



**Tuesday, August 22, 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 #34 and #35 at the request of the Administration as follows:**

- 34. 2023-586** Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 46999 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Midtown Townhomes Association, Inc., and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.
- 35. 2023-587** Adopt a Resolution declaring Forrest County Parcel PPIN 41471, also known as lot 11 of Cherokee Court Subdivision, to be necessary for public use, and portions of property identified as Forrest County Parcel PPIN's 26510, 41469, 41470, 26500, 20815 and 20816 necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the Mayor to enter an administrative settlement with Hub Development, LLC, Arlington Park, LLC, and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$106,657.60 to Hub Development, LLC, also known as lot 11 of the Cherokee Court Subdivision, and the acceptance of donation of portion of other portions of property, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

POLICY AGENDA

- 1. 2023-563** Approve the minutes for the August 7 & 8, 2023 meetings of the City Council.

2. **2023-561** Adopt an Ordinance on the petition filed by Erik M. Lowrey renaming East Hardy Street to River Ave. The Planning Commission recommended to approve on August 2, 2023.
3. **2023-558** Adopt an Ordinance on the petition filed by Ken Thronson, applicant, and John Guice, applicant, to rezone property located at 408 Broadway Drive from a B-5, Regional Business to a B-3, Community Business. Planning Commission recommended to deny on August 2, 2023.
4. **2023-566** Approve or Deny the request filed by Ken Thronson, applicant, and John Guice, applicant, for conditional use for a "Group Care Facility" in a B-3 Community Business, located at 408 Broadway Drive. The conditional use request is contingent upon the approval of a rezoning of the property to a B-3 Zone.
5. **2023-567** Approve or Deny the request of Denzel Stewman for conditional lien amnesty for property located at 307 Klondyke Street pursuant to Miss. Code Ann. Section 21-19-12.
6. **2023-562** Adopt the August 22, 2023 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2023 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.
7. **2023-573** Adopt a Resolution to sponsor a baby safety device as defined by statute and place said device at Fire Station #1 (or such other station as may be deemed by the city) in the City of Hattiesburg, in accordance with House Bill 1318 passed in the 2023 regular session of the Mississippi Legislature which amended Section 45-15-201 et seq.
8. **2023-539** Adopt a Resolution obligating ARPA funds; authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for Edwards Street Sewer Improvements.
9. **2023-540** Adopt a Resolution obligating ARPA funds; authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for the MLK Water and Sewer Project.
10. **2023-547** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 569-2-SW-5.6.

11. **2023-548** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 568-2-SW-5.6.
12. **2023-549** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program project # 566-2-SW-5.6
13. **2023-551** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 567-2-SW-5.6.
14. **2023-552** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project #589-2-SW-5.6.
15. **2023-553** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project #438-1-SW-5.6.
16. **2023-550** Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 565-2-SW-5.6.
17. **2023-555** Adopt a Resolution authorizing application for the Mississippi State Department of Health FY2024 State Victim Services Grant Program for a total of \$49,491.00 with NO match required and authorize the Mayor to execute the same.
18. Removed
19. **2023-560** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the Lincoln Road Stormwater Detention Project and authorize the Mayor to execute in duplicate.
20. **2023-554** 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.

21. **2023-564** Approve Evacuation Agreement between the City of Hattiesburg and Pearl River Valley Opportunity, Inc. HeadStart / Hawkins Early Start to utilize Jackie Dole Sherill as an emergency evacuation shelter for children and staff and authorize the Mayor to execute the same.
22. **2023-565** Approve Evacuation Agreement between the City of Hattiesburg and Pearl River Valley Opportunity, Inc. Head Start/ Johna E. Hales Early Head Start Center to utilize Jackie Dole Sherill as an emergency evacuation shelter for children and staff and authorize the Mayor to execute the same.
23. **2023-535** 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.
24. **2023-536** Approve Memorandum of Agreement between Southeast Mississippi Rural Health Initiative, Inc. and the City of Hattiesburg for the LeadSafe Hattiesburg program and authorize the Mayor to execute in triplicate.
25. **2023-534** Approve Memorandum of Agreement between the Mississippi Bureau of Narcotics (MBN) and the Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the Hattiesburg Police Department (LEO) shall begin on January 1, 2023 and shall not extend beyond December 31, 2023 unless the period is extended by written modification to this agreement and authorize the Mayor to execute the same.
26. **2023-537** Acknowledge receipt of grant award from the Federal Emergency Management Agency FY 2022 Assistance to Firefighters Grant (EMW-2022-FG-01196), in the amount of \$56,477.27 with a local match of \$5,647.73 for a total project cost of \$62,125.00 for the purchase of equipment for the Hattiesburg Fire Department.
27. **2023-544** Acknowledge receipt of funding assistance from the U.S. Army Corp of Engineers under the Section 592 Mississippi Environmental Infrastructure Resource Protection and Development Program for improvements to infrastructure related to drainage and stormwater control and authorize the Mayor to execute all necessary agreements upon preparation for related purposes.
28. **2023-545** Acknowledge receipt of a grant award from the U.S. Department of Transportation Federal Highway Administration for the Safe Streets and Roads for All Grant in the amount of \$240,000 and authorize the Mayor to execute all necessary agreements for related purposes.
29. **2023-541** Acknowledge bids received on July 13, 2023, for the Edwards Street Infrastructure Rehabilitation and accept the bid from Grady Crawford Construction Company in the amount of \$1,416,860.00 as the lowest and best bid and authorize the Mayor to

execute construction contracts and all necessary agreements for related purposes.

30. **2023-543** Acknowledge bids received on July 13, 2023, for MLK Avenue Area Infrastructure Improvements and accept the bid from Grady Crawford Construction Company in the amount of \$4,076,780.50 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.
31. **2023-569** Acknowledge bids received on August 3, 2023, for the Fire Station #7 ReRoof and accept the bid from Associated Contractors, Inc. in the amount of \$96,448.00 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.
32. **2023-570** Approve Agreement between City of Hattiesburg, South Mississippi Planning and Development District, and Mobile Street Properties, LLC., for participation in the Commercial Redevelopment Incentive Program for redevelopment of property located at 203 and 205 Mobile Street, Hattiesburg, Mississippi and authorize the Mayor to execute the same.
33. **2023-571** Approve Agreement between City of Hattiesburg and Mississippi Power allowing permission for MS Power to use certain parking lot areas locate at Tatum Park in the event of a major disaster for staging trucks and crews.

ROUTINE AGENDA

1. **2023-546** Acknowledge receipt of the monthly budget report for the month ending July 31, 2023.
2. **2023-538** Acknowledge receipt of the Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and adopt the same for the City of Hattiesburg for the fiscal year beginning October 1, 2023 and ending September 30, 2024; and authorize publication of public hearing for September 18, 2023 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.
3. **2023-559** Approve specifications and authorize publication of advertisement for Term Bid Item #2 (Repair and Rehabilitation of City Streets) for the City of Hattiesburg.
4. **2023-533** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
5. **2023-542** Approve claims docket for the period ending August 18, 2023.

In Memoriam:

- Ms. Chalesha Kennedy Blake
- Mrs. Wanda Johnson
- Ms. Deborah “Debi” Davenport

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 22, 2023

Re: Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 46999 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Midtown Townhomes Association, Inc., and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.
File Number: 2023-586
Minute Book #

Summary

Recommendation Statement

I recommend adoption of the Resolution.

Please place this on the August 22, 2023 City Council meeting for consideration.

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct improvements in Midtown Hattiesburg, including on and adjacent to Arlington Loop, 30th Avenue and 31st Ave, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use all or part of certain property belonging to MIDTOWN TOWNHOMES ASSOCIATION, INC., or its successors in title and/or other parties interested in said property which is more particularly described as Forrest County PPIN 46999 and in the construction plans for the project, which plans are made a part hereof by reference:

WHEREAS, a waiver valuation of the subject property was conducted Jordan Dedinger on August 3, 2023, showing the fair market value of the interests to be acquired to be \$500;

NOW, THEREFORE, LET IT BE KNOWN THAT the waiver valuation of the subject property conducted Jordan Dedinger on August 3, 2023, showing the fair market value of the interests to be acquired to be \$500 for the interests to be acquired is acknowledged to be just compensation for said parcel, and the Mayor or his representative is authorized to make a Fair Market Value offer to the owner(s) of said parcel, and, if accepted, the Mayor is authorized to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment and the commencements of eminent domain proceedings if the offer is not accepted and an administrative settlement cannot be reached.

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

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the ____ Day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the __ Day of _____, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



FAIR MARKET VALUE OFFER

Owner: MIDTOWN TOWNHOMES ASSOCIATION, INC.

PPIN: 46999

Project No: DECD-0018(36)BO

City/County: Hattiesburg / Forrest

It is necessary that the City of Hattiesburg acquire from you, MIDTOWN TOWNHOMES ASSOCIATION, INC., certain property necessary for the construction of this project.

The identification of the real property and the particular interests being acquired are indicated on the attached instrument.

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation, disregarding any decrease or increase in the fair market value caused by the project.

This fair market value offer includes all damages and is based on our approved Appraisal Valuation in the amount of \$500.

Land Value:	\$500
Improvements:	\$0
Damages:	\$0
Total Fair Market Value Offer	\$0

This Appraisal Valuation was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights, but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

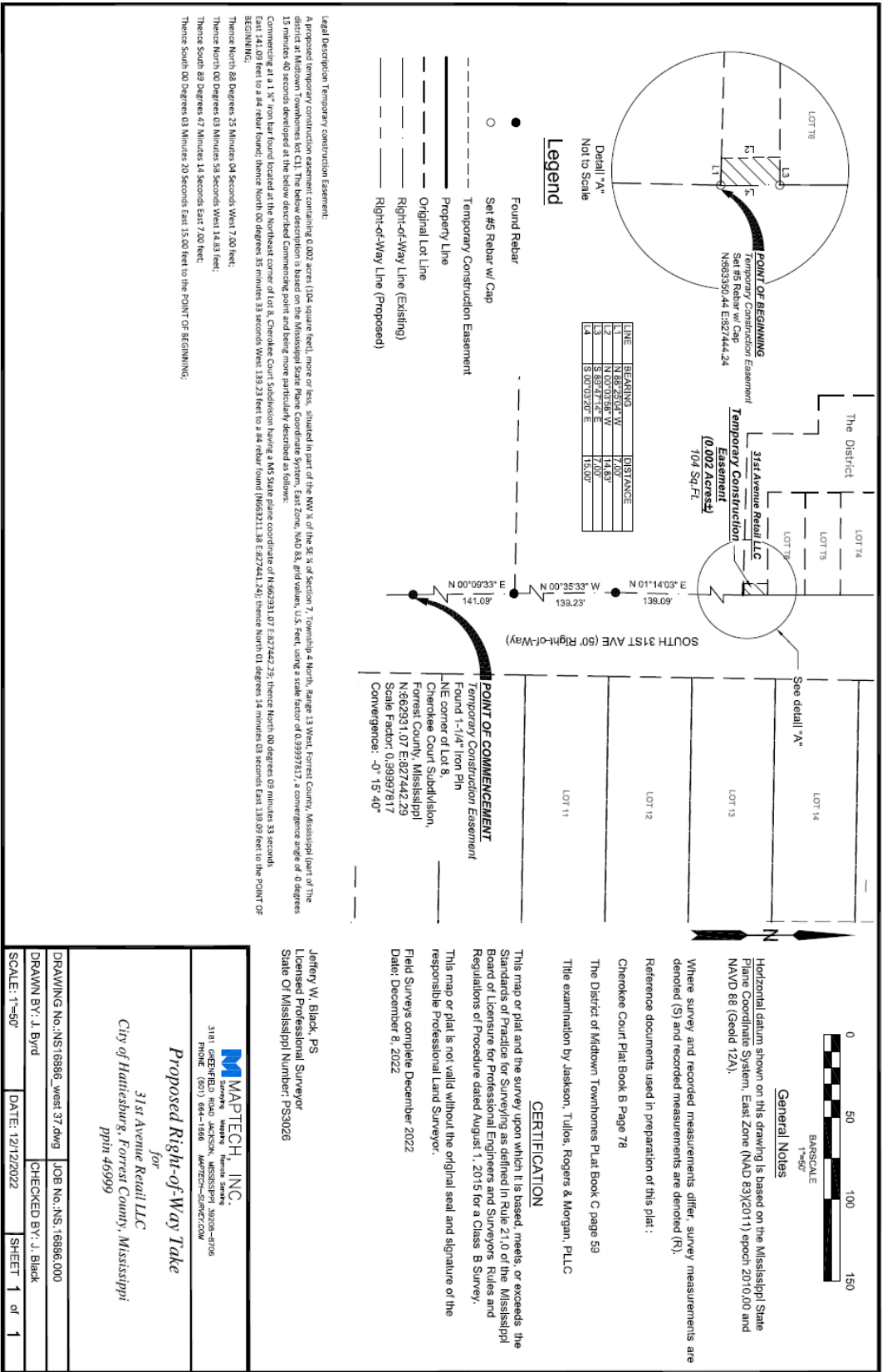
The real property improvements being acquired are further described in Exhibit A.

Under the authority conveyed to me by resolution of the Hattiesburg City Council, and based on the recommended appraisal for the above-described property, which is inclusive of all compensable interests, including leasehold interests, I, do hereby make the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$500.

If this offer is accepted, you will execute a warranty deed, and any leasehold interests will also be required to execute a quit claim deed. If you have a mortgage in place, a partial release of the acquired property from the mortgage may have to be secured from your lender and/or your lender may be made a payee on the check for payment. You will also be required to provide a duly executed W-9 form for tax reporting, and you may be required to execute a closing statement and other ancillary documents when funds are exchanged.

Signed _____ Date _____

Exhibit A



Establishment of Just Compensation Offer

The property that is the subject of this offer of just compensation is as follows:

Owner: Midtown Townhomes Association, Inc.
PPIN: 46999 (the area(s) to be acquired as shown on Exhibit A)
Project No: DECD-0018(36)BO
County: Forrest

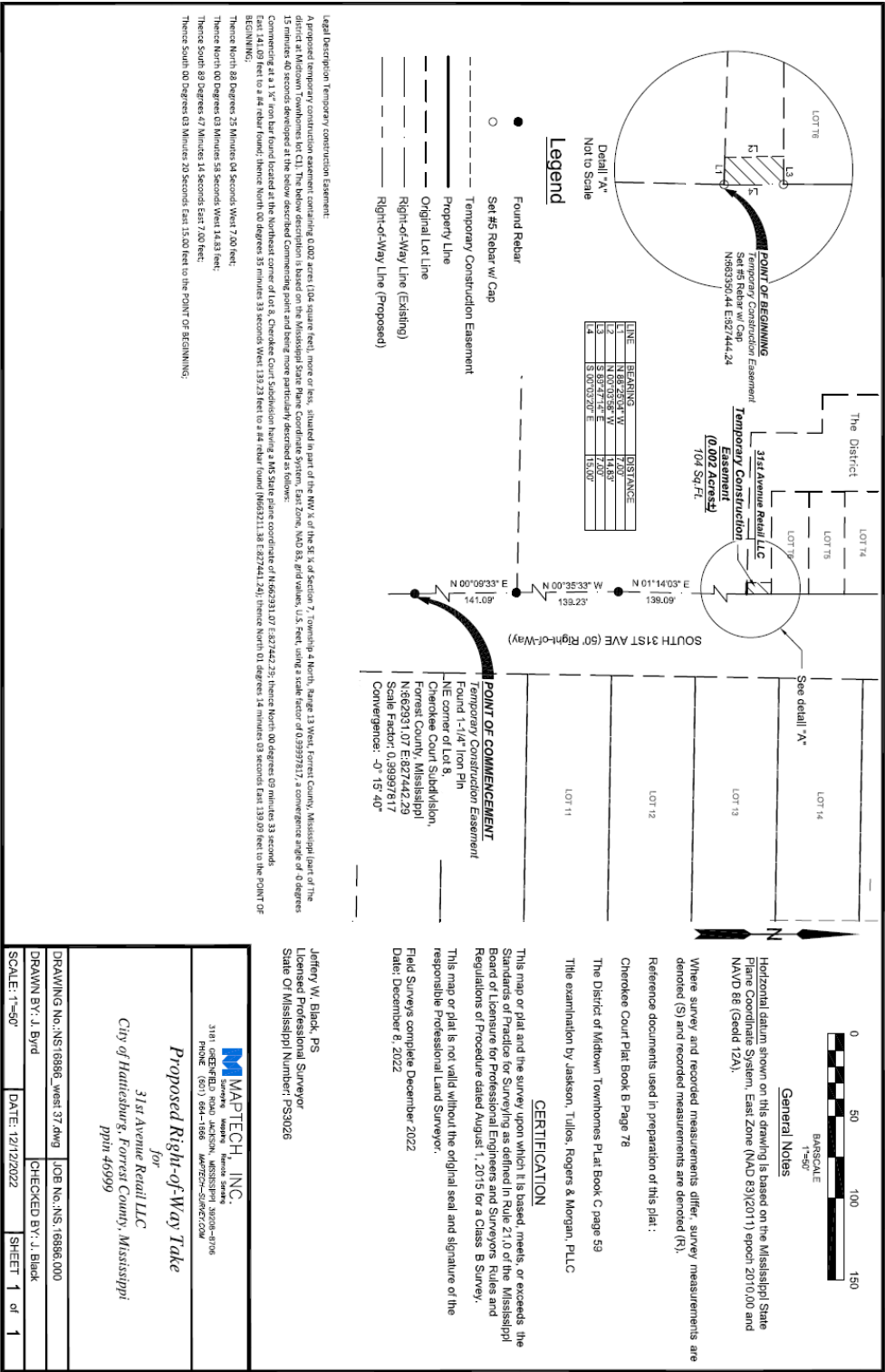
Under the authority conveyed to me by the Hattiesburg City Council, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified in Exhibit A hereto, in the amount of \$500.

