Generated by Jacqueline Thorne **

3,339,332.66
3,340,637.07
3,340,637.07
3,339,332.66
3,339,332.66

YEAR/PERIOD: 2023/6 TO 2023/6													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S				WARRANT	CHECK	DESCRIPTION	
001000					BALANCE SHEET								
001000 060100					GAS/LUBRICANT-CITY BARN								
003497 MAPLES GAS COMPANY				251302	2302440	2023	6	INV	P	15,259.76	033123	296124 GAS & DIESEL QUOTE	
003497 MAPLES GAS COMPANY				251758	2302510	2023	6	INV	P	22,769.49	033123	296124 GAS & DIESEL	
										38,029.25			
003918 PINE BELT OIL COMPAN					INV-147432	2302205	2023	6	INV	P	6,933.11	033123	296156 GAS & DIESEL/FUEL S
003918 PINE BELT OIL COMPAN					INV-148103	2302205	2023	6	INV	P	15,222.79	033123	296156 GAS & DIESEL/FUEL S
										22,155.90			
049752 PIGOTT OIL COMPANY					318907	2302443	2023	6	INV	P	10,285.69	033123	296152 DIESEL FUEL
ACCOUNT TOTAL										70,470.84			
001000 122000					DAMAGE DEPOSITS								
049758 ANGELA ARRINGTON				3/21/23	0	2023	6	INV	P	500.00	033123	296005 DAMAGE DEPOSIT REFU	
ACCOUNT TOTAL										500.00			
ORG 001000 TOTAL										70,970.84			
001001					REVENUES								
001001 287000					POLICE/FIRE-SPECIAL DUTY								
047581 PROTECTION AGENCY &				1390	0	2023	6	INV	P	125.00	033123	296163 PINK LADY-10/1/22 E	
047581 PROTECTION AGENCY &				1595	0	2023	6	INV	P	95.00	033123	296163 L MADARIS-3/4/23 EV	
047581 PROTECTION AGENCY &				1596	0	2023	6	INV	P	125.00	033123	296163 A ARRINGTON-3/11/23	
										345.00			
ACCOUNT TOTAL										345.00			
001001 332000					POLICE FINES								
004271 SOUTHERN FINANCIAL S				CMCHAT2 1/21-3/1/23	0	2023	6	INV	P	139.70	033123	296191 POLICE FINES COLLEC	
004271 SOUTHERN FINANCIAL S				CMCHAT3 2/28-3/1/23	0	2023	6	INV	P	1,024.93	033123	296190 POLICE FINES COLLEC	
										1,164.63			
ACCOUNT TOTAL										1,164.63			
001001 342000					CEMETERY FEES								
049757 FRANKLIN, CONTESSA				3/21/23 REFUND	0	2023	6	INV	P	150.00	033123	296078 REFUND 3/7/23 CREDI	
ACCOUNT TOTAL										150.00			
ORG 001001 TOTAL										1,659.63			
001003					CITY COUNCIL								
001003 606000					TELEPHONE AND TELEGRAPH								
002160 AT&T MOBILITY				287273578351x030823	0	2023	6	INV	P	291.38	033123	296013 MB2016-287/WIRLESS	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL	291.38		
001003	684501					REG FEE/TUITION-WARD 1				
003694	MS MUNICIPAL LEAGUE	35973	0	2023	6	INV P	325.00	033123	296135	COUNCIL - 2023 MML
							ACCOUNT TOTAL	325.00		
001003	684503					REG FEE/TUITION-WARD 3				
003694	MS MUNICIPAL LEAGUE	35973	0	2023	6	INV P	325.00	033123	296135	COUNCIL - 2023 MML
							ACCOUNT TOTAL	325.00		
001003	684504					REG FEE/TUITION-WARD 4				
003694	MS MUNICIPAL LEAGUE	35973	0	2023	6	INV P	325.00	033123	296135	COUNCIL - 2023 MML
							ACCOUNT TOTAL	325.00		
001003	684505					REG FEE/TUITION-WARD 5				
003694	MS MUNICIPAL LEAGUE	35973	0	2023	6	INV P	325.00	033123	296135	COUNCIL - 2023 MML
							ACCOUNT TOTAL	325.00		
001003	6845DC					REG FEE/TUITION-DEPCLERK				
003694	MS MUNICIPAL LEAGUE	35973	0	2023	6	INV P	325.00	033123	296135	COUNCIL - 2023 MML
							ACCOUNT TOTAL	325.00		
001003	732700					DATA PROCESSING EQUIP.				
004057	RJ YOUNG COMPANY	iINV6035235	0	2023	6	INV P	3,312.78	033123	296170	PURCHASE OF COPIER
							ACCOUNT TOTAL	3,312.78		
							ORG 001003 TOTAL	5,229.16		
CITY COURT										
001015	501000					OTHER EXPENDABLE OFF.SPL				
003810	OFFICE PRODUCTS PLUS	1011863-2	2302318	2023	6	INV P	42.60	033123	296144	OFFICE SUPPLIES COU
							ACCOUNT TOTAL	42.60		
001015	559100					OTHER OPER.MATLS-FULL R				
003810	OFFICE PRODUCTS PLUS	1011866-1	2302316	2023	6	INV P	30.78	033123	296144	BHC OFFICE SUPPLIES
003810	OFFICE PRODUCTS PLUS	1011866-2	2302316	2023	6	INV P	2.05	033123	296144	BHC OFFICE SUPPLIES
								32.83		
							ACCOUNT TOTAL	32.83		
001015	604800					OTHER PROF.-VICTIM'S ADV.GRANT				
002564	COURT PROGRAMS INC	5419696	0	2023	6	INV P	665.00	033123	296051	GR# 1H79TI081923-01
003917	PINE BELT MENTAL HEA	2022-12	0	2023	6	INV P	20,584.92	033123	296155	COURT BHC PINE BELT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6														
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S				WARRANT	CHECK	DESCRIPTION		
003917	PINE BELT MENTAL	HEA	2023-01		0	2023	6	INV	P	14,309.66	033123	296155	COURT BHC PINE BELT	
003917	PINE BELT MENTAL	HEA	2023-02		0	2023	6	INV	P	14,239.18	033123	296155	COURT BHC PINE BELT	
										49,133.76				
ACCOUNT TOTAL										49,798.76				
001015	604900				OTHER PROFESSIONAL SERV.									
003940	POLK-PAYTON, GAY	ATT	30		0	2023	6	INV	P	5,500.00	033123	296159	PROTEM JUDGES HOURS	
ACCOUNT TOTAL										5,500.00				
001015	604901				OTHER PROF-TECHNOLOGY									
004050	RICOH CORP		37799066		0	2023	6	INV	P	287.51	033123	296169	COURT RICOH COPIER	
004482	TYLER TECHNOLOGIES	IN	025-388368		0	2023	6	INV	P	5,000.00	033123	296202	MB# 2020-29 COURT	
004482	TYLER TECHNOLOGIES	IN	025-402602		0	2023	6	INV	P	300.00	033123	296202	MB# 2020-29 COURT M	
										5,300.00				
ACCOUNT TOTAL										5,587.51				
001015	606000				TELEPHONE AND TELEGRAPH									
002160	AT&T MOBILITY		287273578351X030823		0	2023	6	INV	P	526.92	033123	296013	MB2016-287/WIRLESS	
ACCOUNT TOTAL										526.92				
001015	630500				ELECTRICITY									
003700	MS POWER COMPANY		E2023 3.23.23		0	2023	6	INV	P	243.58	033123	296136	MS POWER VARIOUS DE	
ACCOUNT TOTAL										243.58				
001015	684500				REGISTRATION FEE/TUITION									
003693	MS MUNICIPAL COURT C		2022-2023		0	2023	6	INV	P	100.00	033123	296134	COURT MS MUNICIPAL	
ACCOUNT TOTAL										100.00				
ORG 001015 TOTAL										61,832.20				
001020	MAYOR/ADMIN.													
001020	606000				TELEPHONE AND TELEGRAPH									
002160	AT&T MOBILITY		287273578351X030823		0	2023	6	INV	P	183.29	033123	296013	MB2016-287/WIRLESS	
ACCOUNT TOTAL										183.29				
001020	611000				TRAVEL EXPENSE									
002196	BARKER, THOMAS		TRAVEL3/28		0	2023	6	INV	P	280.00	033123	296019	NLC CONFERENCE/TRAV	
002196	BARKER, THOMAS		UMMC TRAVEL		0	2023	6	INV	P	46.00	033123	296019	TRAVEL/UMMC POLICE	
										326.00				
ACCOUNT TOTAL										326.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001020	615000			ADVERTISING						
002299	BOY SCOUTS OF AMERIC	BOYSCOUTS1	0	2023	6	INV P	1,000.00	033123	296024	WHITNEY YOUNG SERVI
				ACCOUNT TOTAL			1,000.00			
001020	615600			ADVERTISING-USM-ISP						
003397	LEARFIELD IMG COLLEG	749-225868-460440	0	2023	6	INV P	37,521.00	033123	296119	2022-2023 SOUTHERN
				ACCOUNT TOTAL			37,521.00			
				ORG 001020	TOTAL		39,030.29			
001042				ACCOUNTING DIV.						
001042	604900			OTHER PROFESSIONAL SERV.						
002406	CANON FINANCIAL SERV	30136410	0	2023	6	INV P	176.95	033123	296034	CANON MB-2018-145 P
				ACCOUNT TOTAL			176.95			
				ORG 001042	TOTAL		176.95			
001081				LOSS CONTROL						
001081	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X030823	0	2023	6	INV P	104.83	033123	296013	MB2016-287/WIRLESS
				ACCOUNT TOTAL			104.83			
				ORG 001081	TOTAL		104.83			
001090				URBAN DEVELOPMT						
001090	604900			OTHER PROFESSIONAL SERV.						
047055	INTERPRETERS & TRANS	183592A	0	2023	6	INV P	51.91	033123	296103	TRANSLATION SERVICE
				ACCOUNT TOTAL			51.91			
001090	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X030823	0	2023	6	INV P	345.63	033123	296013	MB2016-287/WIRLESS
				ACCOUNT TOTAL			345.63			
				ORG 001090	TOTAL		397.54			
001091				INFO TECHNOLOGY						
001091	508000			COMPUTER SUPPLIES						
002383	C D W GOVERNMENT	HL80086	2302424	2023	6	INV P	1,368.76	033123	296031	COMPUTER SUPPLIES -
003583	METRIX SOLUTIONS	M90011	2302192	2023	6	INV P	36.50	033123	296128	EQUIPMENT FOR SERVE
049678	SERVICE ELECTRICAL S	3323	2302194	2023	6	INV P	3,011.90	033123	296179	BATTERY FOR HPD - I
				ACCOUNT TOTAL			4,417.16			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
001091	604900				OTHER PROFESSIONAL SERV.						
002158	AT&T	0591	3.8.23	0	2023	6	INV P	94.00	033123	296010	INTERACT SUPPORT -
002158	AT&T	0598	3.8.23	0	2023	6	INV P	6,790.00	033123	296010	INTERACT SUPPORT -
								6,884.00			
002160	AT&T MOBILITY	287273578351X030823		0	2023	6	INV P	182.43	033123	296013	MB2016-287/WIRLESS
002905	GILLILANDS ELECTRONI	10497		0	2023	6	INV P	90.00	033123	296083	TELEPHONE SERVICE -
					ACCOUNT TOTAL			7,156.43			
001091	606800				NETWORK						
002384	C SPIRE (MEGAGATE)	205876-76.		0	2023	6	INV P	425.00	033123	296033	NETWORK/INTERET - M
003912	PILEUM CORPORATION	P89797		0	2023	6	INV P	3,226.25	033123	296153	BILLABLE TIME - IT
					ACCOUNT TOTAL			3,651.25			
001091	732700				DATA PROCESSING EQUIP.						