Signed_____ Date_____

NOTICE

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests/owners.

Exhibit A





Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 22, 2023

Re: Adopt a Resolution declaring Forrest County Parcel PPIN 41471, also known as lot 11 of Cherokee Court Subdivision, to be necessary for public use, and portions of property identified as Forrest County Parcel PPIN's 26510, 41469, 41470, 26500, 20815 and 20816 necessary for public use, determining that it is prudent and in the best interest of the public to and authorize the Mayor to enter an administrative settlement with Hub Development, LLC, Arlington Park, LLC, and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$106,657.60 to Hub Development, LLC, also known as lot 11 of the Cherokee Court Subdivision, and the acceptance of donation of portion of other portions of property, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.
File Number: 2023-587
Minute Book #

Summary

Recommendation Statement

Please place this on the August 22, 2023 City Council meeting for consideration.

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct improvements in Midtown Hattiesburg, including on and adjacent to Arlington Loop, 30th Avenue and 31st Ave, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use all or part of certain property belonging to Hub Development, LLC and Arlington Park, LLC, or its successors in title and/or other parties interested in said property which is more particularly described as Forrest County Parcel PPINs 26510, 41469, 41470, 41471, 26500, 20815 and 20816 (and more particularly described in Exhibit A hereto) and in the construction plans for the project, which plans are made a part hereof by reference:

WHEREAS, the City previously made a Fair Market Value Offer for certain parcels belonging to Hub Development, LLC, and has entered negotiations with Hub Development, LLC, and Arlington Park, LLC, for acquisition of all or portions of Forrest County Parcel PPINs 26510, 41469, 41470, 41471, 26500, 20815 and 20816;

WHEREAS, for acquisition of all or portions of Forrest County Parcel PPINs 26510, 41469, 41470, 41471, 26500, 20815 and 20816, Hub Development, LLC, and Arlington Park, LLC, have proposed to donate certain acquisition areas and have also taken the position that certain acquisitions(s) would result in a remaining uneconomic remnant;

WHEREAS, the Council has determined that it is prudent and in the best interest of the public, considering risks of trial, litigation expense, and project delay, among other considerations, to authorize the mayor to enter into enter an administrative settlement with Hub Development, LLC, Arlington Park, LLC, and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$106,657.60 to Hub Development, LLC, including the acquisition of all of lot 11 of Cherokee Court Subdivision, and the acceptance of donation of portion of other portions of property identified herein above;

NOW, THEREFORE, LET IT BE KNOWN THAT the Mayor is authorized to offer and to enter into enter an administrative settlement with Hub Development, LLC, Arlington Park, LLC, and any and all interest holders in said property, to acquire rights to the property from all interest holders for a total payment of \$106,657.60 to Hub Development, LLC, including the acquisition of all of lot 11 of Cherokee Court Subdivision, and the acceptance of donation of

portions of other property identified herein above, and, if accepted, the Mayor is authorized to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

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

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the ____ Day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ Day of _____, 2023.

ATTEST:

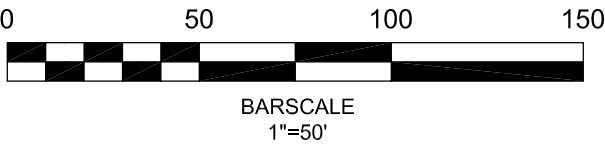
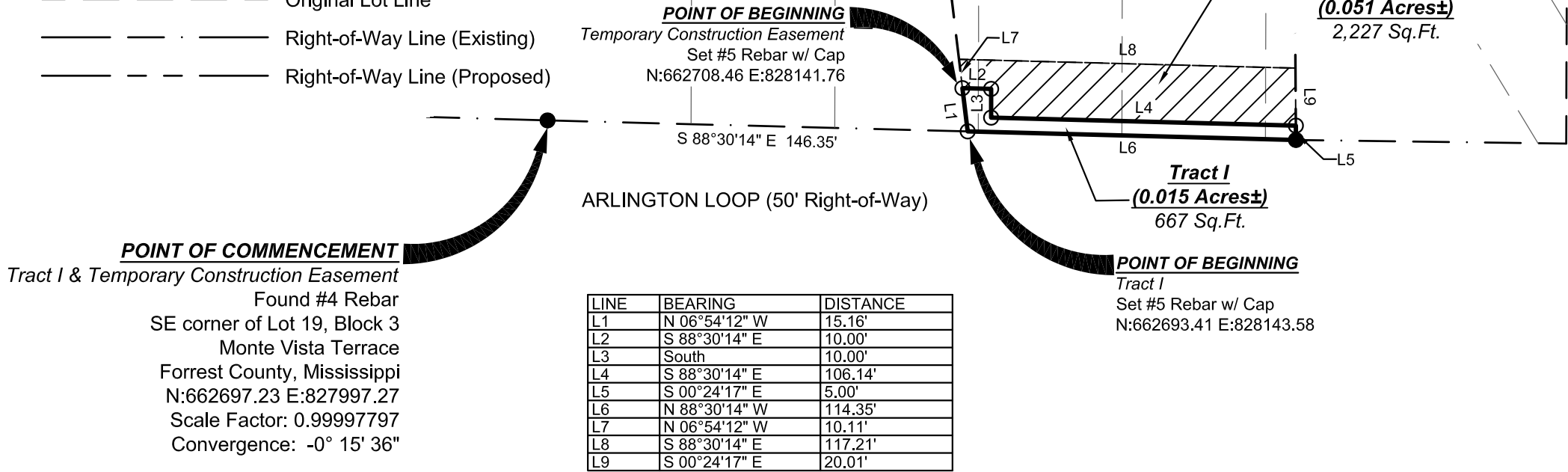
APPROVED:

CITY CLERK

MAYOR

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Monte Vista Terrace Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Legal Description Tract 1

A proposed tract of land containing 0.015 acres (667 square feet), more or less, situated in part of lots 22,23,24 and D, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997797, a convergence angle of -0 degrees 15 minutes 36 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a #4 rebar found located at the Southeast corner of said Lot 19, Block 3 having a MS State plane coordinate of N:662697.23 E:827997.27; thence South 88 degrees 30 minutes 14 seconds East 146.35 feet to a #5 rebar and cap set (N:662693.41, E:828143.58) marking the POINT OF BEGINNING of the herein described tract:

Thence North 06 Degrees 54 Minutes 12 Seconds West 15.16 feet to a #5 rebar and cap set;

Thence South 88 Degrees 30 Minutes 14 Seconds East 10.00 feet to a #5 rebar and cap set;

Thence South 10.00 feet to a #5 rebar and cap set;

Thence South 88 Degrees 30 Minutes 14 Seconds East 106.14 feet to a #5 rebar and cap set;

Thence South 00 Degrees 24 Minutes 17 Seconds East 5.00 feet to a #4 rebar found;

Thence North 88 Degrees 30 Minutes 14 Seconds West 114.35 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.051 acres (2,227 square feet) more or less, situated in part of lots 22,23,24 and D, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997797, a convergence angle of -0 degrees 15 minutes 36 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a #4 rebar found located at the Southeast corner of said Lot 19, Block 3 having a MS State plane coordinate of N:662697.23 E:827997.27; thence South 88 degrees 30 minutes 14 seconds East 146.35 feet to a #5 rebar and cap set (N:662693.41, E:828143.58); thence North 06 Degrees 54 Minutes 12 Seconds West 15.16 feet to a #5 rebar and cap set marking the POINT OF BEGINNING;

Thence North 06 Degrees 54 Minutes 12 Seconds West 10.11 feet;

Thence South 88 Degrees 30 Minutes 14 Seconds East 117.21 feet;

Thence South 00 Degrees 24 Minutes 17 Seconds East 20.01 feet to a #5 rebar and cap set;

Thence North 88 Degrees 30 Minutes 14 Seconds West 106.14 feet to a #5 rebar and cap set;

Thence North 10.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 30 Minutes 14 Seconds West 10.00 feet to the POINT OF BEGINNING.

Exhibit A

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

MAPTECH, INC.

Surveying Mapping Remote Sensing

3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706

PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take

for

Arlington Park LLC

Lots 22,23, 24 & Part of D Block 3 Monte Vista Terrace

City of Hattiesburg, Forrest County, Mississippi

ppin 20815

DRAWING No.:NS16886_APark 13.dwg

JOB No.:NS.16886.000

DRAWN BY: J. Byrd

CHECKED BY: J. Black

SCALE: 1"=50'

DATE: 12/12/2022

SHEET 1 of 1

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

POINT OF COMMENCEMENT
Tract I &
Temporary Construction Easement
Found #4 Rebar
SE corner of Lot 19, Block 3
Monte Vista Terrace
Forrest County, Mississippi
N:662697.23 E:827997.27
Scale Factor: 0.99997797
Convergence: -0° 15' 36"

LINE	BEARING	DISTANCE
L1	N 00°24'17" W	5.00'
L2	S 89°14'06" E	94.17'
L3	S 00°12'45" W	5.00'
L4	N 89°14'09" W	94.12'
L5	N 00°24'17" W	20.01'
L6	S 89°13'57" E	94.39'
L7	S 00°12'45" W	20.00'

ARLINGTON LOOP (50' Right-of-Way)

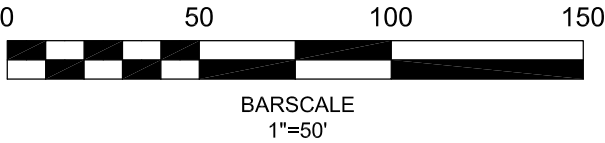
POINT OF BEGINNING
Temporary Construction Easement
Set #5 Rebar w/ Cap
N:662695.43 E:828257.85

Arlington Park LLC
Part of Lots D, & vacated street Block 3
Monte Vista Terrace

Temporary Construction Easement
(0.043 Acres±)
1,886 Sq.Ft.

Tract I
(0.011 Acres±)
471 Sq.Ft.

POINT OF BEGINNING
Tract I
Found #4 Rebar
N:662690.43 E:828257.89



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Monte Vista Terrace Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

Legal Description Tract 1

A proposed tract of land containing 0.011 acres (471 square feet), more or less, situated in part of lot D, and part of vacated street, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997797, a convergence angle of -0 degrees 15 minutes 36 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a #4 rebar found located at the Southeast corner of said Lot 19, Block 3 having a MS State plane coordinate of N:662697.23 E:827997.27; thence South 88 degrees 30 minutes 14 seconds East 260.70 feet to a #4 rebar found (N:662690.43, E:828257.89) marking the POINT OF BEGINNING of the herein described tract:

Thence North 00 Degrees 24 Minutes 17 Seconds West 5.00 feet to a #5 rebar and cap set;

Thence South 89 Degrees 14 Minutes 06 Seconds East 94.17 feet to a #5 rebar and cap set;

Thence South 00 Degrees 12 Minutes 45 Seconds West 5.00 feet to a #5 rebar and cap set;

Thence North 89 Degrees 14 Minutes 09 Seconds West 94.12 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.043 acres (1,886 square feet) more or less, situated in part of lot D, and part of vacated street, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997797, a convergence angle of -0 degrees 15 minutes 36 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a #4 rebar found located at the Southeast corner of said Lot 19, Block 3 having a MS State plane coordinate of N:662697.23 E:827997.27; thence South 88 degrees 30 minutes 14 seconds East 260.70 feet to a #4 rebar found (N:662690.43, E:828257.89); thence North 00 Degrees 24 Minutes 17 Seconds West 5.0 feet to a #5 rebar and cap set marking the POINT OF BEGINNING;

Thence North 00 Degrees 24 Minutes 17 Seconds West 20.01 feet to a #5 rebar and cap set;

Thence South 89 Degrees 13 Minutes 57 Seconds East 94.39 feet to a #5 rebar and cap set;

Thence South 00 Degrees 12 Minutes 45 Seconds West 20.00 feet to a #5 rebar and cap set;

Thence North 89 Degrees 14 Minutes 06 Seconds West 94.17 feet to the POINT OF BEGINNING.



3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Arlington Park LLC
Part of Lots D and vacated street, Block 3
Monte Vista Terrace
City of Hattiesburg, Forrest County, Mississippi
ppin 20815

DRAWING No.:NS16886_APark 15.dwg JOB No.:NS.16886.000

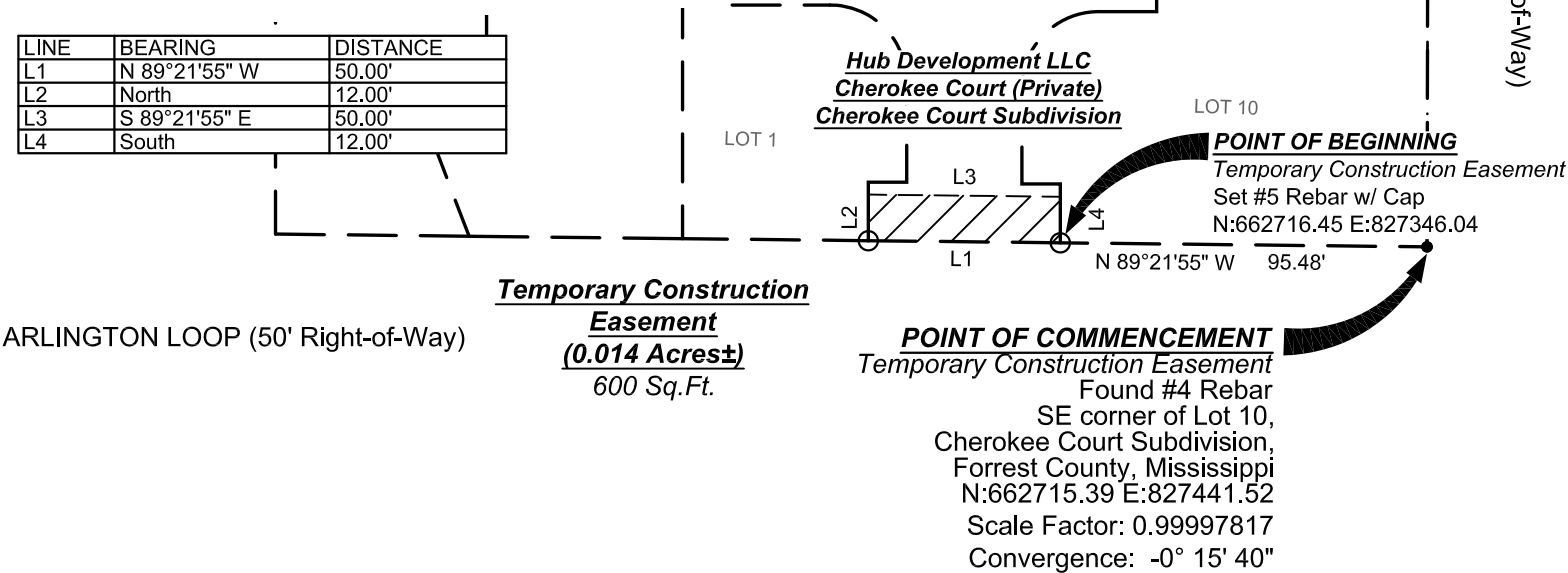
DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/12/2022 SHEET 1 of 1

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- - - - - Temporary Construction Easement
- - - - - Property Line
- - - - - Original Lot Line
- — — — — Right-of-Way Line (Existing)
- — — — — Right-of-Way Line (Proposed)

LINE	BEARING	DISTANCE
L1	N 89°21'55" W	50.00'
L2	North	12.00'
L3	S 89°21'55" E	50.00'
L4	South	12.00'



Proposed Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.014 acres (600 square feet) more or less, situated in part of Cherokee Court Subdivision as recorded in the office of the Chancery Clerk in Plat Book B page 78, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997817, a convergence angle of -0 degrees 15 minutes 40 seconds developed at the below described Beginning point and being more particularly described as follows:

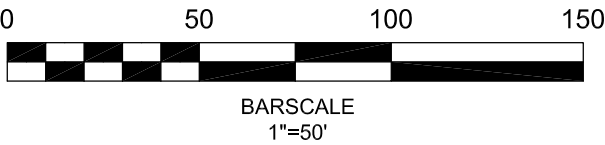
Beginning at a #4 rebar found located at the Southeast corner of said Lot 10, having a MS State plane coordinate of N:662715.39 E:827441.52;

Thence North 89 Degrees 21 Minutes 55 Seconds West 50.00 feet;

Thence North 12.00 feet;

Thence South 89 Degrees 21 Minutes 55 Seconds East 50.00 feet;

Thence South 12.00 feet to the POINT OF BEGINNING.