002383	C D W GOVERNMENT	HL80086		2302424	2023	6	INV P	3,451.19	033123	296031	COMPUTER SUPPLIES -
					ACCOUNT TOTAL			3,451.19			
					ORG 001091	TOTAL		18,676.03			
001092					GEN.GOV'T.BLDG						
001092	513000				CHEMICALS						
002459	CHEM-AQUA	8162354		0	2023	6	INV P	612.50	033123	296041	WATER TRMNT MARCH 2
					ACCOUNT TOTAL			612.50			
001092	560000				BUILDING MATERIALS & SPLY						
002150	ASH MILLWORKS	55553		2302171	2023	6	INV P	95.84	033123	296009	MATERIAL TO REPAIR
					ACCOUNT TOTAL			95.84			
001092	561000				PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	295668		2302174	2023	6	INV P	44.90	033123	296127	MATERIAL TO REPAIR
003543	MCELHANEY PLUMBING I	295781		2302406	2023	6	INV P	85.80	033123	296127	MATERIAL TO REPAIR
								130.70			
					ACCOUNT TOTAL			130.70			
001092	630500				ELECTRICITY						
003700	MS POWER COMPANY	e2023 3.13.23		0	2023	6	INV P	383.33	033123	296136	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023 3.23.23		0	2023	6	INV P	4,123.40	033123	296136	MS POWER VARIOUS DE
								4,506.73			
					ACCOUNT TOTAL			4,506.73			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001092	635500										
004234	SMITH, JIM SERVICES	0000092619			2302175	2023	6	INV P	338.72	033123	296188 MATERIAL TO REPAIR
									338.72		
001092	639400										
003040	HAVARD PEST CONTROL	2073202			0						
									90.00	033123	296090 HAVARD PEST CONTROL
									90.00		
									5,774.49		
001093	630500										
003700	MS POWER COMPANY	E2023 3.23.23			0				2,400.79	033123	296136 MS POWER VARIOUS DE
									2,400.79		
									2,400.79		
001094	535500										
003216	J M H GRAPHICS	37540			2302202	2023	6	INV P	371.00	033123	296105 MPO UNIFORM
									371.00		
001094	604900										
002160	AT&T MOBILITY	287273578351X030823			0				37.23	033123	296013 MB2016-287/WIRLESS
									37.23		
									408.23		
001095	602500										
002906	GLADDEN LAW OFFICE P 305B				0				1,653.50	033123	296084 PLANNING, ZONING, A
004694	ZAC FAIRLEY APPRAISA 1124				0				350.00	033123	296217 APPRAISAL SERVICES
									2,003.50		
001095	602700										
002856	FORREST GENERAL HOSP EAP STATEMENT 3.2023				0				8,925.00	033123	296075 EAP STATEMENT MARCH
									8,925.00		
001095	604900										
002523	COMCAST CABLEVISION 3.11.23				0				311.36	033123	296048 COMCAST CITY HALL 3
004482	TYLER TECHNOLGIES IN 045-413836				0				2,109.41	033123	296202 MUNIS PACE - ANDREW

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
048743	COMBINED BENEFITS	INVOICE #23	0	2023	6	INV P	1,787.71	033123	296047	2022 ACA FILINGS, M
ACCOUNT TOTAL							4,208.48			
001095	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	L2023 3.13.23	0	2023	6	INV P	50.17	033123	296010	AT&T BLUE LIGHTS 60
ACCOUNT TOTAL							50.17			
ORG 001095 TOTAL							15,187.15			
001100				POLICE/PUB.SFTY						
001100	535000			UNIFORMS, BADGES, ETC.						
003588	MID SOUTH UNIFORM &	637727	2300612	2023	6	INV P	694.20	033123	296129	OUTER CARRIER FOR T
ACCOUNT TOTAL							694.20			
001100	535500			WEARING APPAREL						
002879	GALL'S LLC	023179034	0	2023	6	INV P	17.21	033123	296080	ADDITIONAL COST FOR
ACCOUNT TOTAL							17.21			
001100	546000			MINOR EQUIPMENT						
003220	JACKSON COMMUNICATIO	169898	2300977	2023	6	INV P	2,498.03	033123	296106	REPAIR TO RADIOS-HP
ACCOUNT TOTAL							2,498.03			
001100	570000			MTR VEHICLE REP. PTS/SPL						
002060	ADVANCE AUTO PARTS	5604306072588	2302432	2023	6	INV P	140.60	033123	295996	WIPER BLADES FOR ST
002060	ADVANCE AUTO PARTS	5604308072589	2302413	2023	6	INV P	162.36	033123	295996	OIL-HPD
002060	ADVANCE AUTO PARTS	5604308072590	2302396	2023	6	INV P	725.45	033123	295996	REPAIR PARTS FOR VA
002060	ADVANCE AUTO PARTS	5604308072591	2302343	2023	6	INV P	46.14	033123	295996	BRAKE PADS FOR UNIT
002060	ADVANCE AUTO PARTS	5604308672694	2302511	2023	6	INV P	1,469.98	033123	295996	REPAIR PARTS FOR VA
002060	ADVANCE AUTO PARTS	5604308772728	2302517	2023	6	INV P	145.14	033123	295996	LIFT SUPPORT FOR SH
002060	ADVANCE AUTO PARTS	5604308772740	2302328	2023	6	INV P	658.79	033123	295996	REPAIR PARTS FOR VA
							3,348.46			
003074	HELLFIGHTERS USA	86358	2302061	2023	6	INV P	69.50	033123	296091	SPRINGS FOR MOTORS-
003915	PINE BELT CDJR, INC	81646	2302155	2023	6	INV P	269.76	033123	296154	SENSOR FOR STOCK-HP
004514	UNIVERSITY TIRE & SE	INV212943	2302521	2023	6	INV P	2,353.22	033123	296206	TIRES FOR STOCK-HPD
048827	CARQUEST	14758-23080	2302123	2023	6	INV P	563.68	033123	296037	REPAIR PARTS FOR UN
049676	GARY HAWKINS	0084525	2302130	2023	6	INV P	535.98	033123	296081	WRENCH -HPD
ACCOUNT TOTAL							7,140.60			
001100	604900			OTHER PROFESSIONAL SERV.						
002610	D P S CRIME LAB	90129072	0	2023	6	INV P	480.00	033123	296055	ANALYTICAL FEES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6		ACCOUNT/VENDOR INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
047055	INTERPRETERS & TRANS	183592-A		0	2023	6	INV P	146.78	033123	296103 INTERPRETER SERVICE
049046	HENDERSON PAULA	021009		2301836	2023	6	INV P	3,650.00	033123	296093 CLEANING OF NEW BUI
ACCOUNT TOTAL								4,276.78		
001100	604921	NOLA EXPENSE								
002901	GILKEY ELECTRIC SUPP	366747		2300620	2023	6	INV P	359.80	033123	296082 POWER BOX & POLE MO
ACCOUNT TOTAL								359.80		
001100	606000	TELEPHONE AND TELEGRAPH								
002158	AT&T	0563149329001	3/15	0	2023	6	INV P	46.04	033123	296012 LONG DISTANCE POLIC
002158	AT&T	54549101030591	3/23	0	2023	6	INV P	192.96	033123	296011 POLICE DISPATCH
002158	AT&T	T2023	3.8.23	0	2023	6	INV P	76.00	033123	296010 AT&T 301 M26-9404 4
								315.00		
002160	AT&T MOBILITY	287273578351X030823		0	2023	6	INV P	1,793.69	033123	296013 MB2016-287/WIRLESS
ACCOUNT TOTAL								2,108.69		
001100	611000	TRAVEL EXPENSE								
049765	JUDITH RUPLE	96660TJUDITHRUPLE		0	2023	6	INV P	1,197.00	033123	296113 TRAVEL ADVANCE JUDI
ACCOUNT TOTAL								1,197.00		
001100	630500	ELECTRICITY								
003700	MS POWER COMPANY	E2023	3.23.23	0	2023	6	INV P	13,553.79	033123	296136 MS POWER VARIOUS DE
ACCOUNT TOTAL								13,553.79		
001100	638400	MOTOR VEHICLE EQ. R&M								
003476	MAACO COLLISION REPA	28017		2302336	2023	6	INV P	2,589.90	033123	296123 REPAIRS TO UNIT#178
049642	BULLEN TRAILER SALES	021523		2301738	2023	6	INV P	7,020.00	033123	296029 TWO QUOTE - TRAILOR
ACCOUNT TOTAL								9,609.90		
001100	639800	TOW IN CHARGES								
003389	LARRY'S WRECKER SERV	10963		0	2023	6	INV P	70.00	033123	296117 TOWING OF UNIT#1831
003389	LARRY'S WRECKER SERV	11027		0	2023	6	INV P	70.00	033123	296117 TOWING OF UNIT#1831
								140.00		
ACCOUNT TOTAL								140.00		
001100	684500	REGISTRATION FEE/TUITION								
049756	FORENSIC PIECES, INC	03.17.23		0	2023	6	INV P	465.00	033123	296072 REGISTRATION FOR JU
ACCOUNT TOTAL								465.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ORG 001100		TOTAL		42,061.00		
001131					JOINT P&F TRNG.						
001131 535600					WEARING APPAREL-FIRE						
002728		ELITE SCREEN PRINTIN	46377		2302320	2023	6	INV P	666.00	033123	296063 P/F TRAINING ACADEM
002728		ELITE SCREEN PRINTIN	46378		2302321	2023	6	INV P	120.00	033123	296063 P/F TRAINING ACADEM
									786.00		
					ACCOUNT TOTAL		786.00				
001131 630500					ELECTRICITY						
003700		MS POWER COMPANY	e2023 3.13.23		0	2023	6	INV P	886.01	033123	296136 MS POWER VARIOUS DE
					ACCOUNT TOTAL		886.01				
001131 639400					DISINFECT./EXTERMINATION						
003040		HAVARD PEST CONTROL	2058764		0	2023	6	INV P	50.00	033123	296090 HAVARD PEST CONTROL
					ACCOUNT TOTAL		50.00				
001131 644900					OTHER RENT						
004273		SOUTHERN GAS & SUPPL	37601704		0	2023	6	INV P	67.27	033123	296192 P/F TRAINING ACADEM
					ACCOUNT TOTAL		67.27				
001131 742000					PICK UP TRUCKS						
049588		GULFPORT CAPITAL,LLC	0011392		2302085	2023	6	INV P	46,000.00	033123	296087 VEHICLE FOR TRAININ
					ACCOUNT TOTAL		46,000.00				
					ORG 001131		TOTAL		47,789.28		
001160					FIRE DIVISION						
001160 510000					CLEANING/JANITORIAL SPLY						
002471		CINTAS CORPORATION #	4149392912		0	2023	6	INV P	148.31	033123	296044 HFD STATION 9 JANIT
002471		CINTAS CORPORATION #	4149797549		0	2023	6	INV P	27.89	033123	296045 HFD MECHANIC SHOP J
									176.20		
048909		BRADY COMPANIES, LLC	7733208		2301004	2023	6	INV P	316.55	033123	296026 HFD JANITORIAL SUPP
048909		BRADY COMPANIES, LLC	7736423		2301004	2023	6	INV P	469.96	033123	296026 HFD JANITORIAL SUPP
048909		BRADY COMPANIES, LLC	7760803		2301004	2023	6	INV P	23.31	033123	296026 HFD JANITORIAL SUPP
048909		BRADY COMPANIES, LLC	7810127		2301570	2023	6	INV P	623.72	033123	296026 HFD JANITORIAL SUPP
									1,433.54		
					ACCOUNT TOTAL		1,609.74				
001160 570000					MTR VEHICLE REP. PTS/SPL						
002194		BARDING GENERATOR &	8994		2302455	2023	6	INV P	48.50	033123	296018 HFD OLD RESERVE 4 U

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002216	BATTERY WORLD	304175	2302245	2023	6	INV	P		35.00	033123	296020 HFD LADDER 1 UNIT #
002598	CUMMINS MID SOUTH LL	C6-43805	2302359	2023	6	INV	P		535.90	033123	296054 HFD ENGINE 2 UNIT #
002738	EMPIRE TRUCK SALES	CE006207798:01	2302357	2023	6	INV	P		240.99	033123	296065 HFD ENGINE 2 UNIT #
003818	O'REILLY AUTO PARTS	0943-442004	2302353	2023	6	INV	P		201.03	033123	296143 HFD SHOP SUPPLIES F
ACCOUNT TOTAL									1,061.42		
001160	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X030823	0	2023	6	INV	P		248.03	033123	296013 MB2016-287/WIRLESS
ACCOUNT TOTAL									248.03		
001160	611000			TRAVEL EXPENSE							
049084	SHAWN WHITAKER	9682	0	2023	6	INV	P		952.48	033123	296181 HFD DEPUTY FIRE MAR
ACCOUNT TOTAL									952.48		
001160	612000			FREIGHT							
002598	CUMMINS MID SOUTH LL	C6-43805	2302359	2023	6	INV	P		12.77	033123	296054 HFD ENGINE 2 UNIT #
002738	EMPIRE TRUCK SALES	CE006207798:01	2302357	2023	6	INV	P		20.00	033123	296065 HFD ENGINE 2 UNIT #
ACCOUNT TOTAL									32.77		
001160	630000			GAS							
004321	SPIRE	G2023 3.16.23	0	2023	6	INV	P		150.22	033123	296196 SPIRE VARIOUS DEPTS
004321	SPIRE	G2023 3.23.23	0	2023	6	INV	P		668.57	033123	296196 SPIRE 104 LAMAR BLV
									818.79		
ACCOUNT TOTAL									818.79		
001160	630500			ELECTRICITY							
003700	MS POWER COMPANY	e2023 3.13.23	0	2023	6	INV	P		311.01	033123	296136 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023 3.23.23	0	2023	6	INV	P		2,812.88	033123	296136 MS POWER VARIOUS DE
									3,123.89		
004282	SOUTHERN PINE ELECTR	e2023 3.21.23	0	2023	6	INV	P		140.02	033123	296193 SOUTHERN PINE VARIO
ACCOUNT TOTAL									3,263.91		
001160	631500			WATER							
002146	ARNOLD LINE WATER AS	T2023 3.21.23	0	2023	6	INV	P		25.00	033123	296008 ARNOLD LINE WATER 3
ACCOUNT TOTAL									25.00		
001160	635000			BUILDING R&M							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002120	ANDERSON RETAIL INC	173483		2302065	2023	6	INV	P	149.08 033123	296004	HFD STATION 3 REPAI