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Cherokee Court Plat Book B Page 78

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022

Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

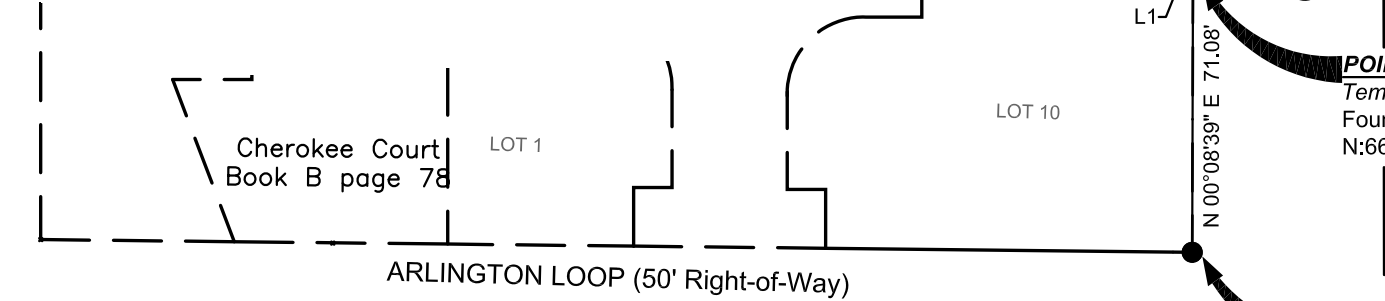
MAPTECH, INC.
Surveying Mapping Remote Sensing
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hub Development LLC
Cherokee Court Private, Cherokee Court Subdivision
City of Hattiesburg, Forrest County, Mississippi
ppin 26500

DRAWING No.:NS16886_CC 5.dwg		JOB No.:NS.16886.000	
DRAWN BY: J. Byrd		CHECKED BY: J. Black	
SCALE: 1"=50'	DATE: 12/8/2022	SHEET 1 of 1	

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

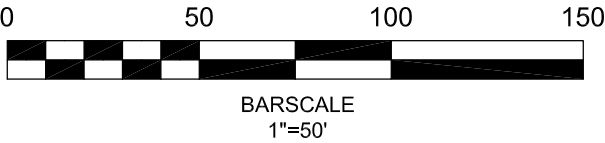


LINE	BEARING	DISTANCE
L1	N 89°50'57" W	5.00'
L2	N 00°28'19" E	27.53'
L3	N 90°00'00" E	5.00'
L4	S 00°28'19" W	27.55'

SOUTH 31ST AVE (50' Right-of-Way)

POINT OF BEGINNING
Temporary Construction Easement
Found Rebar
N:662786.46 E:827441.69

POINT OF COMMENCEMENT
Temporary Construction Easement
Found #4 Rebar
SE corner of Lot 10,
Cherokee Court Subdivision,
Forrest County, Mississippi
N:662715.39 E:827441.52
Scale Factor: 0.99997817
Convergence: -0° 15' 40"



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Cherokee Court Plat Book B Page 78

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: August 10, 2023

Legal Description Temporary Construction Easement:

A proposed temporary construction easement containing 0.003 acres (138 square feet), more or less, more or less, situated in part of lot 9 of Cherokee Court Subdivision as recorded in Map Book b page 78 in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997817, a convergence angle of -0 degrees 15 minutes 40 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Southeast corner of said Lot 10, having a MS State plane coordinate of N:662715.39 E:827441.52; thence North 00 degrees 08 minutes 39 seconds East 71.08 feet to a found rebar (N:662786.46 E:827441.69) marking the POINT OF BEGINNING

Thence North 89 Degrees 50 Minutes 57 Seconds West 5.00 feet; Thence North 00 Degrees 28 Minutes 19 Seconds East 27.53 feet;Thence North 90 Degrees 00 Minutes 00 Seconds East 5.00 feet;Thence South 00 Degrees 28 Minutes 19 Seconds West 27.55 feet to the POINT OF BEGINNING;

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

MAPTECH, INC.
Surveying Mapping Remote Sensing
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hub Development LLC
South 1/2 Lot 9, Cherokee Court Subdivision
City of Hattiesburg, Forrest County, Mississippi
ppin 41469

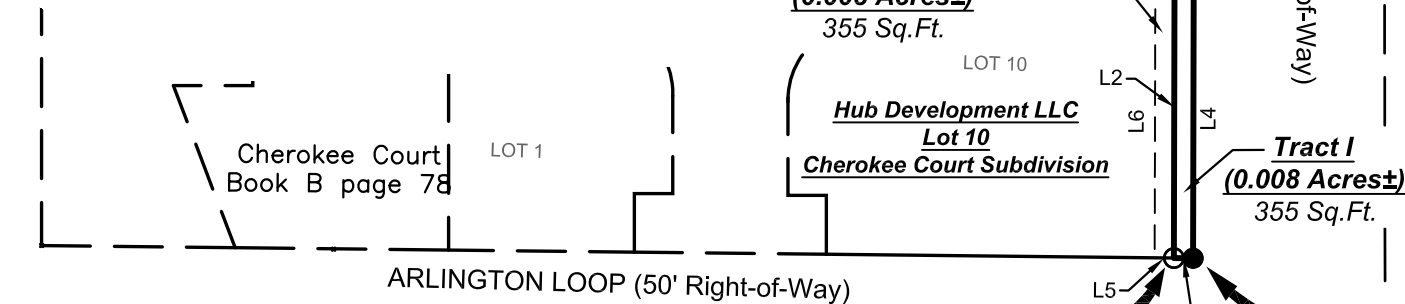
DRAWING No.:NS16886_CC 32SP.dwg JOB No.:NS.16886.000

DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 08/10/2023 SHEET 1 of 1

Legend

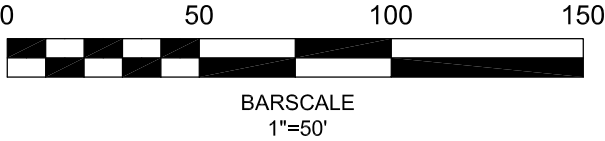
- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)



LINE	BEARING	DISTANCE
L1	N 89°21'55" W	5.00'
L2	N 00°08'39" E	71.03'
L3	S 89°50'57" E	5.00'
L4	S 00°08'39" W	71.08'
L5	N 89°21'55" W	5.00'
L6	N 00°08'39" E	71.02'
L7	S 89°31'54" E	5.00'

POINT OF BEGINNING
Temporary Construction Easement
Set #5 Rebar w/ Cap
N:662715.44 E:827436.52

POINT OF BEGINNING
Tract I
POINT OF COMMENCEMENT
Tract I, Temporary Construction Easement
Found #4 Rebar
SE corner of Lot 10,
Cherokee Court Subdivision,
Forrest County, Mississippi
N:662715.39 E:827441.52
Scale Factor: 0.99997817
Convergence: -0° 15' 40"



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Cherokee Court Plat Book B Page 78

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

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This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: August 10, 2023

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

Legal Description Tract 1

A proposed tract of land containing 0.008 acres (355 square feet), more or less, situated in part of lot 10 of Cherokee Court Subdivision as recorded in Map Book b page 78 in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997817, a convergence angle of -0 degrees 15 minutes 40 seconds developed at the below described Beginning point and being more particularly described as follows:

Beginning at a found rebar located at the Southeast corner of said Lot 10, having a MS State plane coordinate of N:662715.39 E:827441.52;

Thence North 89 Degrees 21 Minutes 55 Seconds West 5.00 feet to a #5 rebar and cap set; Thence North 00 Degrees 08 Minutes 39 Seconds East 71.03 feet to a #5 rebar and cap set; Thence South 89 Degrees 50 Minutes 57 Seconds East 5.00 feet to a #5 rebar and cap set; Thence South 00 Degrees 08 Minutes 39 Seconds West 71.08 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed temporary construction easement containing 0.008 acres (355 square feet), more or less, more or less, situated in part of lot 10 of Cherokee Court Subdivision as recorded in Map Book b page 78 in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997817, a convergence angle of -0 degrees 15 minutes 40 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Southeast corner of said Lot 10, having a MS State plane coordinate of N:662715.39 E:827441.52; thence North 89 degrees 21 minutes 55 seconds West 5.0 feet to a #5 rebar and cap set (N:662715.44 E:827436.52) marking the POINT OF BEGINNING

Thence North 89 Degrees 21 Minutes 55 Seconds West 5.00 feet;Thence North 00 Degrees 08 Minutes 39 Seconds East 71.02 feet;Thence South 89 Degrees 31 Minutes 54 Seconds East 5.00 feet;Thence South 00 Degrees 08 Minutes 39 Seconds West 71.03 feet to the POINT OF BEGINNING;



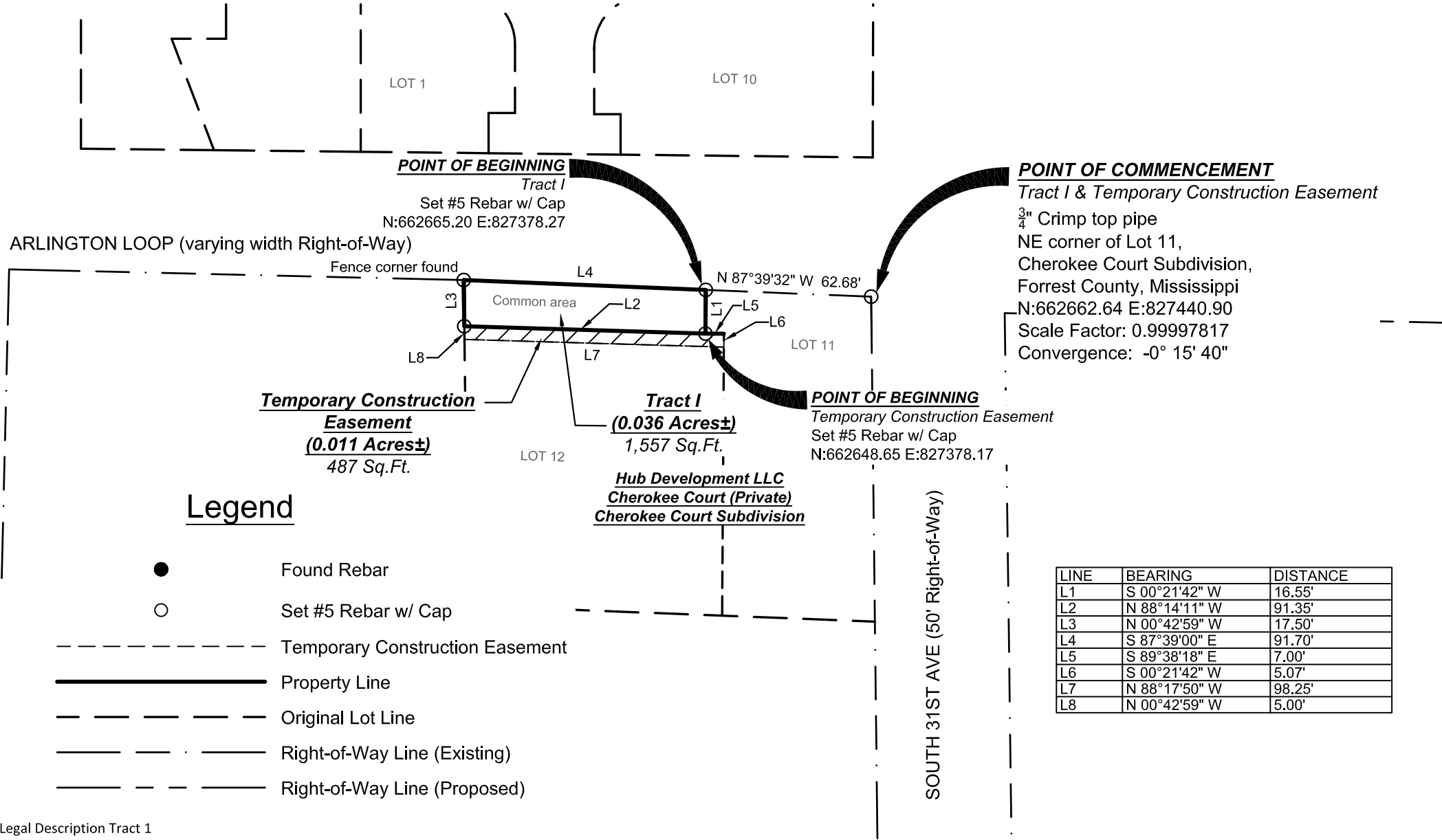
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hub Development LLC
Lot 10, Cherokee Court Subdivision
City of Hattiesburg, Forrest County, Mississippi
ppin 41470

DRAWING No.:NS16886_CC 32.dwg JOB No.:NS.16886.000

DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 08/10/2023 SHEET 1 of 1



050100150

BARSCALE

1"=50'

General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Cherokee Court Plat Book B Page 78

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

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This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

Legal Description Tract 1

A proposed tract of land containing 0.036 acres (1557 square feet), more or less, situated in part of thee NE ¼ of the SW 1/14 of Section 7, Township 4 North, Range 13 West, Forrest County Mississippi . The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997817, a convergence angle of -0 degrees 15 minutes 40 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a 3/4" pipe found located at the Northeast corner of Lot 11, Cherokee Court Subdivision as recorded in Book B page 78 in the office of the Chancery Clerk of Forrest County, Mississippi having a MS State plane coordinate of N:662662.64 E:827440.90; thence along the south right of way line of Arlington Loop, North 87 degrees 39 minutes 32 seconds West 62.88 feet to a #5 rebar and cap set (N:662665.20 E:827378.27) marking the POINT OF BEGINNING;

Thence South 00 Degrees 21 Minutes 42 Seconds West 16.55 feet to a #5 rebar and cap set;

Thence North 88 Degrees 14 Minutes 11 Seconds West 91.35 feet to a #5 rebar and cap set;

Thence North 00 Degrees 42 Minutes 59 Seconds West 17.50 feet to a #5 rebar and cap set;

Thence South 87 Degrees 39 Minutes 00 Seconds East 91.70 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.052 acres (2,265 square feet), more or less, situated in part of thee NE ¼ of the SW 1/14 of Section 7, Township 4 North, Range 13 West, Forrest County Mississippi . The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997817, a convergence angle of -0 degrees 15 minutes 40 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a 3/4" pipe found located at the Northeast corner of Lot 11, Cherokee Court Subdivision as recorded in Book B page 78 in the office of the Chancery Clerk of Forrest County, Mississippi having a MS State plane coordinate of N:662662.64 E:827440.90; thence along the south right of way line of Arlington Loop, North 87 degrees 39 minutes 32 seconds West 62.88 feet; thence South 00 degrees 21 minutes 42 seconds West 16.55 feet to a #5 rebar and cap set (N:662648.65 E:827378.17) marking the POINT OF BEGINNING

Thence South 89 Degrees 38 Minutes 18 Seconds East 7.00 feet;

Thence South 00 Degrees 21 Minutes 42 Seconds West 5.07 feet;

Thence North 88 Degrees 17 Minutes 50 Seconds West 98.25 feet;

Thence North 00 Degrees 42 Minutes 59 Seconds West 5.00 feet ;

Thence South 88 Degrees 14 Minutes 11 Seconds East 91.35 feet to the POINT OF BEGINNING.

MAPTECH, INC.

Surveying Mapping Remote Sensing

3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706

PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take

for

Hub Development LLC

Chierokee Court (Private)

City of Hattiesburg, Forrest County, Mississippi

ppin 26510

DRAWING No.:NS16886_HUB 2.dwg

JOB No.:NS.16886.000

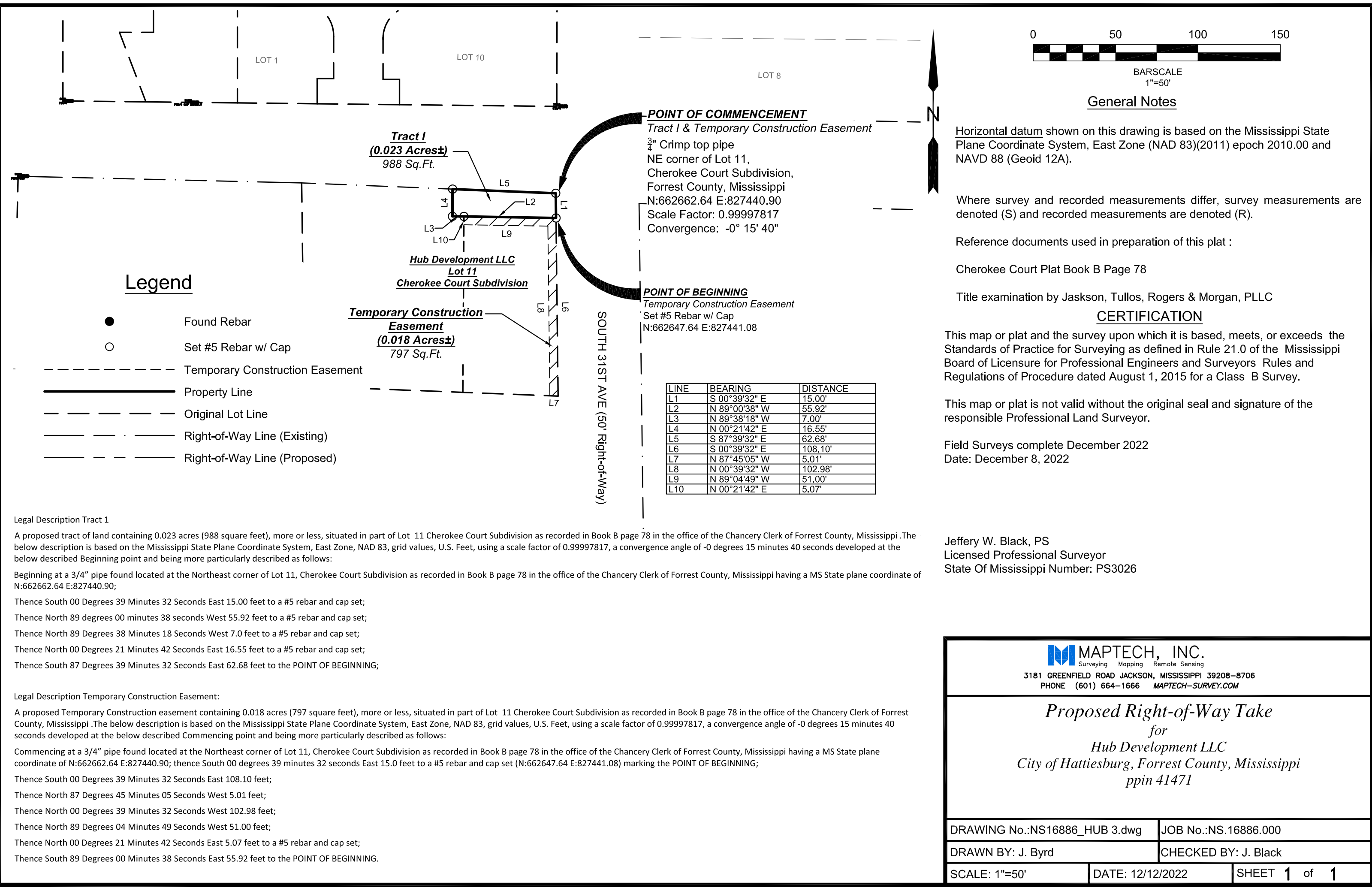
DRAWN BY: J. Byrd

CHECKED BY: J. Black

SCALE: 1"=50'

DATE: 12/12/2022

SHEET 1 of 1



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

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Reference documents used in preparation of this plat :

Cherokee Court Plat Book B Page 78

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

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This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

MAPTECH, INC.
Surveying Mapping Remote Sensing
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hub Development LLC
City of Hattiesburg, Forrest County, Mississippi
ppin 41471

DRAWING No.:NS16886_HUB 3.dwg		JOB No.:NS.16886.000	
DRAWN BY: J. Byrd		CHECKED BY: J. Black	
SCALE: 1"=50'		DATE: 12/12/2022	SHEET 1 of 1



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ronda Kennedy, Clerk of Council
cc:
Date: Tuesday, August 22, 2023
Re: Approve the minutes for the August 7 & 8, 2023 meetings of the City Council.
File Number: 2023-563
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 August 22, 2023 City Council meeting for consideration.