002714	ECONOMY SUPPLY CO	093862		2302063	2023	6	INV	P	842.50 033123	296062	HFD STATION 3 REPAI
002714	ECONOMY SUPPLY CO	095171		2302309	2023	6	INV	P	69.95 033123	296062	HFD STATION 5 REPAI
									912.45		
003543	MCELHANEY PLUMBING I	295686		2302296	2023	6	INV	P	26.90 033123	296127	HFD STATION 4 REPAI
004498	UNDERWOOD DOOR COMPA	15218		2302240	2023	6	INV	P	250.00 033123	296203	HFD STATION 4 BAY D
ACCOUNT TOTAL									1,338.43		
001160	638200			MINOR EQUIPMENT R&M							
002194	BARDING GENERATOR &	8928		2302356	2023	6	INV	P	28.50 033123	296018	HFD STATION 7 LAWNM
ACCOUNT TOTAL									28.50		
001160	641000			OFFICE EQUIPMENT RENT							
004050	RICOH CORP	37799257		0	2023	6	INV	P	192.00 033123	296169	HFD ADMIN OFFICE CO
ACCOUNT TOTAL									192.00		
001160	642500			CYLINDER RENT							
002071	AIRGAS USA LLC (NORD	9995212969		0	2023	6	INV	P	57.55 033123	295997	HFD MEDICAL OXYGEN
ACCOUNT TOTAL									57.55		
001160	684500			REGISTRATION FEE/TUITION							
049084	SHAWN WHITAKER	9682		0	2023	6	INV	P	275.00 033123	296181	HFD DEPUTY FIRE MAR
ACCOUNT TOTAL									275.00		
ORG 001160 TOTAL									9,903.62		
001180				LAND DEVEL.ADM.							
001180	501000			OTHER EXPENDABLE OFF.SPL							
004205	SIGNS FIRST	H-84059		2302438	2023	6	INV	P	36.00 033123	296187	NAMEPLATES FOR PLAN
ACCOUNT TOTAL									36.00		
001180	570000			MTR VEHICLE REP. PTS/SPL							
004514	UNIVERSITY TIRE & SE	INV212466		2302436	2023	6	INV	P	51.70 033123	296206	OIL CHANGE FOR UNIT
ACCOUNT TOTAL									51.70		
001180	602300			ABSTRACTING & RECORDING							
002847	FORREST COUNTY CHANC	140 & 141		0	2023	6	INV	P	602.00 033123	296073	FEBERUARY 2023 RECO
ACCOUNT TOTAL									602.00		
001180	606000			TELEPHONE AND TELEGRAPH							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
002160	AT&T MOBILITY	287273578351X030823	0	2023	6	INV P	1,037.97	033123	296013	MB2016-287/WIRLESS	
ACCOUNT TOTAL							1,037.97				
001180	638400	MOTOR VEHICLE EQ. R&M									
004514	UNIVERSITY TIRE & SE	INV212623	2302449	2023	6	INV P	70.45	033123	296206	OIL CHANGE AND WIPE	
ACCOUNT TOTAL							70.45				
001180	732700	DATA PROCESSING EQUIP.									
002383	C D W GOVERNMENT	HK10865	2302347	2023	6	INV P	2,879.47	033123	296031	IPAD ACCESSORIES FO	
002383	C D W GOVERNMENT	HK19595	2302347	2023	6	INV P	1,067.00	033123	296031	IPAD ACCESSORIES FO	
002383	C D W GOVERNMENT	HL95690	2302437	2023	6	INV P	4,999.50	033123	296031	PRINTERS FOR CODE E	
							8,945.97				
ACCOUNT TOTAL							8,945.97				
ORG 001180 TOTAL							10,744.09				
001190	P/S CONTRAC.SER										
001190	602700	MEDICAL									
002960	GULF GUARANTY EMPLOY	230324145636	0	2023	6	INV P	3,385.36	033123	296086	INMATES MEDICAL BIL	
ACCOUNT TOTAL							3,385.36				
001190	681500	JAIL EXPENSE									
002851	FORREST CTY SUPERVIS	02.02.23-02.28.23	0	2023	6	INV P	60,639.87	033123	296074	HOUSING OF INMATES	
ACCOUNT TOTAL							60,639.87				
001190	686500	EMERGENCY MGMT.CONTRIB.									
002734	EMERGENCY MANAGEMENT QE	3/31/23	0	2023	6	INV P	38,750.00	033123	296064	CONTRIBUTION QE 3/3	
ACCOUNT TOTAL							38,750.00				
ORG 001190 TOTAL							102,775.23				
001191	TRAFFIC MAINT.										
001191	501000	OTHER EXPENDABLE OFF.SPL									
002795	FASTENAL COMPANY	MSHAT237280	2302326	2023	6	INV P	178.56	033123	296071	OFFICE SUPPLIES	
ACCOUNT TOTAL							178.56				
001191	545000	HAND TOOLS									
002901	GILKEY ELECTRIC SUPP	365748	0	2023	6	INV P	105.00	033123	296082	TRAFFIC SCREWDRIVER	
ACCOUNT TOTAL							105.00				
001191	546000	MINOR EQUIPMENT									
002795	FASTENAL COMPANY	MSHAT237279	2301971	2023	6	INV P	140.90	033123	296071	MINOR EQUIPMENT	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
						ACCOUNT TOTAL			140.90			
001191	606000					TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X030823	0	2023	6	INV	P	82.60	033123	296013	MB2016-287/WIRLESS	
						ACCOUNT TOTAL			82.60			
001191	630500					ELECTRICITY						
003700	MS POWER COMPANY	E2023 3.23.23	0	2023	6	INV	P	1,086.53	033123	296136	MS POWER VARIOUS DE	
						ACCOUNT TOTAL			1,086.53			
001191	639400					DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2058775	0	2023	6	INV	P	45.00	033123	296090	HAVARD PEST CONTROL	
						ACCOUNT TOTAL			45.00			
001191	643000					UNIFORM RENT						
002471	CINTAS CORPORATION # 4149094128	0	2023	6	INV	P	25.00	033123	296045	TRAFFIC	UNIFORM	S
002471	CINTAS CORPORATION # 4149795341	0	2023	6	INV	P	25.00	033123	296045	TRAFFIC	SC/ 820004	
002471	CINTAS CORPORATION # 4150495858	0	2023	6	INV	P	25.00	033123	296045	TRAFFIC	UNIFORM	S
									75.00			
						ACCOUNT TOTAL			75.00			
001191	643500					MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION # 4149093934	0	2023	6	INV	P	7.70	033123	296045	TRAFFIC	MATS SC/	
002471	CINTAS CORPORATION # 4149795016	0	2023	6	INV	P	7.70	033123	296045	TRAFFIC	MATS SC/82	
002471	CINTAS CORPORATION # 4150495574	0	2023	6	INV	P	7.70	033123	296045	TRAFFIC	SC/8200044	
									23.10			
						ACCOUNT TOTAL			23.10			
						ORG 001191 TOTAL			1,736.69			
STREET DIV.												
001201	540000					ASPHALT & ASPHALT PROD.						
004586	WARREN PAVING INC	74269	2302060	2023	6	INV	P	394.66	033123	296207	ASPHALT/VARIOUS	LOC
004586	WARREN PAVING INC	74276	2302060	2023	6	INV	P	533.27	033123	296207	ASPHALT/VARIOUS	LOC
004586	WARREN PAVING INC	74297	2302060	2023	6	INV	P	518.27	033123	296207	ASPHALT/VARIOUS	LOC
004586	WARREN PAVING INC	74447	2302060	2023	6	INV	P	508.55	033123	296207	ASPHALT/VARIOUS	LOC
004586	WARREN PAVING INC	74456	2302060	2023	6	INV	P	515.62	033123	296207	ASPHALT/VARIOUS	LOC
004586	WARREN PAVING INC	74514	2302060	2023	6	INV	P	294.89	033123	296207	ASPHALT/VARIOUS	LOC
004586	WARREN PAVING INC	74728	2302060	2023	6	INV	P	379.65	033123	296207	ASPHALT/VARIOUS	LOC
004586	WARREN PAVING INC	74734	2302060	2023	6	INV	P	174.81	033123	296207	ASPHALT/VARIOUS	LOC
004586	WARREN PAVING INC	74740	2302060	2023	6	INV	P	452.05	033123	296207	ASPHALT/VARIOUS	LOC
004586	WARREN PAVING INC	74784	2302060	2023	6	INV	P	305.49	033123	296207	ASPHALT/VARIOUS	LOC
004586	WARREN PAVING INC	74834	2302060	2023	6	INV	P	530.63	033123	296207	ASPHALT/VARIOUS	LOC
									4,607.89			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL							4,607.89		
001201	540500			CONCRETE, CEMENT, ETC.					
002714	ECONOMY SUPPLY CO	09562	2302470	2023	6	INV P	1,396.50	033123	296062 PORTLAND CEMENT
ACCOUNT TOTAL							1,396.50		
001201	559000			OTHER OPERATING MATL/SPLY					
003987	PUCKETT RENTS	955804-0001	2302479	2023	6	INV P	827.16	033123	296164 SUPPLIES FOR THE AS
ACCOUNT TOTAL							827.16		
001201	570000			MTR VEHICLE REP. PTS/SPL					
002166	AUTO ARMATURE SERVIC	29586	2300131	2023	6	INV P	349.90	033123	296016 UNIT 21706 BATTERY'
048827	CARQUEST	14758-23253	2302418	2023	6	INV P	312.20	033123	296037 UNIT 20051 FUEL PUM
048827	CARQUEST	14758-23356	2302458	2023	6	INV P	47.99	033123	296037 UNIT 20053 TPMS SEN
048827	CARQUEST	14758-23596	2302526	2023	6	INV P	104.40	033123	296037 BRAKES/UNIT 15963
048827	CARQUEST	14758-23642	2302547	2023	6	INV P	122.78	033123	296037 PART/UNIT #17017
							587.37		
ACCOUNT TOTAL							937.27		
001201	604900			OTHER PROFESSIONAL SERV.					
003242	JEFCOAT FENCE OF HAT	0024177	2300213	2023	6	INV P	4,950.00	033123	296109 CHAIN FENCE WITH GR
048676	PROCARE LANDS	12	0	2023	6	INV P	6,000.00	033123	296162 WKLY MAINTENANCE OF
048966	MARTINEZ DAVID J	110	0	2023	6	INV P	1,000.00	033123	296126 FEB WEEKLY CUT & MA
ACCOUNT TOTAL							11,950.00		
001201	638700			AGRICULTURAL EQ. R&M					
002577	CRAIN TRACTOR & EQUI	R081605	2302480	2023	6	INV P	3,104.85	033123	296053 REPAIR ON UNIT #167
002577	CRAIN TRACTOR & EQUI	R081606	2302478	2023	6	INV P	955.48	033123	296053 REPAIRS ON UNIT 167
							4,060.33		
ACCOUNT TOTAL							4,060.33		
001201	643000			UNIFORM RENT					
002471	CINTAS CORPORATION #	4149795149	0	2023	6	INV P	48.18	033123	296044 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4149795233	0	2023	6	INV P	62.73	033123	296044 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4149795283	0	2023	6	INV P	92.38	033123	296044 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4149795348	0	2023	6	INV P	54.29	033123	296044 UNIFORM SC 82000447
002471	CINTAS CORPORATION #	4149795402	0	2023	6	INV P	18.56	033123	296045 UNIFORMS SC 8200044
							276.14		
ACCOUNT TOTAL							276.14		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
				ORG 001201	TOTAL			24,055.29			
001202 STREET LIGHTS											
001202 630500 ELECTRICITY											
003700	MS POWER COMPANY	e2023 3.13.23	0	2023	6	INV	P	2,026.52	033123	296136	MS POWER VARIOUS DE
003700	MS POWER COMPANY	e2023 3.16.23	0	2023	6	INV	P	52.02	033123	296136	MS POWER 2102 W PIN
003700	MS POWER COMPANY	E2023 3.23.23	0	2023	6	INV	P	102,065.56	033123	296136	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023 3.8	0	2023	6	INV	P	35.00	033123	296136	MS POWER 121 DOLEAC
003700	MS POWER COMPANY	E2023 MARCH 23	0	2023	6	INV	P	103.84	033123	296136	MS POWER 619 N 25TH
								104,282.94			
003873 PEARL RIVER VALLEY E 2023-20 MAR				0	2023	6	INV	P	1,234.97	033123	296148 PEARL RIVER VALLE E
004282 SOUTHERN PINE ELECTR e2023 3.21.23				0	2023	6	INV	P	82.41	033123	296193 SOUTHERN PINE VARIO
ACCOUNT TOTAL								105,600.32			
				ORG 001202	TOTAL			105,600.32			
001203 ENGR/PUBLIC SER											
001203 601500 ENGINEERING											
003764	NEEL-SCHAFFER INC	1083157-1084207	0	2023	6	INV	P	9,166.66	033123	296140	MB#2021-373 MS4 PRO
003764	NEEL-SCHAFFER INC	1083623	0	2023	6	INV	P	1,188.68	033123	296140	MB#2021-3.99 LINCOL
003764	NEEL-SCHAFFER INC	1083624	0	2023	6	INV	P	5,927.72	033123	296140	MB#2021-546 4TH STR
								16,283.06			
004197	SHOWS DEARMAN & WAIT	23303	0	2023	6	INV	P	5,835.00	033123	296185	MB#2012-1/34 GENERA
004197	SHOWS DEARMAN & WAIT	23304	0	2023	6	INV	P	1,102.50	033123	296185	MB#2012-1/34 RIVER
004197	SHOWS DEARMAN & WAIT	23306	0	2023	6	INV	P	630.00	033123	296185	MB#2012-1/34 SITE P
004197	SHOWS DEARMAN & WAIT	23308	0	2023	6	INV	P	4,680.00	033123	296185	MB#2012-1/34 CITY W
								12,247.50			
ACCOUNT TOTAL								28,530.56			
001203 606000 TELEPHONE AND TELEGRAPH											
002160	AT&T MOBILITY	287273578351X030823	0	2023	6	INV	P	158.06	033123	296013	MB2016-287/WIRLESS
ACCOUNT TOTAL								158.06			
001203 630500 ELECTRICITY											
003700	MS POWER COMPANY	E2023 3.23.23	0	2023	6	INV	P	496.05	033123	296136	MS POWER VARIOUS DE
ACCOUNT TOTAL								496.05			
001203 635000 BUILDING R&M											
004256	SOLAR SUPPLY INC	3462637	2302256	2023	6	INV	P	518.27	033123	296189	THERMOSTAT FOR THE
ACCOUNT TOTAL								518.27			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ORG 001203		TOTAL		29,702.94		