Published Agenda



Monday, August 7, 2023 4:00 PM	City Council Monday Meeting Agenda	Council Chambers 200 Forrest Street
---	---	--

Call to Order

Agenda Adjustments

- | | | |
|-----------|-----------------|--|
| 8. | 2023-529 | Add to Routine Item #8 at the request of the Administration - Addendum to the claims docket, invoice payable to University of Southern Mississippi, in the amount of \$1,155.00. |
|-----------|-----------------|--|

Agenda Review

Citizens' Forum

Departmental Budget Presentations

- | | | |
|-----------|-----------------|------------------------------|
| 1. | 2023-520 | Water & Sewer Department |
| 2. | 2023-521 | Municipal Court |
| 3. | 2023-522 | Urban Development Department |
| 4. | 2023-523 | Public Works |

Meeting Recess

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council was held at 4:00 p.m. Monday, August 7, 2023**, in Council Chambers at City Hall; same being from an adjourned meeting held on July 18, 2023.

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

Council President George Called the meeting to order.

Agenda Adjustments

The Clerk of Council read aloud adjustments to the agenda.

- | | | |
|-----------|-----------------|--|
| 8. | 2023-529 | Add to Routine Item #8 at the request of the Administration - Addendum to the claims docket, invoice payable to University of Southern Mississippi, in the amount of \$1,155.00. |
|-----------|-----------------|--|

Attachments: FORM.DOCKET.ADDENDUM

Agenda Review

Council President George proceeded with the Agenda Review.

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.

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

Council Vice President Ware closed the Citizen Forum.

Departmental Budget Presentations

Council President George proceeded with the Budget Presentations, which included:

1.

2023-520

Water & Sewer Department presented by Alan Howe, Director.

Attachments: [Water & Sewer Department Budget Presentation 2024](#)
2.

2023-521

Municipal Court presented by Judge Wes Curry.

Attachments: [Municipal Court Department Budget Presentation 2024](#)
3.

2023-522

Urban Development Department presented by Wiley Quinn, Director.

Attachments: [Urban Development Department Budget Presentation 2024](#)
4.

2023-523

Public Works presented by Ronnie Perkins, Director.

Attachments: [Public Works Department Budget Presentation 2024](#)

Meeting Recess

Council President George declared the **meeting recessed at 5:18 p.m., this 7th day of August, 2023**, by unanimous consent, until the 8th day of August, 2023.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



**Tuesday, August 8, 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 #11, #12 and Routine Item #9 at the request of the Administration as follows:

- | | | |
|------|----------|---|
| 11. | 2023-530 | Adopt a Resolution authorizing submission for the Promoting Resilient Operation for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Program under the U.S. Department of Transportation and authorize the Mayor to execute any and all documents required. |
| 12. | 2023-531 | Approve Grant Agreement between City of Hattiesburg and Federal Railroad Administration for the 2019 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant Program and authorize the Mayor to execute Agreement and any other documents related to grant administration. |
| R-9. | 2023-532 | Set a public hearing on the City of Hattiesburg's proposed budget and proposed tax levies for fiscal year 2024 scheduled for Tuesday, August 29, 2023 in Council Chambers at City Hall and authorizing advertisement of notice of public hearing. |

POLICY AGENDA

- | | | |
|-----|----------|--|
| 1. | 2023-497 | Approve the minutes for the July 17 & 18, 2023 meetings of the City Council. |
| 2. | 2023-508 | Adopt a Resolution setting Public Hearing on Tuesday, September 5 th , 2023 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11. |
| 3. | 2023-504 | Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 021836 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to ARC-1, LLC; Authorize Mayor to execute any and all documents required to complete the transaction and issuance of a manual check. |
| 4. | 2023-493 | Approve Tolling Agreement between the City of Hattiesburg and the United States Army Corps of Engineers (Corps) regarding a permit from the Corps allowing repairs to damages caused by a flood in December 2018 at a site on St. Annes Drive and authorize the Mayor to execute the same. |
| 5. | 2023-498 | Approve Joint-Funding Agreement for the period of October 1, 2023 to September 30, 2024 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue with total cost to the City of \$7,810.00 and authorize the Mayor to execute in duplicate. |
| 6. | 2023-503 | Approve Change Order No. 2 with Myers Underground Utilities for the Midtown Green Park Drainage Improvements project to decrease the contract amount by \$1,029.62 for a final contract amount of \$267,356.34; authorize final acceptance and the Mayor to execute the same. |
| 7. | 2023-506 | Approve a Fire Protection Agreement between the City of Hattiesburg and the University Of Southern Mississippi to provide fire protection and related services for a one (1) year term in the amount of \$95,652.00 and authorize the Mayor to execute the same. |
| 8. | 2023-505 | Authorize submission of the 2023 USDOJ Edward Byrne Memorial Justice Assistance Grant in the amount of \$29,739 to be shared by the City of Hattiesburg with disparate jurisdiction Forrest County (\$17, 843.4 Hattiesburg/ \$11, 895.6 Forrest County) and authorize the Mayor to execute the same. |
| 9. | 2023-502 | Acknowledge receipt of grant award from the Mississippi Emergency Management Agency 2019 Hazard Mitigation Grant Program (Project Number 4429-14), in the amount of \$349,473 to fund an acquisition project in the total amount of \$465,364 (\$349, 473 federal/\$116,491 local match) to purchase and demolish three repetitive loss properties and convert the lots into open space. |
| 10. | 2023-509 | Acknowledge receipt of closing documents for the Lincoln Rd Paving Project, authorize final acceptance of the project and authorize payment of the final pay application. |

ROUTINE AGENDA

- | | | |
|----|-----------------|--|
| 1. | 2023-491 | Acknowledge receipt of the Fiscal Year 2024 Budget for Pine Belt Regional Solid Waste Management Authority. |
| 2. | 2023-492 | Acknowledge receipt of Privilege Tax License report for the month of June 2023. |
| 3. | 2023-501 | Acknowledge receipt of the two quote docket for the period of May 26, 2023 through July 28, 2023. |
| 4. | 2023-494 | Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg’s 2024 Annual Action Plan |
| 5. | 2023-490 | Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME} |
| 6. | 2023-496 | Approve the City's purchase of (1) one grave space, located in the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Lot # 50, Section 23, at Highland Cemetery, Minute Book# 1990, Page 3/147-148, in the amount of \$ 175.00, from Charles MacGregor, Jr, Authorize manual check for the same. |
| 7. | 2023-495 | Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds. |
| 8. | 2023-507 | Approve claims docket for the period ending July 31, 2023. |

Departmental Budget Presentations

- | | | |
|----|-----------------|---|
| 1. | 2023-524 | Police Department |
| 2. | 2023-525 | Fire Department |
| 3. | 2023-526 | Parks and Recreation Department |
| 4. | 2023-527 | Administration Department |
| 5. | 2023-528 | Transportation and Engineering Department |

In Memoriam:

- Mr. Shane William Burge
- Mr. Jerry B. Owens
- Mr. Vincent Wiley
- Ms. Latarski Fairley
- Mr. William Chambliss
- Ms. Judy Sellers
- Ms. Louise McAdams
- Mrs. Dorothy Jean Lucas
- Mr. Charles Vernon Wilson
- Ms. Diane Cynthia White-Smith
- Mrs. Virginia Anderson Kester

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, August 8, 2023, in Council Chambers at City Hall; same being from a recessed meeting held on August 7, 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 Officer David Matos.

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.

Agenda Adjustments

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Add Policy Items #10, #11 and Routine Item #9 at the request of the Administration as follows:

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

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2023-497** Approve the minutes for the July 17 & 18, 2023 meetings of the City Council.

Attachments: 7-17-2023 AR Mins.
 7-18-2023 Mins.

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve the minutes for the July 17 & 18, 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. **2023-508** Adopt a Resolution setting Public Hearing on Tuesday, September 5th, 2023 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: PH 09 05 2023 Request to Set Public Hearing Memo
 PH 09 05 2023 Resolution

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-97) setting Public Hearing on Tuesday, September 5th, 2023 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

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. **2023-504** Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 021836 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to ARC-1, LLC; Authorize Mayor to execute any and all documents required to complete the transaction and issuance of a manual check.

Attachments: Resolution - PPIN 021836
 Establishment of Just Compensation Offer - PPIN 021836

FAIR MARKET VALUE OFFER - PPIN 021836
205 McLeod Street - Appraisal Report (002)
205 McLeod St - Title Opinion

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2023-98) declaring a portion of property identified as Forrest County Parcel PPIN 021836 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to ARC-1, LLC; Authorize Mayor to execute any and all documents required to complete the transaction and issuance of a manual check.

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

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

Nays: 0

4. **2023-493** Approve Tolling Agreement between the City of Hattiesburg and the United States Army Corps of Engineers (Corps) regarding a permit from the Corps allowing repairs to damages caused by a flood in December 2018 at a site on St. Annes Drive and authorize the Mayor to execute the same.

Attachments: Blank TOLLING AGREEMENT

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Tolling Agreement between the City of Hattiesburg and the United States Army Corps of Engineers (Corps) regarding a permit from the Corps allowing repairs to damages caused by a flood in December 2018 at a site on St. Annes Drive 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

5. **2023-498** Approve Joint-Funding Agreement for the period of October 1, 2023 to September 30, 2024 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue with total cost to the City of \$7,810.00 and authorize the Mayor to execute in duplicate.

Attachments: 24MLJFAMSDA088_City of Hattiesburg, MS_Knight

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Joint-Funding Agreement for the period of October 1, 2023 to September 30, 2024 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue with total cost to the City of \$7,810.00 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

6. **2023-503** Approve Change Order No. 2 with Myers Underground Utilities for the Midtown Green Park Drainage Improvements project to decrease the contract amount by \$1,029.62 for a final contract amount of \$267,356.34; authorize final acceptance and the Mayor to execute the same.

Attachments: Change Order #2 - Midtown Green Drainage

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve Change Order No. 2 with Myers Underground Utilities for the Midtown Green Park Drainage Improvements project to decrease the contract amount by \$1,029.62 for a final contract amount of \$267,356.34; authorize final acceptance and 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

7. **2023-506** Approve a Fire Protection Agreement between the City of Hattiesburg and the University Of Southern Mississippi to provide fire protection and related services for a one (1) year term in the amount of \$95,652.00 and authorize the Mayor to execute the same.

Attachments: Fire Protection 2023

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve a Fire Protection Agreement between the City of Hattiesburg and the University Of Southern Mississippi to provide fire protection and related services for a one (1) year term in the amount of \$95,652.00 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. **2023-505** Authorize submission of the 2023 USDOJ Edward Byrne Memorial Justice Assistance Grant in the amount of \$29,739 to be shared by the City of Hattiesburg with disparate jurisdiction Forrest County (\$17, 843.4 Hattiesburg/ \$11, 895.6 Forrest County) and authorize the Mayor to execute the same.

Attachments: 2023 Byrne MOU
 FinancialCapability
 2023 Disclosure of Duplication in Cost Items
 fy-23-local-jag-ce-certification

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Authorize submission of the 2023 USDOJ Edward Byrne Memorial Justice Assistance Grant in the amount of \$29,739 to be shared by the City of Hattiesburg with disparate jurisdiction Forrest County (\$17, 843.4 Hattiesburg/ \$11, 895.6 Forrest County) 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. **2023-502** Acknowledge receipt of grant award from the Mississippi Emergency Management Agency 2019 Hazard Mitigation Grant Program (Project Number 4429-14), in the amount of \$349,473 to fund an acquisition project in the total amount of \$465,364 (\$349, 473 federal/\$116,491 local match) to purchase and demolish three repetitive loss properties and convert the lots into open space.

Attachments: DR-4429-0014 City of Hattiesburg 2019 Acquisition Project Approval 5.23.2023 (1)
 4429-0014 City of Hattiesburg Funding Agreement (1)

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Acknowledge receipt of grant award from the Mississippi Emergency Management Agency 2019 Hazard Mitigation Grant Program (Project Number 4429-14), in the amount of \$349,473 to fund an acquisition project in the total amount

of \$465,364 (\$349, 473 federal/\$116,491 local match) to purchase and demolish three repetitive loss properties and convert the lots into open space.

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. 2023-509** Acknowledge receipt of closing documents for the Lincoln Rd Paving Project, authorize final acceptance of the project and authorize payment of the final pay application.

Attachments: Closing Documents - Lincoln Rd Paving Project

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to Acknowledge receipt of closing documents for the Lincoln Rd Paving Project, authorize final acceptance of the project and authorize payment of the final pay application.

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. 2023-530** Adopt a Resolution authorizing submission for the Promoting Resilient Operation for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Program under the U.S. Department of Transportation and authorize the Mayor to execute any and all documents required.

Attachments: Resolution-FY2023 PROTECT Program

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Adopt a Resolution (#2023-99) authorizing submission for the Promoting Resilient Operation for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Program under the U.S. Department of Transportation and authorize the Mayor to execute any and all documents required.

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. 2023-531** Approve Grant Agreement between City of Hattiesburg and Federal Railroad Administration for the 2019 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant Program and authorize the Mayor to execute Agreement and any other documents related to grant administration.

Attachments: Grant Agreement between COH and Federal Railroad Administration (CRISI)

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve Grant Agreement between City of Hattiesburg and Federal Railroad Administration for the 2019 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant Program and authorize the Mayor to execute Agreement and any other documents related to grant administration.

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 Vice President Ware and seconded by Council Member Carroll to Amend Routine Item #9, to add the 5:30 p.m. time to the notice of public hearing.

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

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. **2023-491** Acknowledge receipt of the Fiscal Year 2024 Budget for Pine Belt Regional Solid Waste Management Authority.

Attachments: 0312_001

2. **2023-492** Acknowledge receipt of Privilege Tax License report for the month of June 2023.

Attachments: 0315_001

3. **2023-501** Acknowledge receipt of the two quote docket for the period of May 26, 2023 through July 28, 2023.

Attachments: August 8 Agenda Two Quote

4. **2023-494** Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg’s 2024 Annual Action Plan.

Attachments: NOTICE OF PUBLIC HEARING Input 2024 Action Plan

5. **2023-490** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}

Attachments: MS Starter Homes_412 N. 38th Avenue_08082023
Note to File_08082023
Manual Check Memo 08082023

6. **2023-496** Approve the City's purchase of (1) one grave space, located in the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Lot # 50, Section 23, at Highland Cemetery, Minute Book# 1990, Page 3/147-148, in the amount of \$ 175.00, from Charles MacGregor, Jr, Authorize manual check for the same.

Attachments: Buy Back (Charles MacGregor, Jr) 08-08-2023

7. **2023-495** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (08-08-2023)
Receipts (08-08-2023)
Deeds (08-08-2023)

8. **2023-507** Approve claims docket for the period ending July 31, 2023.

Attachments: DT 7.31.23
DOCKET 23.07.31
Addendum to the claims docket

9.

2023-532

Set a public hearing on the City of Hattiesburg's proposed budget and proposed tax levies for fiscal year 2024 scheduled for 5:30 p.m. on Tuesday, August 29, 2023, in Council Chambers at City Hall and authorizing advertisement of notice of public hearing
- Attachments: [Notice of Public Hearing on Budget Tax Levy FY2024](#)

Departmental Budget Presentations

Council President George proceeded with the Budget Presentations, which included:

1.

2023-524

Police Department, presented by Police Chief Peggy Sealy.
- Attachments: [Police Department Budget Presentation 2024](#)
2.

2023-525

Fire Department, presented by Assistant Fire Chief Chris Carr.
- Attachments: [Fire Department Budget Presentation 2024](#)
3.