001204 SHOP DIVISION											
001204 559000					OTHER OPERATING MATL/SPLY						
003543 MCELHANEY PLUMBING I 296282					2302431	2023	6	INV P	21.00	033123	296127 MATERIAL FOR PW/SHO
					ACCOUNT TOTAL				21.00		
001204 570000					MTR VEHICLE REP. PTS/SPL						
048827 CARQUEST 14758-23167					2302379	2023	6	INV P	20.98	033123	296037 SHOP SUPPLIES/PW SH
048827 CARQUEST 14758-23252					2302420	2023	6	INV P	44.52	033123	296037 SHOP ENGINE OIL FIL
									65.50		
					ACCOUNT TOTAL				65.50		
001204 630500					ELECTRICITY						
003700 MS POWER COMPANY E2023 3.23.23					0	2023	6	INV P	2,029.13	033123	296136 MS POWER VARIOUS DE
					ACCOUNT TOTAL				2,029.13		
001204 643000					UNIFORM RENT						
002471 CINTAS CORPORATION # 4149795336					0	2023	6	INV P	61.89	033123	296044 UNIFORM RENTAL/PW S
002471 CINTAS CORPORATION # 4150495869					0	2023	6	INV P	61.89	033123	296044 UNIFORM RENTAL/PW S
									123.78		
					ACCOUNT TOTAL				123.78		
					ORG 001204		TOTAL		2,239.41		
001205 G O & F S DIV.											
001205 630500					ELECTRICITY						
003700 MS POWER COMPANY E2023 3.23.23					0	2023	6	INV P	74.83	033123	296136 MS POWER VARIOUS DE
					ACCOUNT TOTAL				74.83		
					ORG 001205		TOTAL		74.83		
001206 DRAINAGE DIV.											
001206 606000					TELEPHONE AND TELEGRAPH						
002160 AT&T MOBILITY 287273578351X030823					0	2023	6	INV P	549.29	033123	296013 MB2016-287/WIRLESS
					ACCOUNT TOTAL				549.29		
001206 721501					FACILITIES IMPROVEMENT						
003764 NEEL-SCHAFFER INC 1084708					0	2023	6	INV P	6,478.05	033123	296140 MB#2011-4/307 MCCLE
					ACCOUNT TOTAL				6,478.05		
001206 729500					OTHER IMPROVEMENTS						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004197	SHOWS	DEARMAN & WAIT	23299		0	2023	6	INV P	6,343.32	033123	296185 MB#2012-1/34 DRAINA
004197	SHOWS	DEARMAN & WAIT	23307		0	2023	6	INV P	7,560.00	033123	296185 MB#2012-1/34 THAMES
									13,903.32		
ACCOUNT TOTAL									13,903.32		
ORG 001206 TOTAL									20,930.66		
CONSTRUCTION											
001207	560500	ELECTRICAL SUPPLIES									
002901	GILKEY	ELECTRIC SUPP	371686		2302496	2023	6	INV P	569.00	033123	296082 MATERIAL FOR HUBFES
ACCOUNT TOTAL									569.00		
001207	561000	PLUMBING SUPPLIES									
003543	MCELHANEY	PLUMBING I	296294		2302453	2023	6	INV P	108.10	033123	296127 WATER SUPPLIES/HUBF
ACCOUNT TOTAL									108.10		
001207	604900	OTHER PROFESSIONAL SERV.									
002523	COMCAST	CABLEVISION	030323		0	2023	6	INV P	141.11	033123	296048 CABLE FOR TRAFFIC &
003191	INTERFACE	SECURITY S	20442480		0	2023	6	INV P	48.87	033123	296102 SECURITY SYSTEM/TWI
003681	MS FIRE & SAFETY OF	80068			0	2023	6	INV P	189.00	033123	296133 ANNUAL INSPECTION T
ACCOUNT TOTAL									378.98		
001207	606000	TELEPHONE AND TELEGRAPH									
002160	AT&T MOBILITY	287273578351X030823		0		2023	6	INV P	145.20	033123	296013 MB2016-287/WIRLESS
ACCOUNT TOTAL									145.20		
001207	643000	UNIFORM RENT									
002471	CINTAS	CORPORATION #	4149795166		0	2023	6	INV P	51.33	033123	296044 UNIFORM RENTAL/CONS
002471	CINTAS	CORPORATION #	4150495736		0	2023	6	INV P	51.33	033123	296044 UNIFORM RENTAL/CONS
									102.66		
ACCOUNT TOTAL									102.66		
ORG 001207 TOTAL									1,303.94		
SANITATION DIV.											
001220	513000	CHEMICALS									
002443	CERTIFIED LABORATORI	8164007			2302392	2023	6	INV P	1,573.00	033123	296038 GRRR
ACCOUNT TOTAL									1,573.00		
001220	570000	MTR VEHICLE REP. PTS/SPL									
002739	EMPIRE TRUCK SALES	CE006206276:01			2301733	2023	6	INV P	828.38	033123	296066 UNITS 20071 & 20073

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002739	EMPIRE TRUCK SALES	CE006206382:01	2301768	2023	6	INV	P		132.42	033123	296066 UNIT 20071 AIR SUSP
									960.80		
				ACCOUNT TOTAL					960.80		
001220	612000			FREIGHT							
002739	EMPIRE TRUCK SALES	CE006206276:01	2301733	2023	6	INV	P		20.00	033123	296066 UNITS 20071 & 20073
004120	SANSOM EQUIPMENT CO	P04274	2302375	2023	6	INV	P		19.92	033123	296176 COLOR MONITOR FOR 2
004120	SANSOM EQUIPMENT CO	P04323	2302197	2023	6	INV	P		24.41	033123	296176 UNIT 20072 PTO SWIT
									44.33		
004465	TRUCKPRO LLC	039-0713223	2302264	2023	6	INV	P		5.04	033123	296200 PART # WE66661B BRK
				ACCOUNT TOTAL					69.37		
001220	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2023 3.23.23	0	2023	6	INV	P		448.87	033123	296136 MS POWER VARIOUS DE
				ACCOUNT TOTAL					448.87		
001220	638200			MINOR EQUIPMENT R&M							
002739	EMPIRE TRUCK SALES	CE006206258:01	2301710	2023	6	INV	P		641.10	033123	296066 UNIT 20071 REPAIR
002739	EMPIRE TRUCK SALES	CE006208109:01	2302493	2023	6	INV	P		85.74	033123	296066 UNIT 20071 ELBOW JO
									726.84		
				ACCOUNT TOTAL					726.84		
001220	638400			MOTOR VEHICLE EQ. R&M							
002252	BIG IRON DIESEL REPA	BI0036	2301735	2023	6	INV	P		4,907.34	033123	296022 TEAR DOWN & REPAIR
002739	EMPIRE TRUCK SALES	RE006037509:01	2302075	2023	6	INV	P		5,329.05	033123	296066 UNIT 20070 TEAR DOW
004120	SANSOM EQUIPMENT CO	P04274	2302375	2023	6	INV	P		305.93	033123	296176 COLOR MONITOR FOR 2
004120	SANSOM EQUIPMENT CO	P04323	2302197	2023	6	INV	P		133.00	033123	296176 UNIT 20072 PTO SWIT
004120	SANSOM EQUIPMENT CO	P04332	2302561	2023	6	INV	P		436.14	033123	296176 PROX LEAD SWITCHES
									875.07		
004139	SCOTTS HYDRAULIC SER	54279	2302540	2023	6	INV	P		1,036.58	033123	296177 UNIT 20071 HOSE REP
004465	TRUCKPRO LLC	039-0713223	2302264	2023	6	INV	P		2,657.94	033123	296200 PART # WE66661B BRK
004465	TRUCKPRO LLC	039-0713457	2302264	2023	6	INV	P		515.97	033123	296200 PART # WE66661B BRK
									3,173.91		
				ACCOUNT TOTAL					15,321.95		
001220	639800			TOW IN CHARGES							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
003253	JOHNNY'S WRECKER SER	00045433	0	2023	6	INV	P		375.00	033123	296111 TOW UNIT 20069 OUT
003253	JOHNNY'S WRECKER SER	00045457	0	2023	6	INV	P		375.00	033123	296111 TOW UNIT 20091 TO P
									750.00		
ACCOUNT TOTAL									750.00		
001220	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4149795630	0	2023	6	INV	P		220.21	033123	296044 SC#8200044758 SANIT
002471	CINTAS CORPORATION #	4150496336	0	2023	6	INV	P		934.32	033123	296044 SC8200044758-SAN UN
									1,154.53		
ACCOUNT TOTAL									1,154.53		
001220	643500	MOP-MAT-RAG RENT									
002471	CINTAS CORPORATION #	4149795047	0	2023	6	INV	P		37.30	033123	296045 SC#8200044758 SANIT
002471	CINTAS CORPORATION #	4150495530	0	2023	6	INV	P		37.30	033123	296045 SC8200044758 SANIT
									74.60		
ACCOUNT TOTAL									74.60		
001220	688000	TIPPING FEES									
004591	WASTE MANAGEMENT OF	0013591-526-5	0	2023	6	INV	P		2,565.07	033123	296208 MB2003-5/484 SANIT.
ACCOUNT TOTAL									2,565.07		
ORG 001220 TOTAL									23,645.03		
001250	HEALTH DIVISION										
001250	570000	MTR VEHICLE REP. PTS/SPL									
002304	BRACKMAN MOWER WAREH	35513	2302419	2023	6	INV	P		106.30	033123	296025 UNIT 18891 CABLE TH
048827	CARQUEST	14758-23218	2302398	2023	6	INV	P		143.35	033123	296037 HEALTH LOAD BINDER
048827	CARQUEST	14758-23551	2302503	2023	6	INV	P		114.12	033123	296037 UNIT 17017 VAC BREA
									257.47		
ACCOUNT TOTAL									363.77		
001250	575500	AGRICLTR REPAIR PTS/SPL									
002083	ALLBRITTON CHAIN SAW	94569	0	2023	6	INV	P		460.52	033123	296000 REF PO 2300029/PART
ACCOUNT TOTAL									460.52		
ORG 001250 TOTAL									824.29		
001280	HUMAN/SOC.ASST										
001280	682022	RAILS TO TRAILS									
003874	PEARL TO LEAF RIVER	032223	0	2023	6	INV	P		119,000.00	033123	296149 1/4 MILL CONTRIBUTI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S				WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL				119,000.00			
				ORG 001280 TOTAL				119,000.00			
001402 ECONOMIC DEV.											
001402 604900 OTHER PROFESSIONAL SERV.											
003764	NEEL-SCHAFFER INC	1084268	PH2	0	2023	6	INV	P	350.00	033123	296141 MB#2021-400 JAYCEE
003764	NEEL-SCHAFFER INC	1084284-1084719		0	2023	6	INV	P	11,059.01	033123	296140 MB#2021-322 HIGHWAY
003764	NEEL-SCHAFFER INC	1084689	PH 6	0	2023	6	INV	P	580.50	033123	296141 MB#2021-400 JAYCEE
003764	NEEL-SCHAFFER INC	1084710		0	2023	6	INV	P	313.20	033123	296141 MB#2011-4/307 SOUTH
003764	NEEL-SCHAFFER INC	1084724		0	2023	6	INV	P	2,993.82	033123	296140 MB#2021-454 EDWARDS
								15,296.53			
				ACCOUNT TOTAL				15,296.53			
001402 682001 FCIPC/AREA DEV. PRTRNSHIP											
001034	CITY OF HATTIESBURG	QE 3/31/23	CONTRIB	0	2023	6	INV	P	61,250.00	033123	296046 CONTRIBUTION FOR QE
				ACCOUNT TOTAL				61,250.00			
001402 729551 HWY11 VETERANS BLVD LIGHTING											
003764	NEEL-SCHAFFER INC	1083627		0	2023	6	INV	P	10,199.65	033123	296140 MB#2021-55
003764	NEEL-SCHAFFER INC	1084287-1084727		0	2023	6	INV	P	7,264.99	033123	296140 MB#2021-500 HIGHWAY
								17,464.64			
				ACCOUNT TOTAL				17,464.64			
				ORG 001402 TOTAL				94,011.17			
001551 AIRPORT DIV.											
001551 630500 ELECTRICITY											
003700	MS POWER COMPANY	e2023 3.13.23		0	2023	6	INV	P	1,245.75	033123	296136 MS POWER VARIOUS DE
				ACCOUNT TOTAL				1,245.75			
001551 639400 DISINFECT./EXTERMINATION											
003040	HAVARD PEST CONTROL	2058781		0	2023	6	INV	P	45.00	033123	296090 HAVARD PEST CONTROL
				ACCOUNT TOTAL				45.00			
				ORG 001551 TOTAL				1,290.75			
001553 CEMETERY DIV											
001553 540500 CONCRETE, CEMENT, ETC.											