2023-526

Parks and Recreation Department presented by Betsy Mercier, Interim Director.
- Attachments: [Parks & Rec Departmental budget proposal](#)
4.

2023-527

Administration Department presented by Kermas Eaton, City Clerk.
- Attachments: [Administration Department Budget Presentation 2024](#)
5.

2023-528

Transportation and Engineering Department presented by Mary Beth Bergin, Director.
- Attachments: [Transportation & Engineering Department Budget Presentation 2024](#)

In Memoriam:

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

- Mr. Shane William Burge
- Mr. Jerry B. Owens
- Mr. Vincent Wiley
- Ms. Latarski Fairley
- Mr. William Chambliss
- Ms. Judy Sellers
- Ms. Louise McAdams
- Mrs. Dorothy Jean Lucas
- Mr. Charles Vernon Wilson
- Ms. Diane Cynthia White-Smith
- Mrs. Virginia Anderson Kester

Meeting Adjourn

Council President George declared the **meeting adjourned at 6:13 p.m., this 8th day of August, 2023**, by unanimous consent, until the 21st day of August, 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, Nathan Satcher, Planner II
cc: Ann Jones, Chief Administrative Officer
Date: Tuesday, August 22, 2023
Re: Adopt an Ordinance on the petition filed by Erik M. Lowrey renaming East Hardy Street to River Ave. The Planning Commission recommended to approve on August 2, 2023.
File Number: 2023-561
Minute Book #

Summary

Erik M. Lowrey, petitioner, requests the renaming of “East Hardy Street” to “River Ave”, where East Hardy Street begins at the Leaf River and ending at the intersection of River Ave. The proposed renaming would connect to the existing River Ave that ends at the intersection of Newman Street. (Forrest, County, Ward 2). Planning Commission recommended approval of the request on August 2nd, 2023.

Recommendation Statement

Please place this on the August 22, 2023 City Council meeting for consideration.



**URBAN
DEVELOPMENT
PLANNING DIVISION**

**Planning Commission
Case Fact Sheet**

Names of Petitioner: Erik M. Lowrey, petitioner

Address of Property: East Hardy Street
Tax Parcels/Ward: - **PPIN:** - **Ward:** 2

Request: **Street Renaming**

Purpose of Request: To consider an application **to rename the public street** presently known as East Hardy Street to "River Ave" where East Hardy Street begins at the Leaf River and ends at the intersection of River Ave. The proposed renaming would connect to the existing River Ave that ends at the intersection of Newman Street. (Forrest, County, Ward 2).

Applicant Summary: * See Attached *

Present Adjacent Zoning: The East Hardy Street Corridor is primarily fronted by B-3 (Community Business) zoned properties along the main corridor starting and the Unetta Street Intersection to the Old River Avenue Intersection. Parcels closest to the river are zoned Agricultural (A-1,2). The intersection of East Hardy and the existing River Ave is surrounded by a mixture of residentially zoned properties and light commercial zoning.

Most Nearly Bounded By (streets): This location is presently known as East Hardy Street, beginning at the intersection of the existing street named River Ave (which if the name is approved, would be an extension of that street) and ending at the Leaf River and the end of the City of Hattiesburg Limits.

Letters or Concerns stated: The Planning Division Office has received multiple petitions in support of the street renaming to River Avenue. Multiple citizens who would be affected by the street renaming have also inquired to the Planning Office regarding the street renaming and stated their support. There has been no opposition to the renaming as of the writing of this report. Petitions are included as an attachment to this report.

Comments:

East Hardy Street serves as the primary entryway to the City of Hattiesburg from Main Street in Petal. The street begins at the Leaf River and continues until it turns into River Ave. East Hardy, which was originally named River Avenue and was a continuation of the existing River Avenue, was renamed in 1966. A petition was filed by Kaiser Runnels at that time to rename the street to East Hardy as the original naming of the street held negative connotations. A memo from the Historic Planner is included at the end of this report providing more detail on the history of River Avenue and East Hardy Street.

The idea to rename the street was originally presented to staff in a community workshop by the petitioner in June of 2022. The community workshop was part of the Bridging Divides, Building Opportunities master plan, which is currently ongoing and projected to be completed in the next few months. The focus of the master plan is to provide a community-driven blueprint for East Hardy Street & Hall Avenue. This plan is also part of the overall improvements to the corridor, where multiple infrastructure projects are currently underway. This includes a new bridge, street improvements, and the construction of two new overpasses on Hall Avenue, where traffic entering Hattiesburg from the Leaf River bridge can bypass the active train lines in the downtown area.

The goal of the master plan will be to provide a clear vision for the areas affected by the infrastructure improvements, which will include zoning recommendations for the East Hardy, Hall Avenue, and Edwards Street corridors. Mixed-use zonings are currently being considered for portions of these areas, and the complete details of the plan will be presented in the next few months.

As of the writing of this letter, staff have received no opposition to the proposed name change. According to the Forrest County Emergency Management District, there are 52 structures points on East Hardy, which would all require a change of address if approved. The numbering in place would remain the same and line up with the numbering in place for the existing River Avenue

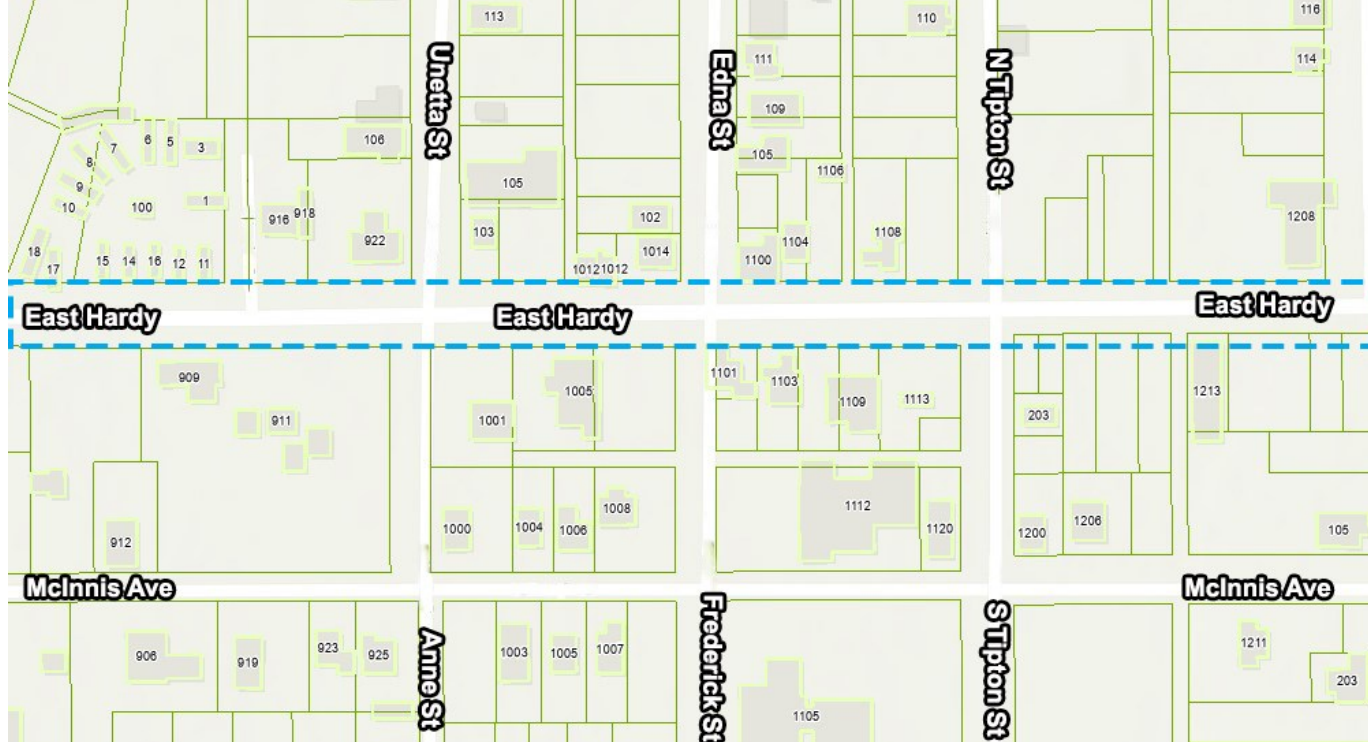
Options:

Recommend approval or denial of the request to **rename the public streets** presently known as East Hardy Street to "River Ave" where East Hardy Street begins at the Leaf River and ends at the intersection of River Ave. The proposed renaming would connect to the existing River Ave that ends at the intersection of Newman Street. (Forrest, County, Ward 2).

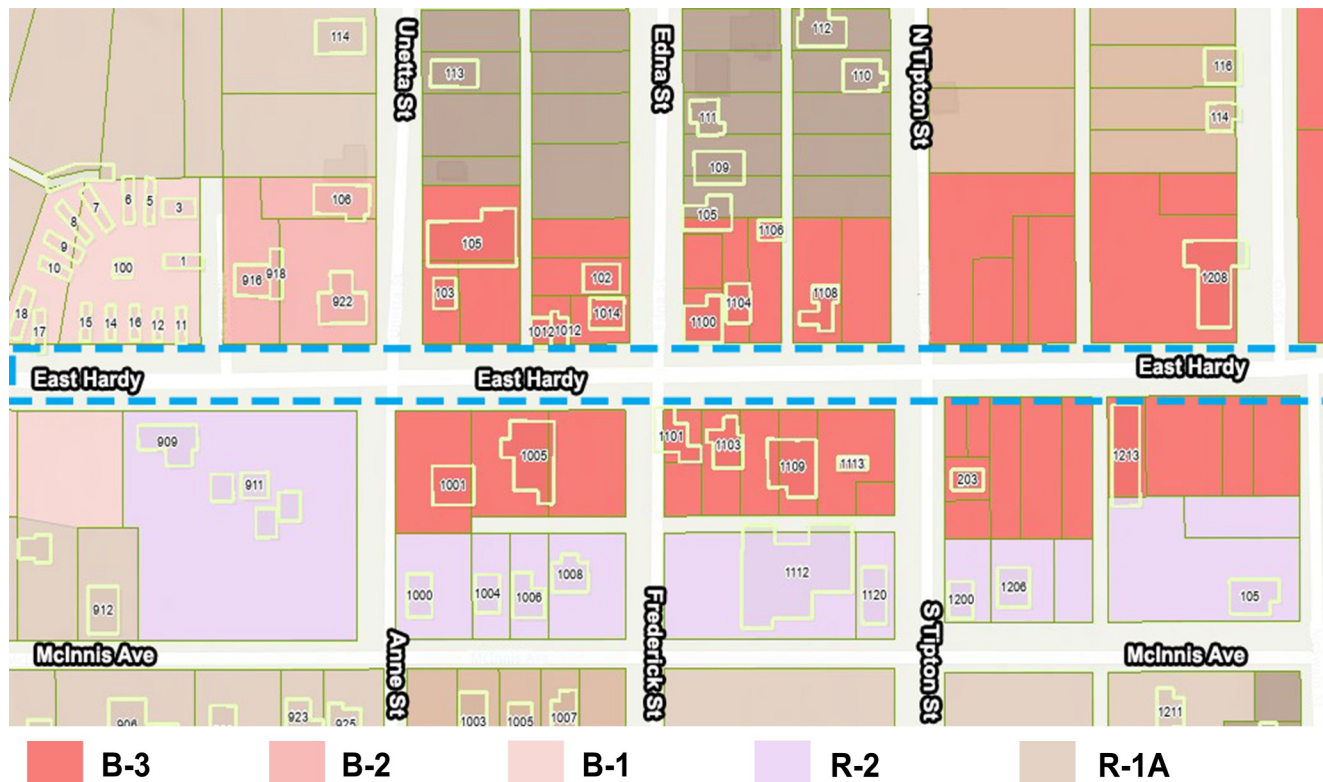
Erik M. Lowrey, Applicant.

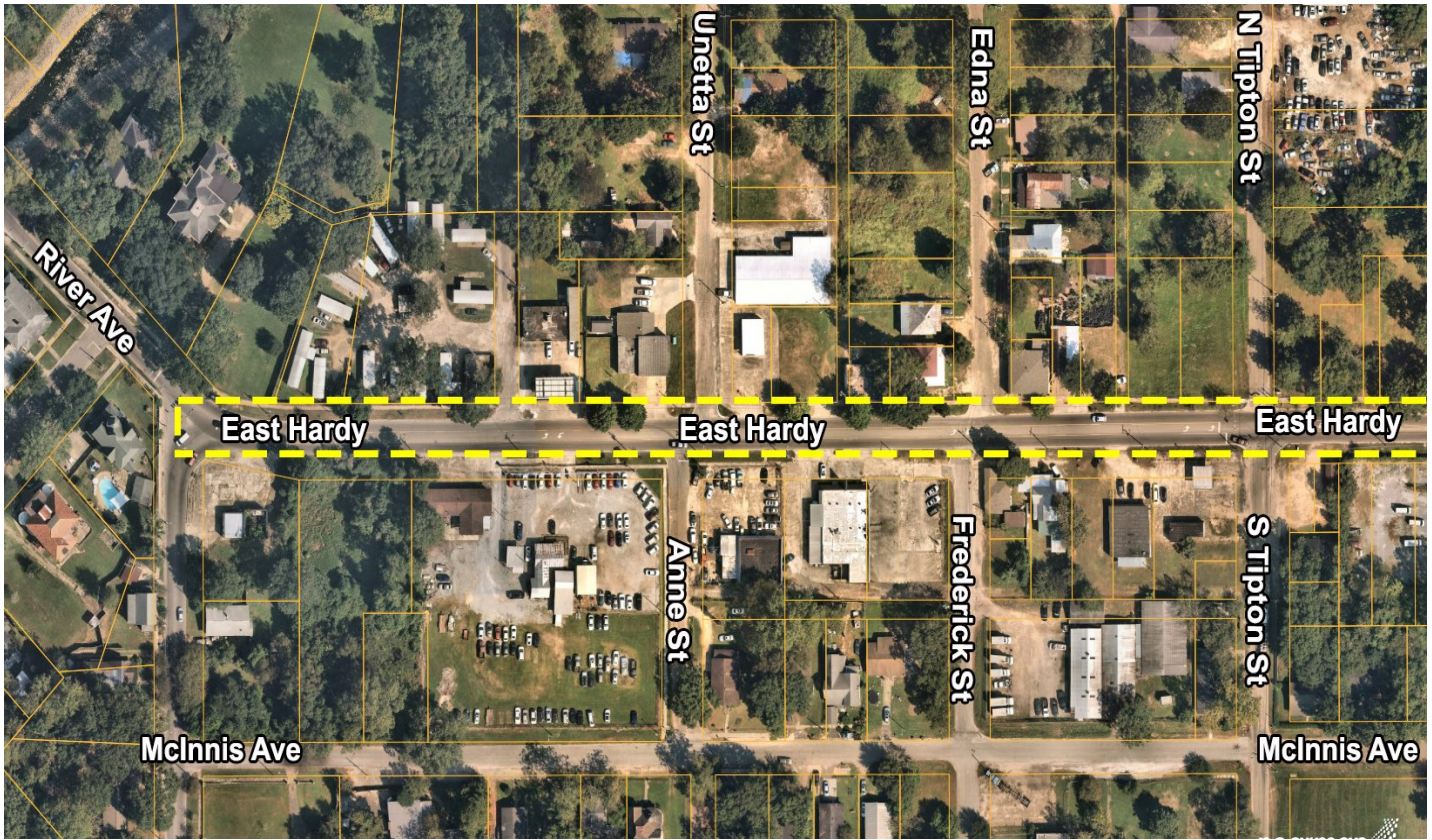
The petitioners request the renaming of “East Hardy Street” to “River Ave”, where East Hardy Street begins at the Leaf River and ending at the intersection of River Ave. The proposed renaming would connect to the existing River Ave that ends at the intersection of Newman Street. (Forrest, County, Ward 2).





Zoning





**Western Direction: R-1A Single-Family Residential, B-1
Professional Business**



**Eastern Direction: B-3 Community Business and A-1
General Agricultural**



**East Hardy Bridge
construction
(Leaf River)**







PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
Department of Urban Development
545-4599 or FAX (601) 545-1962

**PUBLIC HEARING TYPE REQUESTED:****Application for (check all appropriate types):**

- ☐ Variance (details below) ☐ Conditional Use (details below) ☐ Re-Zoning (details below)
- ☐ Subdividing of Lot, Parcel or Tract ☐ Overlay District
- ☒ Street or Alley Renaming *E Hardy to River Ave* ☐ Vacating Street or Alley
- ☐ Planned Mixed-Use District ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign ☐ Setback (front, side or rear _____) ☐ Off-site Parking
- ☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space
- ☐ Other _____

Land Development Code Section No. _____

Section No. _____

Section No. _____

Staff
Information –
do not complete

FOR CONDITIONAL USE PERMIT ONLY:

Check Applicable Type:

- ☐ Automotive filling station ☐ Group facility or home ☐ Care Center (type _____)
- ☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Solar Farm
- ☐ Restaurant ☐ Telecommunications ☐ Other _____

Land Development Code Section No. _____

Staff Information

FOR RE-ZONING ONLY:

Existing Zoning: _____

Proposed Zoning: _____

Public Hearing Contact Information Form

City of Hattiesburg - Planning Division

Note: A Pre-Application submittal must contain a completed application form and a concept plan drawn to scale.

Pre-Application Date: [Click here to enter a date.](#)

Planner: *Nathan Satche*

Today's Date: [Click here to enter a date.](#)

Project Name: *East Hardy Street Renaming to River Ave*

Proposed Use(s):

Project Street Address: *East Hardy*

PPIN Number(s) (If unknown, can be found on tax receipt):

Parcel Number(s):

Flood Zone(s):

Historic District(s):

Zoning District(s):

Proposed Cost of the Project: \$

Project Representative Information

Name: *Erik M. Lowrey*

☒ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone: *601-297-0903*

Fax:

Email:

elowrey@ErikLowreyPA.com

Mailing Address: *525 Corinne St, Hattiesburg MS 39401*

Name:

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone:

Fax:

Email:

Mailing Address:

Name:

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone:

Fax:

Email:

Mailing Address:



PETITION FOR RENAMING STREET

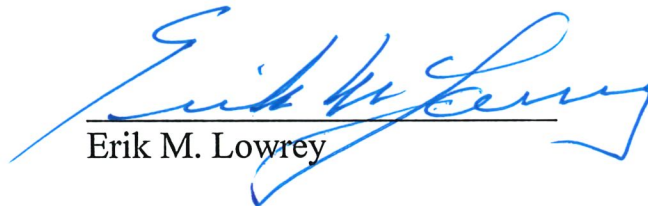
COMES NOW, Erik M. Lowrey and others, and files this their Petition to Rename East Hardy Street to it's original name, being River Avenue, and for cause would submit the following:

1. Attached hereto is a history of the name River Avenue which is the historical true name of the road;
2. In 1966, Kaiser Runnels, a business owner on River Avenue (one of the first burger houses in Hattiesburg) lead a Petition to change the name to East Hardy Street believe that the name would be a “drag on progress” as well as the belief that one day an overpass would connect the original Hardy Street with the existing East Hardy Street.
3. With the two new overpasses, the idea of another overpass downtown will not be needed.
4. Petitioner has used his best effort to find all of the owners on Hardy Street but some are not responsive or extremely difficult to find.
5. There is one church on East Hardy, and one residential site. The remainder are business (either in operation or closed).
6. The effect of the proposed change is to restore the proper and historical

name back to the road which most residents of the area (Hattiesburg and Petal) still refer to as River Road.

7. While visiting with the citizens on East Hardy, ALL are for the change as they struggle with the GPS problems of Google and Apple Maps send their clients and friends to West Hardy. Apparently the like and similar names cause the wrong instructions to be sent out. Returning the name to River Avenue will solve that problem.

Respectfully submitted, this the 12th day of June, 2023.


Erik M. Lowrey

Note:

Petitioner is a lifetime resident of Forrest County, a prior voter in Hattiesburg, presently owner of business property in Hattiesburg and residing in Sunrise, East of the River and daily traveler on River Avenue.

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within name Erik M. Lowrey, who, after being by me first duly sworn, states on oath that the facts and matter set forth and stated in the above and foregoing Petition To Rename Street are true and correct as therein stated.


Erik M. Lowrey

SWORN TO AND SUBSCRIBED before me this the 12th day of June,
2023.

(SEAL)



Peggy A. Knowles
Notary Public

Research Notes for River Avenue

- First printed reference in Hattiesburg News (March 1903). "Three valuable lots on River Ave. for sale. For particulars: J.C. Gridley, Poplarville.
- Aug 1907 ad: H.R. Graham, Staple and Fancy Groceries. 1200 River Ave.
- April 1908 ad: For rent, two rooms furnished at corner of Williams St. and River Ave.
- Jan 1909 - new telephone service for A.S. Bailey at 1309 River Ave.
- Feb 1909 – Mr. J.W. Bowden of TX visits his sister, Mrs. J. H. King, on River Ave.
- Jun 1909 – reference for Mrs. L.S. Platt 1113 River Ave.
- Jun 1909 – Westminster Aid of Bay Street Presbyterian to meet at the home of Andrew D. Draughn on River Ave. (907 River Ave. not extant)
- Aug 1909 – bids received for paving of Bouie St. and River Ave.
- Dec 1909 – new telephone service for Mrs. A.C. Lofton of River Ave.
- Jan 1910 – new telephone service for A.W. Milner of River Ave.
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MERLE KIRKWOOD (McMillan), on left, and Alice Mae Taylor (Hackney) ride tricycles across street from the River Avenue Merchantile Co., which was operated by Gaines A. Calhoun at the corner of River Ave. and Unetta St. The picture, taken about 1924, was loaned by Mrs. McMillan.

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Name: Linda Hinton Phone: 601-544-3704
Address of property on East Hardy: 1605 East Hardy St, Hattiesburg, Ms.
Signature: Linda Hinton

Name: Danny Hinton Phone: 601-544-3704
Address of property on East Hardy: 1605 East Hardy St, Hattiesburg, Ms.
Signature: Danny Hinton

Name: Mark Hinton Phone: 601-544-3704
Address of property on East Hardy: 1605 East Hardy St. Hattiesburg, Ms.
Signature: Mark Hinton

Name: Timothy Hinton Phone: 601-544-3704
Address of property on East Hardy: 1605 East Hardy St. Hattiesburg, Ms.
Signature: Timothy Hinton

Name: Margaret Simlin Phone: 601-325-3878
Address of property on East Hardy: 108 Klondyke St, Hattiesburg, Ms.
Signature: Margaret Simlin

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Name: Lisa Le Phone: 601-584-0438
Address of property on East Hardy: 1005 E. Hardy St.
Signature: Lisa Le

Name: GARY WALTERS Phone: 601 545-7355
Address of property on East Hardy: 1400 1/2 EAST HARDY ST.
Signature: GARY WALTERS

Name: _____ Phone: _____
Address of property on East Hardy: _____
Signature: _____

Name: _____ Phone: _____
Address of property on East Hardy: _____
Signature: _____

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Signature: _____

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Name: Kevin Lott Phone: 601.917.2172

Address of property on East Hardy: 0 E HARDY ST

Signature: 

Name: _____ Phone: _____

Address of property on East Hardy: _____

Signature: _____

Name: _____ Phone: _____

Address of property on East Hardy: _____

Signature: _____

Name: _____ Phone: _____

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Signature: Lisa Le

Name: GARY WATERS Phone: 601-545-7355

Address of property on East Hardy: 1400 1/2 EAST HARDY ST.

Signature: GARY WATERS

Name: M & R INC. Prop. Phone: 601-466-5461

Address of property on East Hardy: 1710 E Hardy + others

Signature: [Signature] Robin L. Roberts, President

Name: _____ Phone: _____

Address of property on East Hardy: _____

Signature: _____

Name: _____ Phone: _____

Address of property on East Hardy: _____

Signature: _____

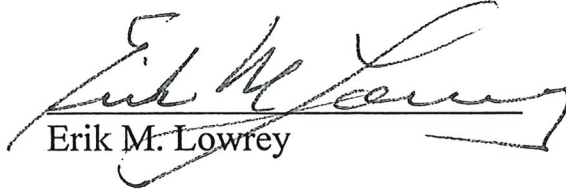
PETITION FOR RENAMING STREET

COMES NOW, Erik M. Lowrey and others, and files this their Petition to Rename East Hardy Street to it's original name, being River Avenue, and for cause would submit the following:

1. Attached hereto is a history of the name River Avenue which is the historical true name of the road;
2. In 1966, Kaiser Runnels, a business owner on River Avenue (one of the first burger houses in Hattiesburg) lead a Petition to change the name to East Hardy Street believe that the name would be a "drag on progress" as well as the belief that one day an overpass would connect the original Hardy Street with the existing East Hardy Street.
3. With the two new overpasses, the idea of another overpass downtown will not be needed.
4. Petitioner has used his best effort to find all of the owners on Hardy Street but some are not responsive or extremely difficult to find.
5. There is one church on East Hardy, and one residential site. The remainder are business (either in operation or closed).
6. The effect of the proposed change is to restore the proper and historical

name back to the road which most residents of the area (Hattiesburg and Petal) still refer to as River Road.

Respectfully submitted, this the 8th day of June, 2023.


Erik M. Lowrey

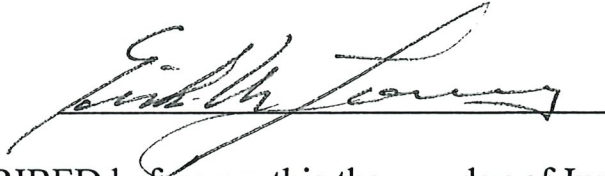
Note:

Petitioner is a lifetime resident of Forrest County, a prior voter in Hattiesburg, presently owner of business property in Hattiesburg and residing in Sunrise, East of the River and daily traveler on River Avenue.

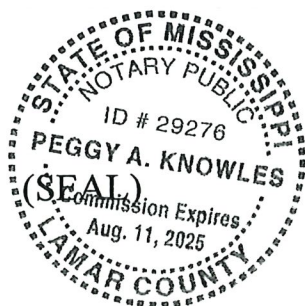
STATE OF MISSISSIPPI

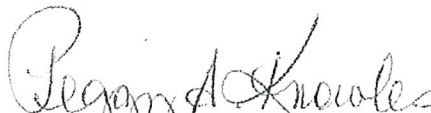
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within name Erik M. Lowrey, who, after being by me first duly sworn, states on oath that the facts and matter set forth and stated in the above and foregoing Petition To Rename Street are true and correct as therein stated.



SWORN TO AND SUBSCRIBED before me this the ____ day of June, 2023.




Notary Public

Research Notes for River Avenue

- First printed reference in Hattiesburg News (March 1903). "Three valuable lots on River Ave. for sale. For particulars: J.C. Gridley, Poplarville.
- Aug 1907 ad: H.R. Graham, Staple and Fancy Groceries. 1200 River Ave.
- April 1908 ad: For rent, two rooms furnished at corner of Williams St. and River Ave.
- Jan 1909 - new telephone service for A.S. Bailey at 1309 River Ave.
- Feb 1909 – Mr. J.W. Bowden of TX visits his sister, Mrs. J. H. King, on River Ave.
- Jun 1909 – reference for Mrs. L.S. Platt 1113 River Ave.
- Jun 1909 – Westminster Aid of Bay Street Presbyterian to meet at the home of Andrew D. Draughn on River Ave. (907 River Ave. not extant)
- Aug 1909 – bids received for paving of Bouie St. and River Ave.
- Dec 1909 – new telephone service for Mrs. A.C. Lofton of River Ave.
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Name: Brad J. Craft Phone: 601-544-2801

Address of property on East Hardy: 909 + 911

Signature: Brad J. Craft

Name: Jay D. Craft Phone: 601-544-2801

Address of property on East Hardy: 909 + 911

Signature: Jay D. Craft

Name: _____ Phone: _____

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Name: Karen Altm Phone: 601-520-3413

Address of property on East Hardy: 105 Bayberry LP S, Potts MS 39425

Signature: 

Name: Thomas Lewis Phone: 601-788-7628

Address of property on East Hardy: 285 Hintonville Rd, Richton, MS 39476

Signature: Thomas Lewis

Name: Cornelia Bennett Phone: 601-310-2798

Address of property on East Hardy: 100 Linden Court Hburg, MS 39402

Signature: Cornelia Bennett

Name: Beaudelaire Kerr Phone: 601-730-4674

Address of property on East Hardy: 912 Main St. Hburg, MS 396401

Signature: Beaudelaire Kerr

Name: Akeelah Jones Phone: 601 310 2537

Address of property on East Hardy: 912 Main St Hburg MS. 39901

Signature: Akeelah Jones

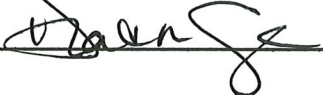
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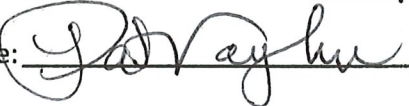
Name: Dianna James Phone: 561-260-1709

Address of property on East Hardy: 1715 Mamie St - Hattiesburg 39401

Signature: 

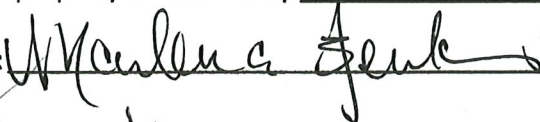
Name: Dat Vaughn Phone: 601-913-0560

Address of property on East Hardy: 141 River Rd Hburg Ms 39401

Signature: 

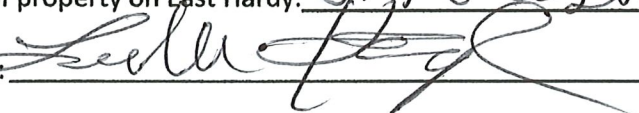
Name: Marlena Jenkins Phone: 601-467-3805

Address of property on East Hardy: 912 N Main Street H'burg, ms 39401

Signature: 

Name: Lucille Hayes Phone: 601 596 7870

Address of property on East Hardy: 319 Gaskey Loop

Signature: 

Name: _____ Phone: _____

Address of property on East Hardy: _____

Signature: _____

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Name: Allena Royal Phone: 601-273-2152
Address of property on East Hardy: 1208 E. Hardy St.
Signature: Allena Royal

Name: Aue Williamson Phone: 601-467-7523
Address of property on East Hardy: 1208 E Hardy St.
Signature: Aue Williamson

Name: ~~Canal Brice~~ Phone: ~~601-434-2540~~
Address of property on East Hardy: ~~1208 E Hardy St~~
Signature: ~~Canal Brice~~

Name: Pearl Tatum Phone: (601) 549-4322
Address of property on East Hardy: 1208 E. Hardy St.
Signature: Pearl Tatum

Name: Charles West Phone: 601 402 0836
Address of property on East Hardy: 1208 E Hardy
Signature: [Signature]

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Name: Kizzie Kelly Phone: 601 913-5245
Address of property on East Hardy: 73 Old Airport Rd Lot 203
Signature: Kizzie Kelly

Name: Dorothy McDonald Phone: 269-223-6127
Address of property on East Hardy: 223 Mary Magdalene Rd H'burg, MS 39401
Signature: Dorothy McDonald

Name: Loyola Perry Phone: 601-818-3298
Address of property on East Hardy: 21 Bayberry Loop Purvis, MS 39155
Signature: Loyola Perry

Name: Larry McAdoo Phone: 601.454.1500
Address of property on East Hardy: 1208 E. Hardy St.
Signature: Larry McAdoo

Name: Donnetta McAdoo Phone: 601-668-5535
Address of property on East Hardy: 1208 E. Hardy Hattiesburg, MS
Signature: Donnetta McAdoo

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Name: Lisc West Phone: _____
Address of property on East Hardy: 1208 E Hardy 515 James St
Signature: [Signature] Petal ms 39465

Name: Mikal West Phone: 601 408 4006
Address of property on East Hardy: 849 Luther Carter Rd Petal
Signature: Mikal West

Name: Ardesia Gator Phone: _____
Address of property on East Hardy: 1413 Arledge
Signature: Ardesia Gator

Name: Brenda Bell Phone: _____
Address of property on East Hardy: 408 N. 14th Ave, H'burg, MS 39401
Signature: Brenda Bell

Name: JoAnn Whesant Phone: _____
Address of property on East Hardy: 269 Ryan Rd Hattiesburg MS 39401
Signature: JoAnn Whesant

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Name: Carol Buie Phone: _____

Address of property on East Hardy: 36 Banner Rd Lot 17

Signature: Carol Buie

Name: Ray Payton Phone: 601-310-9917

Address of property on East Hardy: 315 Buccaneer Dr.

Signature: Ray Payton

Name: Alan Butner Phone: 601-520-4609

Address of property on East Hardy: 912 Sunrise Rd Petal MS 39465

Signature: Alan P Butner

Name: Vicki Butner Phone: 601-270-6074

Address of property on East Hardy: 912 Sunrise Rd. Petal, MS, 39465

Signature: Vicki Butner

Name: Janet McLelland Phone: 601-297-0558

Address of property on East Hardy: 1208 East Hardy

Signature: Janet McLelland

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Name: Jennifer L. Murray Phone: 601 818-3298

Address of property on East Hardy: 21 Bayberry Loop

Signature: Jennifer L. Murray

Name: Alan West Phone: 601 402 0836

Address of property on East Hardy: 515 James St Petal, MS

Signature: Alan West

Name: Bridgett Stewart Phone: 601 408 3011

Address of property on East Hardy: _____

Signature: Bridgett Stewart

Name: Pennie Allen Phone: 601 543-8661

Address of property on East Hardy: 34 South Hills Drive

Signature: Pennie Allen

Name: Ethel Payne Phone: 601-297-0329

Address of property on East Hardy: 1315 Buchanan Dr.

Signature: Ethel Payne

PETITION TO RENAME EAST HARDY STREET TO RIVER AVENUE

A petition to rename East Hardy Street to River Avenue is being filed by Erik M. Lowrey, and others, to be presented to the Hattiesburg Planning Commission and City Council for their consideration. River Avenue was the original name of East Hardy and the effect of the proposed change is to restore the property and historical name back to the road which most residents of the area (Hattiesburg and Petal) still refer to as River Ave.

By signing below, I hereby agree to the changing of the name of East Hardy Street to River Avenue. The renaming of the street will affect addressing of all properties currently addressed to East Hardy Street in Hattiesburg Mississippi and if my property will be affected, I approve of the changes.