002714	ECONOMY SUPPLY CO	095068		0	2023	6	INV	P	70.90	033123	296062 2 PORTLAND, 2 SAND
				ACCOUNT TOTAL				70.90			
001553 546000 MINOR EQUIPMENT											
002471	CINTAS CORPORATION # 5151239766	2302481		2023	6	INV	P		120.88	033123	296044 MINOR EQUIPMENT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											120.88		
001553	570000			MTR VEHICLE REP.	PTS/SPL								
004597	WATERS INTERNATIONAL	08P847581	2302422	2023	6	INV	P		282.48	033123		296210	IGNITION PARTS FOR
ACCOUNT TOTAL											282.48		
001553	575500			AGRICLTRL REPAIR	PTS/SPL								
002083	ALLBRITTON CHAIN SAW	95910	2302080	2023	6	INV	P		673.00	033123		296000	TIRES FOR ZERO TURN
003034	HATTIESBURG HYDRAULI	99416	2302573	2023	6	INV	P		112.50	033123		296089	HYDRAULIC HOSE FOR
ACCOUNT TOTAL											785.50		
001553	604900			OTHER PROFESSIONAL SERV.									
002471	CINTAS CORPORATION #	5149675962	0	2023	6	INV	P		41.61	033123		296045	MEDICINE CABINET MA
003191	INTERFACE SECURITY S	20436236	0	2023	6	INV	P		50.27	033123		296102	MB2006-2/76-77- SEC
ACCOUNT TOTAL											91.88		
001553	606000			TELEPHONE AND TELEGRAPH									
002160	AT&T MOBILITY	287273578351X030823	0	2023	6	INV	P		137.20	033123		296013	MB2016-287/WIRLESS
ACCOUNT TOTAL											137.20		
001553	630500			ELECTRICITY									
003700	MS POWER COMPANY	E2023 3.23.23	0	2023	6	INV	P		486.82	033123		296136	MS POWER VARIOUS DE
ACCOUNT TOTAL											486.82		
001553	638400			MOTOR VEHICLE EQ. R&M									
047021	HINTON, ANTHONY	32923	2302550	2023	6	INV	P		360.00	033123		296099	DIAGNOSE/REPAIR BUC
ACCOUNT TOTAL											360.00		
001553	638600			CONSTRUCTION EQUIP R&M									
002083	ALLBRITTON CHAIN SAW	15019	2302189	2023	6	INV	P		298.48	033123		296000	MINOR REPAIRS TO SC
ACCOUNT TOTAL											298.48		
001553	638700			AGRICULTURAL EQ. R&M									
002083	ALLBRITTON CHAIN SAW	95910	2302080	2023	6	INV	P		50.00	033123		296000	TIRES FOR ZERO TURN
ACCOUNT TOTAL											50.00		
001553	643000			UNIFORM RENT									
002471	CINTAS CORPORATION #	4148384600	0	2023	6	INV	P		259.56	033123		296044	ST.CONT#8200044758
002471	CINTAS CORPORATION #	4149097671	0	2023	6	INV	P		46.58	033123		296045	ST.CONT#8200044758
002471	CINTAS CORPORATION #	4149798348	0	2023	6	INV	P		41.96	033123		296045	ST.CONT#8200044758
002471	CINTAS CORPORATION #	4150498944	0	2023	6	INV	P		41.96	033123		296045	ST.CONT#8200044758

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
								390.06				
ACCOUNT TOTAL								390.06				
001553 643500 MOP-MAT-RAG RENT												
002471	CINTAS CORPORATION #	4148384573	0	2023	6	INV	P	30.03	033123	296045	ST.CONT#8200044758	
002471	CINTAS CORPORATION #	4149097735	0	2023	6	INV	P	30.03	033123	296045	ST.CONT#8200044758	
002471	CINTAS CORPORATION #	4149798432	0	2023	6	INV	P	30.03	033123	296045	ST.CONT#8200044758	
002471	CINTAS CORPORATION #	4150498891	0	2023	6	INV	P	30.03	033123	296045	ST.CONT#8200044758	
								120.12				
ACCOUNT TOTAL								120.12				
ORG 001553 TOTAL								3,194.32				
001560 PARKING OPER.												
001560	630500			ELECTRICITY								
003700	MS POWER COMPANY	E2023 3.23.23	0	2023	6	INV	P	1,135.62	033123	296136	MS POWER VARIOUS DE	
ACCOUNT TOTAL								1,135.62				
ORG 001560 TOTAL								1,135.62				
FUND 001 REVENUES						TOTAL:		863,866.61				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6			INVOICE			PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002300			PKS/REC-RECREATION MAINT. DIV.										
002300	511100		SUPPLIES - COVID 19										
002162	ATCO INTERNATIONAL	I0608058	2301340	2023	6	INV	P			837.78	033123	296014 P&R GRNDS MAINT-COV	
ACCOUNT TOTAL										837.78			
002300	513000		CHEMICALS										
048554	TWO RIVERS OUTDOORS	940693	2302351	2023	6	INV	P			478.80	033123	296201 P&R GRNDS MAINT-SNA	
049668	MIKE MURRY	120767	2302350	2023	6	INV	P			1,931.25	033123	296130 P&R GROUNDS MAINT-C	
049668	MIKE MURRY	120769	2302371	2023	6	INV	P			1,232.00	033123	296130 P&R CITY WIDE USE-A	
										3,163.25			
ACCOUNT TOTAL										3,642.05			
002300	535500		WEARING APPAREL										
003216	J M H GRAPHICS	37593	2302184	2023	6	INV	P			343.00	033123	296105 P&R ADMIN STAFF SHI	
ACCOUNT TOTAL										343.00			
002300	546000		MINOR EQUIPMENT										
003843	PARISH TRACTOR (HATT	P06774	2302504	2023	6	INV	P			30.76	033123	296146 P&R GROUNDS-MINOR E	
ACCOUNT TOTAL										30.76			
002300	551000		RECREATIONAL SUPPLIES										
002177	B S N SPORTS	306601458A	2301795	2023	6	INV	P			5,562.38	033123	296017 P&R RECREATION MAIN	
003937	PLAY IT AGAIN SPORTS	001303	2302265	2023	6	INV	P			856.38	033123	296158 LITTLE LEAGUE EUREK	
003975	MS PRISON INDUST	127180	2301263	2023	6	INV	P			4,750.00	033123	296137 P&R TATUM SOCCER-RE	
ACCOUNT TOTAL										11,168.76			
002300	559000		OTHER OPERATING MATL/SPLY										
003742	N & H ELECTRONIC DIS	11055	2302376	2023	6	INV	P			66.04	033123	296139 P&R GROUNDS MAINT-Z	
ACCOUNT TOTAL										66.04			
002300	560000		BUILDING MATERIALS & SPLY										
002714	ECONOMY SUPPLY CO	094794	2302273	2023	6	INV	P			64.99	033123	296062 P&R TATUM/SAN ANTON	
002714	ECONOMY SUPPLY CO	095656	2302457	2023	6	INV	P			51.00	033123	296062 P&R LARRY DOLEAC FI	
										115.99			
ACCOUNT TOTAL										115.99			
002300	560500		ELECTRICAL SUPPLIES										
003208	IRBY, STUART C CO	S013425593.001	2302054	2023	6	INV	P			200.00	033123	296104 TATUM PARK- ELECTRI	
003208	IRBY, STUART C CO	S013429545.001	2302135	2023	6	INV	P			564.00	033123	296104 P&R TATUM SOCCER-EL	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
											764.00		
ACCOUNT TOTAL											764.00		
002300	561000			PLUMBING SUPPLIES									
003302	KEELING COMPANY (HAT	S4281264.001	2302176	2023	6	INV	P		260.65	033123	296115	P&R GROUNDS MAINT-V	
ACCOUNT TOTAL											260.65		
002300	565000			PAINT AND PAINTING SPLY.									
004176	SHERWIN-WILLIAMS COM	6887-1	2301684	2023	6	INV	P		74.28	033123	296183	P&R GRNDS MAINT-PAI	
ACCOUNT TOTAL											74.28		
002300	570000			MTR VEHICLE REP. PTS/SPL									
004299	SOUTHERN TIRE MART L	2520114841	2301664	2023	6	INV	P		1,898.00	033123	296195	P&R TRUCK UNIT 1856	
ACCOUNT TOTAL											1,898.00		
002300	575500			AGRICLTRL REPAIR PTS/SPL									
002083	ALLBRITTON CHAIN SAW	95935	2302329	2023	6	INV	P		199.50	033123	296000	P&R GROUNDS MAINT-B	
002304	BRACKMAN MOWER WAREH	35089	2302283	2023	6	INV	P		49.68	033123	296025	P&R MOWER 19464-SER	
002304	BRACKMAN MOWER WAREH	35354	2302378	2023	6	INV	P		596.04	033123	296025	P&R GROUNDS MAINT-B	
002304	BRACKMAN MOWER WAREH	35483	2302385	2023	6	INV	P		79.13	033123	296025	P&R MOWER UNIT 2023	
											724.85		
004299	SOUTHERN TIRE MART L	2520117556	2302212	2023	6	INV	P		135.51	033123	296195	PR TRAILER UNIT 204	
ACCOUNT TOTAL											1,059.86		
002300	606000			TELEPHONE AND TELEGRAPH									
002160	AT&T MOBILITY	287273578351X030823	0	2023	6	INV	P		836.27	033123	296013	MB2016-287/WIRLESS	
ACCOUNT TOTAL											836.27		
002300	612000			FREIGHT									
002162	ATCO INTERNATIONAL	I0608058	2301340	2023	6	INV	P		89.02	033123	296014	P&R GRNDS MAINT-COV	
003843	PARISH TRACTOR (HATT	W02939	2302179	2023	6	INV	P		100.00	033123	296146	P&R TRACTOR 21785-	
003975	MS PRISON INDUST	127180	2301263	2023	6	INV	P		150.00	033123	296137	P&R TATUM SOCCER-RE	
ACCOUNT TOTAL											339.02		
002300	630500			ELECTRICITY									
003700	MS POWER COMPANY	E2023 3.23.23	0	2023	6	INV	P		871.37	033123	296136	MS POWER VARIOUS DE	
ACCOUNT TOTAL											871.37		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300	635700										
003905	PIERCE PLUMBING INC	24192274	0		PLUMBING EQUIPMENT R&M	2023	6	INV P	278.20	033123	296151 P&R TATUM PARK-AFTE
					ACCOUNT TOTAL				278.20		
002300	638400										
004299	SOUTHERN TIRE MART L	2520114841	2301664		MOTOR VEHICLE EQ. R&M	2023	6	INV P	250.00	033123	296195 P&R TRUCK UNIT 1856
					ACCOUNT TOTAL				250.00		
002300	638700										
002304	BRACKMAN MOWER WAREH	35089	2302283		AGRICULTURAL EQ. R&M	2023	6	INV P	45.38	033123	296025 P&R MOWER 19464-SER
					ACCOUNT TOTAL				45.38		
002300	643000										
002471	CINTAS CORPORATION #	4149559941	0		UNIFORM RENT	2023	6	INV P	236.33	033123	296044 P&R GRNDS MAINT UNI
002471	CINTAS CORPORATION #	4150246491	0			2023	6	INV P	306.86	033123	296044 P&R REC MAINT UNIFO
									543.19		
					ACCOUNT TOTAL				543.19		
002300	644900										
002471	CINTAS CORPORATION #	4149559526	0		OTHER RENT	2023	6	INV P	24.18	033123	296045 P&R GRNDS MAINT MAT
002471	CINTAS CORPORATION #	4150246176	0			2023	6	INV P	24.18	033123	296045 P&R REC MAINT MAT R
									48.36		
047043	PORTABLE TOILETS	99522	2300978			2023	6	INV P	1,355.00	033123	296160 TWO QUOTE PORTABLE
					ACCOUNT TOTAL				1,403.36		
002300	699900										
047187	FOUR SEASONS LAWN	14908	0		SERVICES NOT SPECIFIED	2023	6	INV P	775.00	033123	296076 P&R HARDY ST MEDIAN
					ACCOUNT TOTAL				775.00		
002300	733500										
002083	ALLBRITTON CHAIN SAW	95985	2302262		AGRICULTURAL EQUIPMENT	2023	6	INV P	3,977.00	033123	296000 P&R RECREATION MAIN
002304	BRACKMAN MOWER WAREH	35351	2302352			2023	6	INV P	18,396.39	033123	296025 TWO-QUOTE P&R RECRE
003843	PARISH TRACTOR (HATT	E01562	2302489			2023	6	INV P	19,563.85	033123	296146 P&R RECREATION MAIN
					ACCOUNT TOTAL				41,937.24		
					ORG 002300 TOTAL				67,540.20		
002315					PKS/REC-REC.ADMIN/COM.REL.						
002315	513000				CHEMICALS						
047471	SAMMY GRAHAM LLC	0217	2301881			2023	6	INV P	11,926.00	033123	296174 P&R HPR POOLS-TWO Q

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									11,926.00		
002315	604900							OTHER PROFESSIONAL SERV.			