Name: Rachel Payton Phone: 601-543-8434

Address of property on East Hardy: 315 Buccaneer Drive Hattiesburg, MS 39402

Signature: 

Name: Andrew Payton Phone: 601-264-0468

Address of property on East Hardy: 315 Buccaneer Dr Hattiesburg

Signature: 

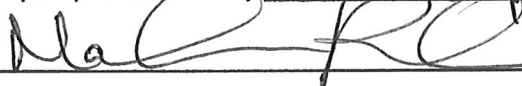
Name: John Williams Phone: 601-587-6245

Address of property on East Hardy: _____

Signature: _____

Name: Malinda Printis Phone: 601-550-5866

Address of property on East Hardy: 700 Beverly Hills Rd, Hattiesburg Ms 39401

Signature: 

Name: Robert Allen Phone: 228-297-1117

Address of property on East Hardy: 105 Baybury Lp S, Purvis Ms 39475

Signature: 

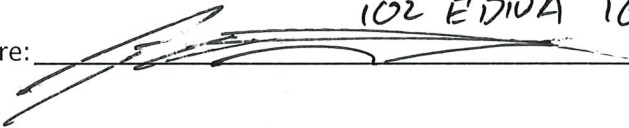
PETITION TO RENAME EAST HARDY STREET TO RIVER AVENUE

A petition to rename East Hardy Street to River Avenue is being filed by Erik M. Lowrey, and others, to be presented to the Hattiesburg Planning Commission and City Council for their consideration. River Avenue was the original name of East Hardy and the effect of the proposed change is to restore the property and historical name back to the road which most residents of the area (Hattiesburg and Petal) still refer to as River Ave.

By signing below, I hereby agree to the changing of the name of East Hardy Street to River Avenue. The renaming of the street will affect addressing of all properties currently addressed to East Hardy Street in Hattiesburg Mississippi and if my property will be affected, I approve of the changes.

Name: Joseph COHEN Phone: 858-356-8838

Address of property on East Hardy: 1008, 1012 1014 E HARDY
102 EDINA 106 EDINA

Signature: 

Name: _____ Phone: _____

Address of property on East Hardy: _____

Signature: _____

Name: _____ Phone: _____

Address of property on East Hardy: _____

Signature: _____

Name: _____ Phone: _____

Address of property on East Hardy: _____

Signature: _____

Name: _____ Phone: _____

Address of property on East Hardy: _____

Signature: _____

Placename	AddrType	FullAddr
AUTO REPAIR	BS	909 E HARDY ST
BILL'S MOTORS	BS	1001 E HARDY ST
BILLY'S AUTO & TIRE	BS	1707 E HARDY ST
BILLY'S TIRE SERVICE	BS	E HARDY ST
CADILLAC CORNER	BS	1600 E HARDY ST
CRAFT AUTO SALES	BS	911 E HARDY ST
DIFATTA'S PRODUCE DISTRIBUTION	BS	1301 E HARDY ST
EAST HARDY TIRES	BS	1718 E HARDY ST
ESPERANZA'S BAR	BS	1109 E HARDY ST
GUYS & DOLLS	BS	1315 E HARDY ST
HFD STATION #5	PB	922 E HARDY ST
HOME TOWN ROAD SERVICE	BS	1102 E HARDY ST
KIM'S TAX SERVICE	BS	1520 E HARDY ST
LIQUOR STORE	BS	918 E HARDY ST
NEWSON AGENCY	BS	1405 E HARDY ST
NITA'S TIRES	BS	1113 E HARDY ST
QUIK SAVE	BS	916 E HARDY ST
R& M MOTORS / A PRO TOWING	BS	1701 E HARDY ST
SELENA STORE	BS	1505 E HARDY ST
SOUTHERN SEAFOOD	BS	1005 E HARDY ST
STOP N SAVE	BS	1520 E HARDY ST
VACANT	RES	901 E HARDY ST
VACANT	BS	1720 E HARDY ST
VACANT	BS	1708 E HARDY ST
VACANT	BS	1407 E HARDY ST
VACANT	BS	1213 E HARDY ST
VACANT	BS	1710 E HARDY ST
VACANT	BS	1503 E HARDY ST
WATER PUMP HOUSE		1400 E HARDY ST
	RES	1014 E HARDY ST
	BS	1012 E HARDY ST
	RES	1108 E HARDY ST
	RES	1103 E HARDY ST
	BS	1012 E HARDY ST
	RES	1313 E HARDY ST

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
August 2nd, 2023**

Board Members Roll Call:

Members Present:

1. Amy Hinton, Vice Chair
2. Mark Miller, Chair
3. Rebekah Ray
4. Michael Dickerson
5. Rhoda Pickett
6. Elayne Lockett
7. Dick Conville
8. Charles Dawe (Online)

Members Absent:

1. Jeff Keyseear
2. Luke McNair
3. Charles Dawe
4. Carlos Wilson

Staff Present:

1. Nathan Satcher, Planner II
2. Jim Gladden, Esq.
3. Kevin Bates, Building Official
4. Cory Long, Planning Manager
5. Wiley Quinn, Director of Urban Development
6. Andrea Garcia, Planner I
7. Bri Hogge, Planning Office Manager.

Chair Miller declared the Hattiesburg Planning Commission meeting open and in session at 1:00 p.m.

AGENDA REVIEW

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

Motion:

Made by Commissioner Ray

Second:

Made by Vice Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Michael Dickerson (Online)	X		
Dick Conville	X		
Charles Dawe (Online)	X		

MINUTES REVIEW

For July 5th, 2023 minutes, Commissioner Ray made a motion to approve and Commissioner Lockett seconded this motion.

Motion:

Commissioner Ray

Second:

Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Michael Dickerson (Online)	X		
Dick Conville	X		
Charles Dawe (Online)	X		

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for July 1st, 2023.

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Senior Planner, and Cory Long, Planning Manager. Mr. Long stated that a Planning Report for 2023 has been under development. 143 Pre-Application and 69 Site Plans have been reviewed so far this year, and

there is an increase in items presented to Planning Commission in comparison with 2022. The number of items has decreased for Board of Adjustment. Mr. Long also made an announcement regarding Land Development Code updates as well as a special call meeting for BDBO project.

CHAIR'S REPORT

Chair Miller apologized for being absent in previous meeting and thanked Vice Chair Hinton for her hard work.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Erik M. Lowrey, petitioner, requests the renaming of “East Hardy Street” to “River Ave”, where East Hardy Street begins at the Leaf River and ending at the intersection of River Ave. The proposed renaming would connect to the existing River Ave that ends at the intersection of Newman Street. (Forrest, County, Ward 2).

Comments:

The planning staff introduced the case. Chair Miller opened the public hearing portion of the meeting. Mr. Erik Lowrey came to speak on behalf of the case. He provided some anecdotal stories from his past on his time spent on East Hardy when it was originally named River Ave. He provided a brief overview of the history of River Ave and why he believed the name had been changed to East Hardy. He noted that the original naming is still being used by many locals who experienced the road when it was known as River Ave. Mr. Lowrey also noted that there are issues with online mapping services, that often direct people to addresses on Hardy Street instead of to East Hardy Street, where renaming would resolve that issue.

Ms. Jannette Furry, past of Victory Church on East Hardy St, came to speak in favor of the proposal. She also shared that she still refers to it as River Ave and felt it was a better name for the street. She also expressed concern about the difficulty encountered with the delivery of packages, as they sometimes are delivered to properties on Hardy Street. Moreover, she stated that both she and the members of the church are in support of renaming the street.

Ms. Ursula Jones came to speak in favor as well. She too remembered when the street was known as River Ave and did not agree with the reason to change the name to East Hardy Street. She noted that with her involvement with the Hattiesburg Historical Society, people have trouble finding addresses from historic records on East Hardy Street because of the name change.

Chair Miller closed the public portion of the meeting. Commissioner Ray made the motion to approve the request for renaming “East Hardy Street” to “River Ave”, Commissioner Lockett seconded this motion.

Presented by:

Erik M. Lowrey

Proponents:

1. Jannette Furry
2. Ursula Jones

Opponents:

1. None

Motion:

Made by Commissioner Ray

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Michael Dickerson (Online)	X		
Dick Conville	X		
Charles Dawe (Online)	X		

Item B:

Bennett V. York, owner, and Ronald T. Blackwell, engineer, request approval for a preliminary plat for a major subdivision located along Cross Creek Parkway in Lamar County, Ward 3 (PPIN 7622, 38013; Parcel No.: 051M-11-011.000, 051M-11-011.011).

Comments:

The planning staff introduced the case. Chair Miller then opened the public hearing portion of the meeting, and asked for a history of the development and to explain how the proposed subdivision fits into the overall plan for the area from the petitioners. Price McWilliams from ClearPoint Engineers, presented the case on behalf of York Development (owner) and Ronnie Blackwell (Engineer from ClearPoint Engineers). He read a prepared statement, noting that some of the parcels in the development were not correctly subdivided through the City's subdivision process. He noted that the proposed plat would reflect the parcels that were not properly subdivided and sold in a manner that would not cloud the title of those parcels. He also noted that the proposed subdivision would then convey over the existing street "Market Place Dr." formally to the City of Hattiesburg, which is currently under private

ownership.

Chair Miller then asked again the petitioner if they could address the future of this site and how it will integrate into the existing development. Price responded that he was unable to, as he was only presenting on behalf of the petitioners since they were unable to join for the meeting. Chair Miller then closed the public hearing and noted the lack of information provided by the petitioner for the future of the area. Commissioner Conville then noted that he felt this was more or less housekeeping and this would help make the subdivision legal. Chair Miller noted he felt a little blind in making a decision without an idea of what the future plans were. Vice Chair asked if platting the subdivision would convey the street to the City with this subdivision, and staff answered in the affirmative.

Commissioner Conville noted that he did not see zoning being changed and should have an idea of what the final development would be based on the existing zoning. Chair Miller responded on the importance of clearly presenting a request. Commissioner Pickett then made a motion to table, seconded by Lockett. All present voted in favor of tabling the request.

Presented by:

Price McWilliams

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Pickett

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Michael Dickerson (Online)	X		
Dick Conville	X		
Charles Dawe (Online)	X		

Item C:

Ken Thronson, applicant, and John Guice, applicant, request a rezoning of the property located at 408 Broadway Drive from a B-5, Regional Business to a B-3, Community Business. The applicants also request a conditional use for a “Group Care Facility/Home” in a B-3, contingent upon the approval of the rezone request for the same property (PPIN 21766, Parcel No.: 2-038D-16-026.00, Forrest County, Ward 4).

Comments:

The planning staff introduced the case. Chair Miller noted that the commission is cautious of what may be considered “spot zoning” and that the petitioner should keep that in mind. He also noted that they are not arguing the value of the particular use and the first decision is solely on the zoning change. Ken Thronson presented the case. He noted that Pine Grove was previously there and feels their use is similar to how they operated, in they would operate as a men’s addiction rehabilitation program. He noted they filed the request as a “group care facility” by staff’s recommendation in the Pre-Application meeting. He provided details on how their organization functions, noting they are faith-based. Men would come in and work and go through a series of programs, including bible studies and life-skill programs. He noted they would also partner with PRCC in providing marketable skills that they could use to make a living with. Mr. Thronson shared that they are not a homeless shelter, but rather about making productive citizens through their programs. He provided statistics on drug use but did not provide his sources. He stated that once men are in, it is not a come-and-go program and that they must stay for 6 months before they can leave.

Commissioner Ray asked about the intention of the buildings, referencing the historic importance of the structure and memo provided by Russell Archer, Historic Planner for the City of Hattiesburg. Thronson noted they planned on renovating the interiors of the buildings only. Commissioner Conville asked on how he received the men for the programs. Thronson noted they come through court and alcohol and drug programs.

John Guice, attorney and representative of Mr. Thronson, noted that the property is currently zoned for a rehabilitation center and that is what they felt they should have been classified as. He noted the other classifications in the code of “Group Care Home” and “Group Care Facility” and did not feel this met the criteria for a “Group Care Home.” He viewed the use more as a “group care facility”, if it was not going to be classified as a rehabilitation center. He noted that he felt that this would be a good use of the historical property. Chip Glenn, realtor for Mr. Thronson, spoke in favor of the requests. He noted that one of the structures on site had burned while the property sat vacant. He also shared this would lead to the restoration of the historic site.

Tommy Teepell, owner of Grin Coffee at 415 Broadway Drive, spoke in opposition to the request. He noted his history on Broadway as a business owner and when he originally opened on Broadway in 2018, and how it had become a corridor for vagabonds and drug users. He noted he recently opened a new shop on Broadway and it has become a destination coffee shop and hoped that the entire corridor would become a destination corridor. He noted he was not opposed

to Mr. Thronson's Ministry, but opposed to what he felt was a half-way house coming in on Broadway. He shared that in order for the corridor to improve, more businesses that bring in traffic need to open. He shared that the proposed property at 408 Broadway Drive is a beautiful property and should not be walled off to the public.

Wyche McMullan, property owner on Broadway Drive, spoke in opposition to the request. He noted inconsistencies with the intended use of the property from discussions with Mr. Thronson, and raised concerns towards that. He noted that he believed the City had planned to invest in this corridor, and did not feel that this would be the best direction for the property with the proposed plans for Broadway Drive. Todd Jackson, of the Area Development Partnership, spoke in opposition to the request. He noted his concerns with the collective vision for Broadway Drive and his role in economic development, did not feel that bringing this use to Broadway Drive is a step in the right direction for this corridor. Andrea Saffle, the representative of the Hattiesburg Historic Downtown Association, spoke in opposition to the request. She reiterated the points that Tommy and Todd previously made. She felt that a true plan for the Broadway Corridor should be considered.

Mr. Thronson provided a rebuttal and noted that if there were any questions on how they operated, they should visit their website. He also firmly stated that he believed he was operating in the same way as Pine Grove and is not a halfway house or group home. He reiterated that this was not a come-and-go operation and men would stay there for 6-8 months before returning to their communities. Chair Miller then closed the public hearing portion of the meeting.

Commissioners then asked for clarification on the definitions of the various uses mentioned throughout the meeting. Staff provided definitions from the Land Development Code and why they were classified as a "Group Care Facility". Commissioner Hinton asked for further clarification on different uses and why staff had not considered other classifying them for other uses that were permitted with conditions. Mr. Long shared that during the Pre-Application consultation, staff advised the applicant that the city had classified them as a "group care facility" and the applicant did not appeal that decision, and continued on with the application process for the conditional use where they were classified as a "group care facility."

Commissioner Hinton asked if staff would consider revisiting the classification of the proposed business, as a zoning change is a much bigger concern than placing conditions on a specific use. Commissioner Conville noted that the city should avoid piecemeal development along Broadway Drive and it should be addressed through a larger comprehensive plan, not a singular zoning change. Commissioner Ray questioned whether the applicant had considered other locations, as there are quite a lot of vacant B-3 zoned properties. Commissioner Hinton noted that she felt the zoning change did feel as though they were "spot zoning" and made a motion to deny the petition to rezone the property. Commissioner Pickett then seconded the motion.

Commissioner Dickerson then asked for further clarification on the use and if medical professionals were administering medication would that change their use? Staff responded that an additional Pre-Application would be needed before they could do that. A roll call vote was

then conducted.

Presented by:

Mr. Ken Thronson and Mr. John Guice.

Proponents:

1. Chip Grenn

Opponents:

1. Tommy Teepell
2. Wyche McMullan
3. Todd Jackson
4. Andrea Saffle

Motion:

Made by Vice Chair Hinton

Second:

Made by Commissioner Pickett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Michael Dickerson (Online)	X		
Dick Conville	X		
Charles Dawe (Online)			Recused from discussison

The request for conditional use for a “Group Care Facility” in a B-3 was not voted on, as it was contingent upon approval of the rezoning request for the property and therefore could not be heard.

OTHER BUSINESS

No items were presented as other business.

Adjournment:

The meeting was adjourned at 2:12 p.m.

Motion:

Made by Commissioner Pickett

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Jeff Keysear (Online)	X		
Dick Conville	X		
Charles Dawe			Not present for vote

Mark M. Miller, Chair

Cory Long, AICP, Planning Division Manager

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 RE-NAMING "EAST HARDY STREET" TO "RIVER AVE",
WHERE EAST HARDY STREET BEGINS AT THE LEAF RIVER AND ENDS AT THE
INTERSECTION OF THE EXISTING PORTION OF RIVER AVE (FORREST,
COUNTY, WARD 2).**

IN THE CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, East Hardy Street, presently beginning at the intersection of the Leaf River and South Main Street of Petal, where the corporate limits of the City of Hattiesburg begin and running easterly to its intersection with the existing portion of River Ave, as now located, is a public street located in the City of Hattiesburg, Mississippi (Forrest County, Ward 2.)

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

WHEREAS, the Mayor and City Council do now find, determine and adjudge that it would be in the best interest of the City of Hattiesburg, that said East Hardy Street be re-named River Ave.

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

SECTION 1. That EAST HARDY STREET, presently beginning at the intersection of the Leaf River and South Main Street of Petal, where the corporate limits of the City of Hattiesburg begin and running easterly to its intersection with the existing portion of River Ave, as now located, is a public street located in the City of Hattiesburg, Mississippi, being more particularly described as follows:

From the West intersection with William Street and River Avenue to the East intersection with the West Bank of the Leaf River; located in the NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of Section 10, T-4-N, R-13-W Forrest County, MS and also located in the NW 1/4 of the SW 1/4, NE 1/4 of the SW 1/4, NW 1/4 of the SE 1/4, SW 1/4 of the NW 1/4, SE 1/4 of the NW 1/4, and the SW 1/4 of the NE 1/4 of Section 11, T-4-N, R-13-W, Forrest County, MS.
Exhibit A included at the end of this ordinance includes a map of the specific location of East Hardy Street

as now located and the same is hereby re-named back to its original naming as **RIVER AVE.**

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

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

The foregoing Ordinance having been reduced to writing, the same was introduced by Councilmember, _____ seconded by Councilmember, _____ 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 foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2023.