002965	GUTHRIE, JONI S	JONGUTH36317	0	2023	6	INV	P	180.00	033123	296088	SENIOR LOW IMPACT A
003921	PINE BELT TROPHY	NET1031423	2302348	2023	6	INV	P	78.00	033123	296157	ADULT BASKETBALL LE
047471	SAMMY GRAHAM LLC	0220	2301796	2023	6	INV	P	1,643.00	033123	296174	P&R CE ROY-LABOR TO
047581	PROTECTION AGENCY &	1627	0	2023	6	INV	P	625.00	033123	296163	SECURITY ADULT BASK
048422	RAY NANCY REBEKAH	REBRA36317	0	2023	6	INV	P	87.50	033123	296167	YOGA AND POTTERY PR
049586	PHILLIS LAUREN W	LAUPHIL36317	0	2023	6	INV	P	60.00	033123	296150	CAREGIVER & ME CLAS
ACCOUNT TOTAL									2,673.50		
002315	604919							OTH PROF SERV-ART CENTER			
047117	ABIGAIL LENZ	033820232	0	2023	6	INV	P	225.00	033123	295994	KIDS MARCH AFTER SC
047117	ABIGAIL LENZ	2132023ALA	0	2023	6	INV	P	75.00	033123	295994	JANUARY KIDS AFTERS
								300.00			
047971	BRETT CUMMINS	03282023	0	2023	6	INV	P	475.00	033123	296028	MARCH WATERCOLOR SE
047971	BRETT CUMMINS	21320BC	0	2023	6	INV	P	350.00	033123	296028	JAN4,11,18,25 ART C
								825.00			
049662	MORRIS BETHANY E	032820233	0	2023	6	INV	P	80.00	033123	296132	ADULT CYANOTYPE ART
ACCOUNT TOTAL									1,205.00		
002315	630500							ELECTRICITY			
003700	MS POWER COMPANY	e2023 3.13.23	0	2023	6	INV	P	4,357.15	033123	296136	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023 3.23.23	0	2023	6	INV	P	15,648.36	033123	296136	MS POWER VARIOUS DE
								20,005.51			
ACCOUNT TOTAL									20,005.51		
ORG 002315 TOTAL									35,810.01		
FUND 002 PARKS & RECREATION FUND									TOTAL: 103,350.21		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6													
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION		
005160				H.M.F.P.FUND-FIRE DIVISION									
005160 710020				FIRE STATIONS									
049414 LORRIE'S FURNITURE		32	2302456	2023	6	INV	P	4,920.00 033123		296122	HFD MATTRESS REPLAC		
ACCOUNT TOTAL								4,920.00					
ORG 005160 TOTAL								4,920.00					
FUND 005 HATT.MUNICIPAL FIRE PROTECTION								TOTAL:		4,920.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660											
009660	501000										
004327	STANDARD OFFICE SUPP	H15094-00			2302395	2023	6	INV P	394.15	033123	296197 OFFICE SUPPLIES WAT
									394.15		
009660	604900										
002146	ARNOLD LINE WATER AS	271436			0	2023	6	INV P	405.00	033123	296008 METER READS JAN FEB
002146	ARNOLD LINE WATER AS	271438			0	2023	6	INV P	1,100.00	033123	296008 MB 2021-839 PAYMENT
									1,505.00		
002665	DIXIE COMMUNITY UTIL DX	03052023			0	2023	6	INV P	421.50	033123	296058 SEWER READS FOR WAT
004003	RAWLS SPRINGS UTILIT RS	03202023			0	2023	6	INV P	210.00	033123	296166 SEWER READS FOR WAT
004482	TYLER TECHNOLOGIES IN	045-413835			0	2023	6	INV P	5,600.00	033123	296202 MUNIS IMPLEMENTATIO
004594	WATER COMPANY OF AME	21			0	2023	6	INV P	24,206.40	033123	296209 REVIEW OF UNBILLED
									31,942.90		
009660	606000										
002160	AT&T MOBILITY	287273578351X030823			0	2023	6	INV P	626.64	033123	296013 MB2016-287/WIRLESS
									626.64		
009660	607000										
047562	ENCO UTILITY	INV58733			0	2023	6	INV P	1,552.25	033123	296067 MB 2020-835 RT 2 BI
									1,552.25		
009660	620000										
047562	ENCO UTILITY	INV58733			0	2023	6	INV P	582.20	033123	296067 MB 2020-835 RT 2 BI
									582.20		
009660	630000										
004321	SPIRE	G2023 3.16.23			0	2023	6	INV P	144.34	033123	296196 SPIRE VARIOUS DEPTS
									144.34		
009660	630500										
003700	MS POWER COMPANY	e2023 3.13.23			0	2023	6	INV P	502.29	033123	296136 MS POWER VARIOUS DE
									502.29		
009660	643000										
002471	CINTAS CORPORATION #	4149797502			0	2023	6	INV P	60.87	033123	296044 STATE CONTRACT 8200
									60.87		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
							ORG 009660	TOTAL		35,805.64				
009672							W&S O&M-WATER TRANSMISSION DIV							
009672 561000							PLUMBING SUPPLIES							
002559 CORE & MAIN (HD SUPP S419026							229228	2023	6	INV	P	332.20	033123	296050 WAREHOUSE STOCK FOR
002559 CORE & MAIN (HD SUPP S419031							229140	2023	6	INV	P	1,714.18	033123	296050 WAREHOUSE STOCK FOR
											2,046.38			
							ACCOUNT TOTAL		2,046.38					
009672 570000							MTR VEHICLE REP. PTS/SPL							
002166 AUTO ARMATURE SERVIC 30836							2302402	2023	6	INV	P	209.95	033123	296016 STARTER FOR UNIT #
002700 EAGLE TIRE AND SERVI INV071420							2302241	2023	6	INV	P	193.42	033123	296061 TIRE FOR UNIT #2005
004297 SOUTHERN TIRE MART (2520117969							2302324	2023	6	INV	P	46.56	033123	296194 TIRE FOR UNIT # 185
048827 CARQUEST 14758-23549							2302499	2023	6	INV	P	71.78	033123	296037 REPAIR PARTS FOR UN
048827 CARQUEST 14758-23598							2302525	2023	6	INV	P	83.87	033123	296037 REPAIR PARTS FOR UN
											155.65			
							ACCOUNT TOTAL		605.58					
009672 604900							OTHER PROFESSIONAL SERV.							
002288 BONNER ANALYTICAL TE 79441							0	2023	6	INV	P	173.47	033123	296023 BOIL NOTICE, COLIFO
002288 BONNER ANALYTICAL TE 79506							0	2023	6	INV	P	1,445.58	033123	296023 MARCH 2023 ROUTINE
											1,619.05			
							ACCOUNT TOTAL		1,619.05					
009672 636000							STREETS & STRUCTURES R&M							
003649 C J MORGAN INC 2023010							0	2023	6	INV	P	151,393.40	033123	296032 MB2022-680: WATER R
003649 C J MORGAN INC 2023011							0	2023	6	INV	P	14,996.70	033123	296032 MB2022-680: WATER R
003649 C J MORGAN INC 2023012							0	2023	6	INV	P	4,980.00	033123	296032 MB2022-680: WATER R
											171,370.10			
							ACCOUNT TOTAL		171,370.10					
009672 638400							MOTOR VEHICLE EQ. R&M							
002700 EAGLE TIRE AND SERVI INV071420							2302241	2023	6	INV	P	20.90	033123	296061 TIRE FOR UNIT #2005
004297 SOUTHERN TIRE MART (2520117969							2302324	2023	6	INV	P	180.00	033123	296194 TIRE FOR UNIT # 185
							ACCOUNT TOTAL		200.90					
009672 639800							TOW IN CHARGES							
003253 JOHNNY'S WRECKER SER 00045473							0	2023	6	INV	P	375.00	033123	296111 EMERGENCY TOW FOR U

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003389	LARRY'S WRECKER SERV	10961	0	2023	6	INV	P		80.00	033123	296117 TOW IN UNIT # 21592
	ACCOUNT TOTAL								455.00		
	ORG 009672 TOTAL								176,297.01		
009673	W&S O&M-WATER PLANT DIVISION										
009673	501000										
002448	CHAMPION FLAGS	0530048-IN	2302319	2023	6	INV	P	OTHER EXPENDABLE OFF.SPL	181.99	033123	296039 AMERICAN FLAG FOR W
004327	STANDARD OFFICE SUPP	H15089-00	2302225	2023	6	INV	P		231.63	033123	296197 OFFICE CHAIR FOR WA
	ACCOUNT TOTAL								413.62		
009673	513000							CHEMICALS			
002094	ALLIED UNIVERSAL COR	I2845269	2302331	2023	6	INV	P		13,250.00	033123	296001 CHLORINE FOR WATER
002094	ALLIED UNIVERSAL COR	I2845270	2302331	2023	6	INV	P		10,600.00	033123	296001 CHLORINE FOR WATER
									23,850.00		
	ACCOUNT TOTAL								23,850.00		
009673	546000							MINOR EQUIPMENT			
003543	MCELHANEY PLUMBING I	296279	2302397	2023	6	INV	P		38.85	033123	296127 WATER TEST GAUGES -
	ACCOUNT TOTAL								38.85		
009673	604900							OTHER PROFESSIONAL SERV.			
003614	MISSION COMMUNICATIO	1074505	0	2023	6	INV	P		1,042.20	033123	296131 ANNUAL SERVICE,VARI
	ACCOUNT TOTAL								1,042.20		
009673	612000							FREIGHT			
002448	CHAMPION FLAGS	0530048-IN	2302319	2023	6	INV	P		6.99	033123	296039 AMERICAN FLAG FOR W
	ACCOUNT TOTAL								6.99		
009673	630500							ELECTRICITY			
003700	MS POWER COMPANY	e2023 3.13.23	0	2023	6	INV	P		66.09	033123	296136 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2023 3.23.23	0	2023	6	INV	P		35,476.86	033123	296136 MS POWER VARIOUS DE
									35,542.95		
	ACCOUNT TOTAL								35,542.95		
009673	643000							UNIFORM RENT			
002471	CINTAS CORPORATION #	4149797923	0	2023	6	INV	P		231.45	033123	296044 SC#8200044758- UNIF
002471	CINTAS CORPORATION #	4150498398	0	2023	6	INV	P		231.45	033123	296044 SC#8200044758-UNIFO
									462.90		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
					ACCOUNT TOTAL			462.90				
009673	643500				MOP-MAT-RAG RENT							
002471	CINTAS CORPORATION # 4149797542			0	2023	6	INV P	72.04	033123	296044	SC#8200044758- MOPS	
					ACCOUNT TOTAL			72.04				
					ORG 009673	TOTAL			61,429.55			
009676				W&S O&M-SEWER DIVISION								
009676	513000				CHEMICALS							
002443	CERTIFIED LABORATORI 8162731			2302360	2023	6	INV P	26,041.00	033123	296038	E100,EMERGE,CHERRYF	
					ACCOUNT TOTAL			26,041.00				
009676	559000				OTHER OPERATING MATL/SPLY							
002795	FASTENAL COMPANY MSHAT237474			2302472	2023	6	INV P	290.00	033123	296071	9"8MIL BLK NITRILE	
					ACCOUNT TOTAL			290.00				
009676	561000				PLUMBING SUPPLIES							
003543	MCELHANEY PLUMBING I 295782			2302524	2023	6	INV P	20.30	033123	296127	SEWER PLUMBING PART	
					ACCOUNT TOTAL			20.30				
009676	570000				MTR VEHICLE REP. PTS/SPL							
002700	EAGLE TIRE AND SERVI INV072005			2302553	2023	6	INV P	129.32	033123	296061	TIRE FOR SPARTAN JE	
					ACCOUNT TOTAL			129.32				
009676	604900				OTHER PROFESSIONAL SERV.							
003873	PEARL RIVER VALLEY E I0000430			0	2023	6	INV P	11.00	033123	296148	EASEMENT FEE, GRIND	
					ACCOUNT TOTAL			11.00				
009676	630500				ELECTRICITY							
003700	MS POWER COMPANY e2023 3.13.23			0	2023	6	INV P	4,653.01	033123	296136	MS POWER VARIOUS DE	
003700	MS POWER COMPANY E2023 3.23.23			0	2023	6	INV P	4,074.23	033123	296136	MS POWER VARIOUS DE	
								8,727.24				
004282	SOUTHERN PINE ELECTR e2023 3.21.23			0	2023	6	INV P	682.70	033123	296193	SOUTHERN PINE VARIO	
					ACCOUNT TOTAL			9,409.94				
009676	636000				STREETS & STRUCTURES R&M							
004058	RJM MCQUEEN CONTRACT 2768			0	2023	6	INV P	143,957.96	033123	296171	MB2022-680: SEWER R	
					ACCOUNT TOTAL			143,957.96				
009676	638400				MOTOR VEHICLE EQ. R&M							
002700	EAGLE TIRE AND SERVI INV072005			2302553	2023	6	INV P	5.00	033123	296061	TIRE FOR SPARTAN JE	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6												
ACCOUNT/VENDOR					INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL			5.00			
009676 638600						CONSTRUCTION EQUIP R&M						
002083 ALLBRITTON CHAIN SAW 15123					2302428	2023	6	INV	P	65.20	033123	296000 MOWER REPAIRS -- SE
002083 ALLBRITTON CHAIN SAW 15124					2302428	2023	6	INV	P	60.43	033123	296000 MOWER REPAIRS -- SE
002083 ALLBRITTON CHAIN SAW 15125					2302428	2023	6	INV	P	71.05	033123	296000 MOWER REPAIRS -- SE
									196.68			
						ACCOUNT TOTAL			196.68			
						ORG 009676 TOTAL			180,061.20			
009677						W&S O&M-SEWER LAGOON DIV.						
009677 513000						CHEMICALS						
002094 ALLIED UNIVERSAL COR I2845642					2302403	2023	6	INV	P	18,920.00	033123	296001 CHLORINE & SULFUR D
002094 ALLIED UNIVERSAL COR I2845643					2302403	2023	6	INV	P	7,190.00	033123	296001 CHLORINE & SULFUR D
									26,110.00			
						ACCOUNT TOTAL			26,110.00			
009677 630500						ELECTRICITY						
003700 MS POWER COMPANY e2023 3.13.23					0	2023	6	INV	P	37,592.50	033123	296136 MS POWER VARIOUS DE
003700 MS POWER COMPANY E2023 3.23.23					0	2023	6	INV	P	634.17	033123	296136 MS POWER VARIOUS DE
									38,226.67			
003873 PEARL RIVER VALLEY E 2023 3.6.23					0	2023	6	INV	P	258.94	033123	296148 PRVEPA LRELFT STA,
003873 PEARL RIVER VALLEY E 2023-20 MAR					0	2023	6	INV	P	423.47	033123	296148 PEARL RIVER VALLE E
									682.41			
						ACCOUNT TOTAL			38,909.08			
009677 638000						FIXED EQUIPMENT R&M						
003348 L & A CONTRACTING CO 483-236					0	2023	6	INV	P	43,301.04	033123	296116 MB2016-64: LAGOONS
						ACCOUNT TOTAL			43,301.04			
						ORG 009677 TOTAL			108,320.12			
FUND 009 WATER & SEWER OPERATION/MAINT. TOTAL: 561,913.52												

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6														
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
011000				WATER & SEWER BALANCE SHEET										
011000				METER SECURITY DEPOSITS										
002872	114000	G & C FUNDING LLC	121121	87522	0	2023	6	INV	P	75.00	033123	296079	METER DEP REF 87522	
003439	LONDON & STETELMAN R	120727	87131	0	2023	6	INV	P	75.00	033123	296121	METER DEP REF 87131		
003439	LONDON & STETELMAN R	120728	87132	0	2023	6	INV	P	75.00	033123	296121	METER DEP REF 87132		
									150.00					
004025	REMAX REAL ESTATE PA	121582	87971	0	2023	6	INV	P	75.00	033123	296168	METER DEP REF 87971		
047222	CAROL RUSSELL	119942	86358	0	2023	6	INV	P	13.29	033123	296036	METER DEP REF 86358		
048349	DEBRA VANAKIN	120550	86956	0	2023	6	INV	P	14.80	033123	296056	METER DEP REF 86956		
048935	TRIPLE A HOMES OF	119312	85750	0	2023	6	INV	P	14.80	033123	296199	METER DEP REF 85750		
049182	RYLEE DEVELOPMENT	120149	86562	0	2023	6	INV	P	31.80	033123	296173	METER DEP REF 86562		
049767	CAROL BUIE	100767	68749	0	2023	6	INV	P	14.80	033123	296035	METER DEP REF 68749		
049768	ALMA ALVARADO	110175	77257	0	2023	6	INV	P	14.80	033123	296003	METER DEP REF 77257		
049769	PAMELA DONALD	112648	79456	0	2023	6	INV	P	14.80	033123	296145	METER DPE REF 79456		
049770	DENZEL STEWMAN	113093	79870	0	2023	6	INV	P	14.80	033123	296057	METER DEP REF 79870		
049771	TAKIYANA T HERRERA	118168	84642	0	2023	6	INV	P	75.00	033123	296198	METER DEP REF 84642		
049772	SANDRA WILLIS	120242	86654	0	2023	6	INV	P	14.80	033123	296175	METER DEP REF 86654		
049773	DOULOS CAPITAL LLC	121181	87577	0	2023	6	INV	P	14.80	033123	296060	METER DEP REF 87577		
049774	HILLS PARTNERS, LP	91607	60560	0	2023	6	INV	P	205.26	033123	296094	METER DEP REF 60560		
049775	HILLS PARTNERS, LP	91608	60561	0	2023	6	INV	P	335.46	033123	296095	METER DEP REF 60561		
049776	HILLS PARTNERS, LP	91609	60582	0	2023	6	INV	P	283.38	033123	296096	METER DEP REF 60562		
049777	HILLS PARTNERS, LP	91610	60563	0	2023	6	INV	P	335.46	033123	296097	METER DEP REF 60563		
049778	HILLS PARTNERS, LP	91615	60568	0	2023	6	INV	P	31.80	033123	296098	METER DEP REF 60568		
049779	SELENA A LEWIS	96705	65075	0	2023	6	INV	P	75.00	033123	296178	METER DEP REF 65075		
049780	AJUA POGUE	119357	85791	0	2023	6	INV	P	14.80	033123	295998	METER DEP REF 85791		
049781	BEVERLY PADGETT	119600	86028	0	2023	6	INV	P	14.80	033123	296021	METER DEP REF 86028		
049782	AUSTIN MURPHY	119531	85959	0	2023	6	INV	P	14.80	033123	296015	METER DEP REF 85959		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6													
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S				WARRANT		CHECK	DESCRIPTION	
049783	ZACHARY MCKINLEY	119903	86320	0	2023	6	INV	P	14.80	033123	296218	METER DEP REF	86320
049784	CHRISTY L THOMAS	120398	86808	0	2023	6	INV	P	75.00	033123	296043	METER DEP REF	86808
049785	CHERYL JACOBS	121119	87520	0	2023	6	INV	P	31.80	033123	296042	METER DEP REF	87520
049786	BYRD HOUSE PROPERTY	121157	87554	0	2023	6	INV	P	14.80	033123	296030	METER DEP REF	87554
049787	SHAKITA LOFTON	121191	87587	0	2023	6	INV	P	14.80	033123	296180	METER DEP REF	87587
049788	WILLIE SIMS	121332	87724	0	2023	6	INV	P	75.00	033123	296214	METER DEP REF	87724
049789	MARILYN G KEENE	121448	87839	0	2023	6	INV	P	14.80	033123	296125	METER DEP REF	87839
049790	ENVI BOUTIQUE	94763	63421	0	2023	6	INV	P	30.29	033123	296068	METER DEP REF	63421
049791	UNIVERSITY MALL	111491	78454	0	2023	6	INV	P	75.00	033123	296204	METER DEP REF	78454
049792	FRANCIS HALL III	115409	81996	0	2023	6	INV	P	75.00	033123	296077	METER DEP REF	81996
049793	JAMES BAILEY	115307	81897	0	2023	6	INV	P	8.80	033123	296108	METER DEP REF	81897
049794	HOLLEY RUMBARGER	115488	82072	0	2023	6	INV	P	75.00	033123	296100	METER DEP REF	82072
049795	WILLIE HERMAN MACKO	116894	83391	0	2023	6	INV	P	14.80	033123	296213	METER DEP REF	83391
049798	LAURIE PORCIELLO	117981	84459	0	2023	6	INV	P	14.80	033123	296118	METER DEP REF	84459
049799	ALANA MALONE	118297	84764	0	2023	6	INV	P	75.00	033123	295999	METER DEP REF	84764
049800	UNIVERSITY MALL	118848	85305	0	2023	6	INV	P	55.29	033123	296205	METER DEP REF	85305
049801	ROBERT HARRIS	119677	86105	0	2023	6	INV	P	14.80	033123	296172	METER DEP REF	86105
049802	BRENDAN WALSH III	120200	86612	0	2023	6	INV	P	75.00	033123	296027	METER DEP REF	86612
049803	JOSHUA TUCKER	120064	86477	0	2023	6	INV	P	5.92	033123	296112	METER DEP REF	86477
049804	FAITH GAVIN	120456	86865	0	2023	6	INV	P	75.00	033123	296070	METER DEP REF	86865
049805	SHIRLEY STREPPONE	121302	87693	0	2023	6	INV	P	75.00	033123	296184	METER DEP REF	87693
049806	CHATELAINE CARTER	119599	87768	0	2023	6	INV	P	14.80	033123	296040	METER DEP REF	87768
049807	JEFFERY WILLIAMSBURG	121403	87795	0	2023	6	INV	P	14.80	033123	296110	METER DEP REF	87795
ACCOUNT TOTAL									2,789.55				
011000	115000												
002058	ADELA INC	040201490000	2/23	0	COLLECTION FEES								
					2023	6	INV	P	405.09	033123	295995	REMIT COLLECTION FE	
ACCOUNT TOTAL									405.09				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
						ORG 011000	TOTAL		3,194.64		
011660				WATER & SEWER-CUST.ACCT.DIV.							
011660		6835WT		WATER RELATED REFUND							
049808	MT CARMEL BAPTIST	52066	10470	0		2023	6	INV P	505.55	033123	296138 OVERPAYMENT 10470
049809	ALLYSON THOMPSON	100731	68717	0		2023	6	INV P	3,268.02	033123	296002 OVERPAYMENT 68717
						ACCOUNT TOTAL			3,773.57		
						ORG 011660		TOTAL	3,773.57		
FUND 011		WATER & SEWER FUND				TOTAL:			6,968.21		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
019100				POL.FORFEITURES-POLICE DIV.							
019100 559000				OTHER OPERATING MATL/SPLY							
002764	EVIDENT INC	219195A	2302223	2023	6	INV P	2,585.63	033123	296069	SUPPLIES FOR CRIME	
ACCOUNT TOTAL							2,585.63				
ORG 019100 TOTAL							2,585.63				
FUND 019 POLICE FORFEITURES FUND							TOTAL:		2,585.63		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
072201				MUN.ROAD&BRIDGE-STREET DIV							
072201	601500			ENGINEERING							
003764	NEEL-SCHAFFER INC	1084285-1087421	0	2023	6	INV	P	4,240.54	033123	296140	MB#2011-4/307 GORDO
003764	NEEL-SCHAFFER INC	1084288-1084729	0	2023	6	INV	P	5,280.00	033123	296140	MB#2011-4/307 HALL-
								9,520.54			
				ACCOUNT TOTAL				9,520.54			
072201	601501			ENGINEERING-I&I STUDY							
004197	SHOWS DEARMAN & WAIT	23128	0	2023	6	INV	P	3,292.83	033123	296185	MB#2020-157 LINCOLN
				ACCOUNT TOTAL				3,292.83			
072201	722522			GORDONS CREEK COMMONS							
003764	NEEL-SCHAFFER INC	1084685	0	2023	6	INV	P	6,948.70	033123	296140	MB#2021-61 GORDON'S
				ACCOUNT TOTAL				6,948.70			
072201	723014			LAMAR BLVD-REGIONS							
004197	SHOWS DEARMAN & WAIT	23295	0	2023	6	INV	P	975.00	033123	296185	MB#2020-113 INFRAST
				ACCOUNT TOTAL				975.00			
072201	723025			CTRY.CLUB RD. INTERSECTN.							
003242	JEFCOAT FENCE OF HAT	0024346	2300255	2023	6	INV	P	650.00	033123	296109	COUNTRY CLUB ROAD R
004197	SHOWS DEARMAN & WAIT	23332	0	2023	6	INV	P	10,961.13	033123	296185	MB#2021-171 COUNTRY
				ACCOUNT TOTAL				11,611.13			
072201	723043			MDOT-MARTIN LUTHER KIN							
004197	SHOWS DEARMAN & WAIT	23322	0	2023	6	INV	P	345.00	033123	296185	MB#2018-41 RECONSTR
				ACCOUNT TOTAL				345.00			
				ORG 072201			TOTAL	32,693.20			
				FUND 072			MUNICIPAL ROAD & BRIDGE	TOTAL:			32,693.20

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
073570			MASS TRANSIT-TRANSPORTATION								
073570 511100			SUPPLIES - COVID 19								
002527	COMMERCIAL STATIONER	466805-0	2302281	2023	6	INV P	426.33	033123	296049	COVID 19	JANITORIAL
002527	COMMERCIAL STATIONER	466848-0	2302281	2023	6	INV P	110.05	033123	296049	COVID 19	JANITORIAL
							536.38				
ACCOUNT TOTAL							536.38				
073570 525500			LUBRICANTS								
048827	CARQUEST	14758-22966	2301314	2023	6	INV P	301.80	033123	296037	SUPPLIES FOR SHOP A	
ACCOUNT TOTAL							301.80				
073570 570000			MTR VEHICLE REP. PTS/SPL								
048827	CARQUEST	14758-22966	2301314	2023	6	INV P	377.56	033123	296037	SUPPLIES FOR SHOP A	
ACCOUNT TOTAL							377.56				
073570 571001			REPAIR PARTS - FIXED ROUTE								
002565	COURTESY MOTORS INC	106657	2302450	2023	6	INV P	4,014.32	033123	296052	REPLACEMENT DPF FIL	
002679	DOSSETT GMC CADILLAC	70749	2301332	2023	6	INV P	122.16	033123	296059	BUS #16761 REPAIRS	
004465	TRUCKPRO LLC	039-0713476	2302466	2023	6	INV P	56.13	033123	296200	BUS #16235-#16234 T	
004514	UNIVERSITY TIRE & SE	INV211101	2302442	2023	6	INV P	2,050.80	033123	296206	TIRES FOR ALL FORDS	
048827	CARQUEST	14758-20693	2301335	2023	6	INV P	181.99	033123	296037	REPAIR PARTS FOR #1	
048827	CARQUEST	14758-22074	2301961	2023	6	INV P	242.18	033123	296037	SUPPLIES BUSES-#162	
048827	CARQUEST	14758-22966	2301314	2023	6	INV P	1,355.11	033123	296037	SUPPLIES FOR SHOP A	
							1,779.28				
ACCOUNT TOTAL							8,022.69				
073570 571002			REPAIR PARTS - PARATRANSIT								
048827	CARQUEST	14758-22966	2301314	2023	6	INV P	22.80	033123	296037	SUPPLIES FOR SHOP A	
ACCOUNT TOTAL							22.80				
073570 604900			OTHER PROFESSIONAL SERV.								
002160	AT&T MOBILITY	287273578351X030823	0	2023	6	INV P	211.80	033123	296013	MB2016-287/WIRLESS	
ACCOUNT TOTAL							211.80				
073570 620000			PRINTING								
002527	COMMERCIAL STATIONER	466682-0	2302163	2023	6	INV P	30.50	033123	296049	BUS PASSES FOR PINE	
ACCOUNT TOTAL							30.50				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
073570	630500						ELECTRICITY						
003700	MS POWER COMPANY	E2023	3.23.23	0		2023	6	INV	P	1,202.73	033123	296136 MS POWER VARIOUS DE	
ACCOUNT TOTAL										1,202.73			
073570	639900					OTHER REPAIRS AND MAINT.							
048827	CARQUEST	14758-22058		2301960	2023	6	INV	P	167.43	033123	296037 BATTERY FOR VAN #20		
048827	CARQUEST	14758-22966		2301314	2023	6	INV	P	184.42	033123	296037 SUPPLIES FOR SHOP A		
										351.85			
ACCOUNT TOTAL										351.85			
073570	643000					UNIFORM RENT							
002471	CINTAS CORPORATION # 4149797735			0		2023	6	INV	P	149.22	033123	296044 HCT UNIFORM RENTALS	
ACCOUNT TOTAL										149.22			
073570	729553					BUS SHELTER INFRAS-533							
003764	NEEL-SCHAFFER INC	1084279-1084704		0		2023	6	INV	P	10,964.47	033123	296140 MB#2021-45 FTA SIDE	
ACCOUNT TOTAL										10,964.47			
ORG 073570 TOTAL										22,171.80			
FUND 073 MASS TRANSIT FUND										TOTAL:	22,171.80		

YEAR/PERIOD: 2023/6		TO 2023/6																			
ACCOUNT/VENDOR				INVOICE		PO		YEAR/PR		TYP S		WARRANT		CHECK		DESCRIPTION					
075695																W&S CONSTR.-CAPITAL PROJECTS					
075695				601500												ENGINEERING					
004197		SHOWS DEARMAN & WAIT		23296		0		2023		6 INV P		8,200.00		033123		296185		MB#2018-288 INFRASTR			
004197		SHOWS DEARMAN & WAIT		23301		0		2023		6 INV P		1,021.50		033123		296185		MB#2021-338 HATTIES			
004197		SHOWS DEARMAN & WAIT		23302		0		2023		6 INV P		13,365.00		033123		296185		MB#2022-28 S 12TH A			
004197		SHOWS DEARMAN & WAIT		23305		0		2023		6 INV P		7,135.00		033123		296185		MB#2021-465 STORM W			
004197		SHOWS DEARMAN & WAIT		23316		0		2023		6 INV P		10,616.06		033123		296185		MB#2021-399 WEST 7T			
004197		SHOWS DEARMAN & WAIT		23317		0		2023		6 INV P		44,158.50		033123		296185		MB#2022-45 W 7TH ST			
												84,496.06									
ACCOUNT TOTAL												84,496.06									
075695				722001												HALL AVENUE SEWER					
004197		SHOWS DEARMAN & WAIT		23298		0		2023		6 INV P		6,222.50		033123		296185		MB#2021-45			
ACCOUNT TOTAL												6,222.50									
075695				722005												MIDTOWN SEWER PROJECT					
004197		SHOWS DEARMAN & WAIT		23297		0		2023		6 INV P		8,640.00		033123		296185		MB#2020-138 MIDTOWN			
ACCOUNT TOTAL												8,640.00									
075695				729569												WTR PLANT #1 REHAB-PHASE I					
004197		SHOWS DEARMAN & WAIT		23269		0		2023		6 INV P		3,135.00		033123		296185		MB#2017-81 WATER PL			
047349		HEMPHILL CONST		APP PAY# 5		0		2023		6 INV P		83,643.48		033123		296092		MB# 2021-375 WATER			
047349		HEMPHILL CONST		APP. PAY# 4		0		2023		6 INV P		159,774.79		033123		296092		MB#2021-375 WATER P			
												243,418.27									
ACCOUNT TOTAL												246,553.27									
ORG 075695												TOTAL		345,911.83							
FUND 075				WATER&SEWER CONSTRUCTION FUND				TOTAL:				345,911.83									

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077000				COMMUNITY CTR		BALANCE SHEET					
077000	122000			DAMAGE DEPOSITS							
049759	GLORIA POSEY	3/21/23	0	2023	6	INV	P		250.00	033123	296085 REFUND DAMAGE DEPOS
049760	LISA MADRIS	3/21/23	0	2023	6	INV	P		100.00	033123	296120 DAMAGE DEPOSIT REFU
				ACCOUNT TOTAL					350.00		
				ORG 077000		TOTAL			350.00		
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	510000			CLEANING/JANITORIAL SPLY							
003772	NEWELL PAPER COMPANY	4148936	2302409	2023	6	INV	P		348.77	033123	296142 JANITORIAL SUPPLIES
003971	PRIDE SOLUTIONS, LLC	2023-1123	2302447	2023	6	INV	P		360.00	033123	296161 JANITORIAL SUPPLIES
004634	WHEELER'S JANITORIAL	11208	2302308	2023	6	INV	P		234.00	033123	296212 JANITORIAL SUPPLIES
				ACCOUNT TOTAL					942.77		
077650	560500			ELECTRICAL SUPPLIES							
003543	MCELHANEY PLUMBING I	295719	2302412	2023	6	INV	P		34.05	033123	296127 MATERIAL TO REPAIR
004256	SOLAR SUPPLY INC	3462644	2302286	2023	6	INV	P		254.21	033123	296189 MATERIAL TO REPAIR
004256	SOLAR SUPPLY INC	3462757	2302384	2023	6	INV	P		657.30	033123	296189 M,ATERIAL TO REPAIR
									911.51		
				ACCOUNT TOTAL					945.56		
077650	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X030823	0	2023	6	INV	P		72.60	033123	296013 MB2016-287/WIRLESS
				ACCOUNT TOTAL					72.60		
077650	630000			GAS							
004321	SPIRE	G2023 3.16.23	0	2023	6	INV	P		511.95	033123	296196 SPIRE VARIOUS DEPTS
				ACCOUNT TOTAL					511.95		
077650	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2023 3.23.23	0	2023	6	INV	P		3,548.20	033123	296136 MS POWER VARIOUS DE
				ACCOUNT TOTAL					3,548.20		
077650	639200			CLEANING AND PAINTING							
003225	JACKSON, ROOSEVELT I	729106	2302404	2023	6	INV	P		3,665.00	033123	296107 PRESSURE SOFT WASH
				ACCOUNT TOTAL					3,665.00		
077650	639800			TOW IN CHARGES							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR		TYP	S	WARRANT	CHECK	DESCRIPTION
003869 PEANUTS TOWING SERVI				102104		2302217	2023	6	INV	P	150.00	033123	296147 UNIT 12045 2000 FOR
ACCOUNT TOTAL										150.00			
ORG 077650 TOTAL										9,836.08			
FUND 077 COMMUNITY CENTERS' FUND										TOTAL: 10,186.08			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
086300				SPEC SALES TAX/RECREATION MAIN							
086300	7295PR			CAPITAL PROJECTS							
003764	NEEL-SCHAFFER INC	1083658	0	2023	6	INV	P	20,150.42	033123	296140	MB#2021-564 TATUM P
003764	NEEL-SCHAFFER INC	1084309-1084768	0	2023	6	INV	P	71,000.00	033123	296140	MB#2021-564 TATUM P
003764	NEEL-SCHAFFER INC	1084628-1084689	PH05 0	2023	6	INV	P	33,005.65	033123	296140	MB#2021-400 JAYCEE
								124,156.07			
047471	SAMMY GRAHAM LLC	0221	2302473	2023	6	INV	P	2,225.00	033123	296174	JOOK MUSIC PARK PRO
047471	SAMMY GRAHAM LLC	0253	2301645	2023	6	INV	P	1,850.00	033123	296174	ELECTRICAL SERVICE
047471	SAMMY GRAHAM LLC	0270	2301912	2023	6	INV	P	4,930.00	033123	296174	NEW LIGHT POLES AND
								9,005.00			
049196	JW CHAIN CONTRACTORS	15-22-08	0	2023	6	INV	P	596,667.04	033123	296114	MB 2021-518 JAYCEE
049601	WEST ARCHITECTURAL	2321	2301884	2023	6	INV	P	356.00	033123	296211	2-PIECE FLAG POLE J
								ACCOUNT TOTAL			
								730,184.11			
								ORG 086300 TOTAL			
								730,184.11			
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV								TOTAL:			
								730,184.11			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
087601				INDUSTRIAL PK-G.O.ACQUISITIONS							
087601	600500			ADMINISTRATIVE FEE							
	002143	AREA DEVELOPMENT PAR	226	2023 6 INV P	0				875.00	033123	296006 ADMIN FEES QE 3/31/
				ACCOUNT TOTAL					875.00		
087601	601500			ENGINEERING							
	004197	SHOWS DEARMAN & WAIT	23343	2023 6 INV P	0				17,077.50	033123	296186 WATER TOWER LOT SUR
				ACCOUNT TOTAL					17,077.50		
087601	602001			ECONOMIC DEVELOPMENT CONSULTIN							
	002143	AREA DEVELOPMENT PAR	QE 3/31/23	2023 6 INV P	0				120,000.00	033123	296007 CONTRIBUTION QE 3/3
				ACCOUNT TOTAL					120,000.00		
087601	602500			LEGAL							
	004171	SHEMPER, MICHAEL J P	122	2023 6 INV P	0				275.00	033123	296182 LEGAL SERVICES THRO
	004677	WISE CARTER CHILD &	233813	2023 6 INV P	0				1,200.00	033123	296216 LEGAL SERVICES THRO
	047720	HOWDESHELL, PITTMAN	1189	2023 6 INV P	0				625.00	033123	296101 LEGAL SERVICES THRO
				ACCOUNT TOTAL					2,100.00		
				ORG 087601 TOTAL					140,052.50		
FUND 087 INDUSTRIAL PARK DEVELOPMENT									TOTAL:	140,052.50	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6												
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
088603				PUBLIC SAFETY/REC CONSTRUCTION								
088603 729501				HALL AVENUE OVERPASS								
003764	NEEL-SCHAFFER	INC	1084276	0	2023	6	INV P	34,454.96	033123	296140	MB#2019-115	HALL AV
003764	NEEL-SCHAFFER	INC	1084277-1084700	0	2023	6	INV P	20,997.75	033123	296140	MB 2021-160	HALL AV
003764	NEEL-SCHAFFER	INC	1084698	0	2023	6	INV P	19,042.56	033123	296140	MB#2019-115	HALL AV
								74,495.27				
048667 R & J CONSTRUCTION				APP PAY# 12	0	2023	6	INV P	429,069.39	033123	296165	MB#2021-325 HALL AV
ACCOUNT TOTAL								503,564.66				
ORG 088603 TOTAL								503,564.66				
FUND 088				PUBLIC SAFETY/REC CONSTRUCTION				TOTAL:	503,564.66			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/6 TO 2023/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
097201								INFRA IMPROVE-INTRNT SALES TAX	
097201	721006							N 28TH AVE BRIDGE	
004197	SHOWS DEARMAN & WAIT 23300	0	2023	6	INV P	4,445.00	033123	296185	MB#2021-267 N 28TH
						4,445.00			
								ACCOUNT TOTAL	
097201	723029							HARDY ST ROUNDABOUT	
003764	NEEL-SCHAFFER INC 1084275-1084696	0	2023	6	INV P	2,991.28	033123	296140	MB#2021-160
						2,991.28			
								ACCOUNT TOTAL	
097201	723099							OTHER STREET IMPR.	
003764	NEEL-SCHAFFER INC 1084730	0	2023	6	INV P	3,528.02	033123	296140	MB#2011-4/307 PARK
						3,528.02			
								ACCOUNT TOTAL	
						10,964.30			
								ORG 097201 TOTAL	
						10,964.30			
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:						10,964.30			

** END OF REPORT - Generated by Jacqueline Thorne **