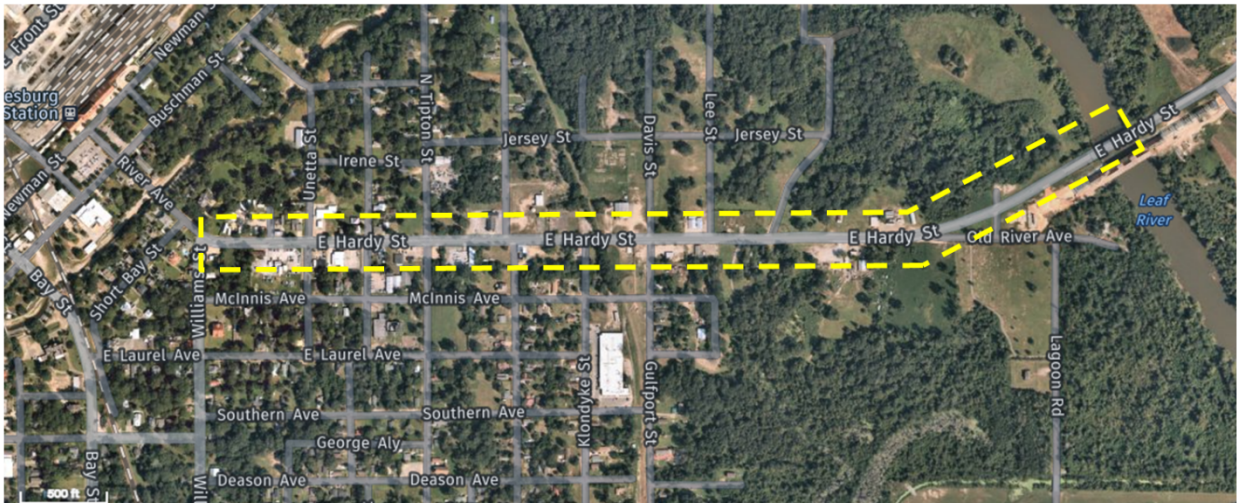
ATTEST:

APPROVED:

CITY CLERK

MAYOR

Exhibit A: Location of East Hardy Street to be renamed to River Avenue:





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cory Long, Planning Administrator, Nathan Satcher, Planner II
cc: Ann Jones
Date: Tuesday, August 22, 2023
Re: Adopt an Ordinance on the petition filed by Ken Thronson, applicant, and John Guice, applicant, to rezone property located at 408 Broadway Drive from a B-5, Regional Business to a B-3, Community Business. Planning Commission recommended to deny on August 2, 2023.
File Number: 2023-558
Minute Book #

Summary

Ken Thronson, applicant, and John Guice, applicant, request a rezoning of the property located at 408 Broadway Drive from a B-5, Regional Business to a B-3, Community Business. The applicants also request a conditional use for a "Group Care Facility/Home" in a B-3, contingent upon the approval of the rezone request for the same property (PPIN 21766, Parcel No.: 2-038D-16-026.00, Forrest County, Ward 4).

Recommendation Statement

Please place this on the August 22, 2023 City Council meeting for consideration.



**Planning Commission
Case Fact Sheet**

Names of Petitioner: Ken Thronson and John Guice, petitioners

Address of Property: 408 Broadway Dr **Tax Parcels/Ward:** 2-038D-16-026.00 **PPIN:** 21766 **Ward:** 4

Request: **Zoning Change of one parcel from B-5 to B-3 and Conditional Use request.**

Purpose of Request: To request a rezoning of the property located at 408 Broadway Drive from a B-5, Regional Business to a B-3, Community Business. The applicants also request a conditional use for a "Group Care Facility/Home" in a B-3, contingent upon the approval of the rezone request for the same property (PPIN 21766, Parcel No.: 2-038D-16-026.00, Forrest County, Ward 4).

Applicant Summary: * See Attached *

Applicable Regulations:

SECTION 4 Zoning Districts Established

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

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															
Group facility		◆	◆	×	×	×	×	◆	◆	◆	×	×	×	×	×	5.4.24

5.4.25 Group Care Home; Group Care Center

5.4.25.1 A group home shall be located in a structure originally constructed as and designed for a single-family dwelling which shall be the principal structure on the lot. The structure shall not be altered nor the site used in any manner which diminishes its value as a single-family dwelling or which changes its exterior residential character.

5.4.25.2 Group care centers serving individuals who are deemed to be a danger to themselves or others must be identified by the applicant during Site Plan Review. Care centers may not serve more than 20 residents; however, in order to protect the health and safety of the community, the Planning Commission has the right to further restrict the location of facilities and the number of residents, and to require increased buffering, screening, and fencing.

Present Zoning: The parcel is currently zoned B-5

Present Use: Vacant property

Future Land Use: Community Business Corridor

Surrounding Zoning and Land Use:
North: B-5 Regional Business District / B-3 Community Business
South: B-5 Regional Business District
East: B-5 Regional Business District
West: B-5 Regional 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 July 24th, 2023

History / Background: The petitioner met with staff in Pre-Application to discuss the use of the existing structures/facility at 408 Broadway Drive as a group care facility. The petitioner currently operates the Lighthouse Rescue

Mission located at 204 Eupora Street in Hattiesburg, and the group care facility would operate similarly to the Lighthouse Rescue Mission, but for men only. The petitioner proposed no changes to the layout of the property or any additions that would trigger a site plan review. There is also no intent by the petitioner to remove any of the existing fencing that surrounds the property as a way to maintain privacy for the occupants.

Group Care Facilities are not permitted in a B-5 Zoning district, where the highest commercial classification they can be conditionally approved in is a B-3, Community Business District. Group care facilities and homes require conditional use approvals and are not permitted by right in any zone.

Downzoning of the property to a B-3 aligns better with the future land use map for the entire Broadway Corridor, which calls it to develop as a "Community Business Corridor." Multiple properties that front Broadway Drive now are also zoned B-3, but a large portion of the corridor is zoned B-5. Commissioners can add conditions for use as needed for the proposed use. The Commission can further restrict the number of residents if deemed necessary. All aspects of how a business operates should be taken into consideration for conditional use requests in regards to the location and surrounding neighborhood.

Option:

Basis for approval (Zoning Change):

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

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

- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city engineer that the available capacity of existing streets can safely provide access to the site.
- ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:
 - Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls,

August 2023 HPC Item: C
Ken Thronson and John Guice
Request for: **Zoning Change and Conditional Use**

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:

408 Broadway Dr—Lighthouse Men's Rehabilitation Program

Kenneth Thronson and John Guice, Applicants.

The petitioners request rezoning of the property located at 408 Broadway Drive from a B-5, Regional Business to a B-3, Community Business. The applicants also request a conditional use for a "Group Care Facility/Home" in a B-3, contingent upon the approval of the rezone request for the same property (PPIN 21766, Parcel No.: 2-038D-16-026.00, Forrest County, Ward 4).





Site Aerial



Surrounding Area

**Northern Direction: B-5
Regional Business and
B-3 Community
Business**



Southern Direction: B-5 Regional Business



Surrounding Area

East and Western Directions: B-5 Regional Business



**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION**

August 2nd, 2023

Board Members Roll Call:

Members Present:

1. Amy Hinton, Vice Chair
2. Mark Miller, Chair
3. Rebekah Ray
4. Michael Dickerson
5. Rhoda Pickett
6. Elayne Lockett
7. Dick Conville
8. Charles Dawe (Online)

Members Absent:

1. Jeff Keyseear
2. Luke McNair
3. Charles Dawe
4. Carlos Wilson

Staff Present:

1. Nathan Satcher, Planner II
2. Jim Gladden, Esq.
3. Kevin Bates, Building Official
4. Cory Long, Planning Manager
5. Wiley Quinn, Director of Urban Development
6. Andrea Garcia, Planner I
7. Bri Hogge, Planning Office Manager.

Chair Miller declared the Hattiesburg Planning Commission meeting open and in session at 1:00 p.m.

AGENDA REVIEW

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

Motion:

Made by Commissioner Ray

Second:

Made by Vice Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Michael Dickerson (Online)	X		
Dick Conville	X		
Charles Dawe (Online)	X		

MINUTES REVIEW

For July 5th, 2023 minutes, Commissioner Ray made a motion to approve and Commissioner Lockett seconded this motion.

Motion:

Commissioner Ray

Second:

Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Michael Dickerson (Online)	X		
Dick Conville	X		
Charles Dawe (Online)	X		

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for July 1st, 2023.

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Senior Planner, and Cory Long, Planning Manager. Mr. Long stated that a Planning Report for 2023 has been under development. 143 Pre-Application and 69 Site Plans have been reviewed so far this year, and

there is an increase in items presented to Planning Commission in comparison with 2022. The number of items has decreased for Board of Adjustment. Mr. Long also made an announcement regarding Land Development Code updates as well as a special call meeting for BDBO project.

CHAIR'S REPORT

Chair Miller apologized for being absent in previous meeting and thanked Vice Chair Hinton for her hard work.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Erik M. Lowrey, petitioner, requests the renaming of “East Hardy Street” to “River Ave”, where East Hardy Street begins at the Leaf River and ending at the intersection of River Ave. The proposed renaming would connect to the existing River Ave that ends at the intersection of Newman Street. (Forrest, County, Ward 2).

Comments:

The planning staff introduced the case. Chair Miller opened the public hearing portion of the meeting. Mr. Erik Lowrey came to speak on behalf of the case. He provided some anecdotal stories from his past on his time spent on East Hardy when it was originally named River Ave. He provided a brief overview of the history of River Ave and why he believed the name had been changed to East Hardy. He noted that the original naming is still being used by many locals who experienced the road when it was known as River Ave. Mr. Lowrey also noted that there are issues with online mapping services, that often direct people to addresses on Hardy Street instead of to East Hardy Street, where renaming would resolve that issue.

Ms. Jannette Furry, past of Victory Church on East Hardy St, came to speak in favor of the proposal. She also shared that she still refers to it as River Ave and felt it was a better name for the street. She also expressed concern about the difficulty encountered with the delivery of packages, as they sometimes are delivered to properties on Hardy Street. Moreover, she stated that both she and the members of the church are in support of renaming the street.

Ms. Ursula Jones came to speak in favor as well. She too remembered when the street was known as River Ave and did not agree with the reason to change the name to East Hardy Street. She noted that with her involvement with the Hattiesburg Historical Society, people have trouble finding addresses from historic records on East Hardy Street because of the name change.

Chair Miller closed the public portion of the meeting. Commissioner Ray made the motion to approve the request for renaming “East Hardy Street” to “River Ave”, Commissioner Lockett seconded this motion.

Presented by:

Erik M. Lowrey

Proponents:

1. Jannette Furry
2. Ursula Jones

Opponents:

1. None

Motion:

Made by Commissioner Ray

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Michael Dickerson (Online)	X		
Dick Conville	X		
Charles Dawe (Online)	X		

Item B:

Bennett V. York, owner, and Ronald T. Blackwell, engineer, request approval for a preliminary plat for a major subdivision located along Cross Creek Parkway in Lamar County, Ward 3 (PPIN 7622, 38013; Parcel No.: 051M-11-011.000, 051M-11-011.011).

Comments:

The planning staff introduced the case. Chair Miller then opened the public hearing portion of the meeting, and asked for a history of the development and to explain how the proposed subdivision fits into the overall plan for the area from the petitioners. Price McWilliams from ClearPoint Engineers, presented the case on behalf of York Development (owner) and Ronnie Blackwell (Engineer from ClearPoint Engineers). He read a prepared statement, noting that some of the parcels in the development were not correctly subdivided through the City's subdivision process. He noted that the proposed plat would reflect the parcels that were not properly subdivided and sold in a manner that would not cloud the title of those parcels. He also noted that the proposed subdivision would then convey over the existing street "Market Place Dr." formally to the City of Hattiesburg, which is currently under private

ownership.

Chair Miller then asked again the petitioner if they could address the future of this site and how it will integrate into the existing development. Price responded that he was unable to, as he was only presenting on behalf of the petitioners since they were unable to join for the meeting. Chair Miller then closed the public hearing and noted the lack of information provided by the petitioner for the future of the area. Commissioner Conville then noted that he felt this was more or less housekeeping and this would help make the subdivision legal. Chair Miller noted he felt a little blind in making a decision without an idea of what the future plans were. Vice Chair asked if platting the subdivision would convey the street to the City with this subdivision, and staff answered in the affirmative.

Commissioner Conville noted that he did not see zoning being changed and should have an idea of what the final development would be based on the existing zoning. Chair Miller responded on the importance of clearly presenting a request. Commissioner Pickett then made a motion to table, seconded by Lockett. All present voted in favor of tabling the request.

Presented by:

Price McWilliams

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Pickett

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Michael Dickerson (Online)	X		
Dick Conville	X		
Charles Dawe (Online)	X		

Item C:

Ken Thronson, applicant, and John Guice, applicant, request a rezoning of the property located at 408 Broadway Drive from a B-5, Regional Business to a B-3, Community Business. The applicants also request a conditional use for a “Group Care Facility/Home” in a B-3, contingent upon the approval of the rezone request for the same property (PPIN 21766, Parcel No.: 2-038D-16-026.00, Forrest County, Ward 4).

Comments:

The planning staff introduced the case. Chair Miller noted that the commission is cautious of what may be considered “spot zoning” and that the petitioner should keep that in mind. He also noted that they are not arguing the value of the particular use and the first decision is solely on the zoning change. Ken Thronson presented the case. He noted that Pine Grove was previously there and feels their use is similar to how they operated, in they would operate as a men’s addiction rehabilitation program. He noted they filed the request as a “group care facility” by staff’s recommendation in the Pre-Application meeting. He provided details on how their organization functions, noting they are faith-based. Men would come in and work and go through a series of programs, including bible studies and life-skill programs. He noted they would also partner with PRCC in providing marketable skills that they could use to make a living with. Mr. Thronson shared that they are not a homeless shelter, but rather about making productive citizens through their programs. He provided statistics on drug use but did not provide his sources. He stated that once men are in, it is not a come-and-go program and that they must stay for 6 months before they can leave.

Commissioner Ray asked about the intention of the buildings, referencing the historic importance of the structure and memo provided by Russell Archer, Historic Planner for the City of Hattiesburg. Thronson noted they planned on renovating the interiors of the buildings only. Commissioner Conville asked on how he received the men for the programs. Thronson noted they come through court and alcohol and drug programs.

John Guice, attorney and representative of Mr. Thronson, noted that the property is currently zoned for a rehabilitation center and that is what they felt they should have been classified as. He noted the other classifications in the code of “Group Care Home” and “Group Care Facility” and did not feel this met the criteria for a “Group Care Home.” He viewed the use more as a “group care facility”, if it was not going to be classified as a rehabilitation center. He noted that he felt that this would be a good use of the historical property. Chip Glenn, realtor for Mr. Thronson, spoke in favor of the requests. He noted that one of the structures on site had burned while the property sat vacant. He also shared this would lead to the restoration of the historic site.

Tommy Teepell, owner of Grin Coffee at 415 Broadway Drive, spoke in opposition to the request. He noted his history on Broadway as a business owner and when he originally opened on Broadway in 2018, and how it had become a corridor for vagabonds and drug users. He noted he recently opened a new shop on Broadway and it has become a destination coffee shop and hoped that the entire corridor would become a destination corridor. He noted he was not opposed

to Mr. Thronson's Ministry, but opposed to what he felt was a half-way house coming in on Broadway. He shared that in order for the corridor to improve, more businesses that bring in traffic need to open. He shared that the proposed property at 408 Broadway Drive is a beautiful property and should not be walled off to the public.

Wyche McMullan, property owner on Broadway Drive, spoke in opposition to the request. He noted inconsistencies with the intended use of the property from discussions with Mr. Thronson, and raised concerns towards that. He noted that he believed the City had planned to invest in this corridor, and did not feel that this would be the best direction for the property with the proposed plans for Broadway Drive. Todd Jackson, of the Area Development Partnership, spoke in opposition to the request. He noted his concerns with the collective vision for Broadway Drive and his role in economic development, did not feel that bringing this use to Broadway Drive is a step in the right direction for this corridor. Andrea Saffle, the representative of the Hattiesburg Historic Downtown Association, spoke in opposition to the request. She reiterated the points that Tommy and Todd previously made. She felt that a true plan for the Broadway Corridor should be considered.

Mr. Thronson provided a rebuttal and noted that if there were any questions on how they operated, they should visit their website. He also firmly stated that he believed he was operating in the same way as Pine Grove and is not a halfway house or group home. He reiterated that this was not a come-and-go operation and men would stay there for 6-8 months before returning to their communities. Chair Miller then closed the public hearing portion of the meeting.

Commissioners then asked for clarification on the definitions of the various uses mentioned throughout the meeting. Staff provided definitions from the Land Development Code and why they were classified as a "Group Care Facility". Commissioner Hinton asked for further clarification on different uses and why staff had not considered other classifying them for other uses that were permitted with conditions. Mr. Long shared that during the Pre-Application consultation, staff advised the applicant that the city had classified them as a "group care facility" and the applicant did not appeal that decision, and continued on with the application process for the conditional use where they were classified as a "group care facility."

Commissioner Hinton asked if staff would consider revisiting the classification of the proposed business, as a zoning change is a much bigger concern than placing conditions on a specific use. Commissioner Conville noted that the city should avoid piecemeal development along Broadway Drive and it should be addressed through a larger comprehensive plan, not a singular zoning change. Commissioner Ray questioned whether the applicant had considered other locations, as there are quite a lot of vacant B-3 zoned properties. Commissioner Hinton noted that she felt the zoning change did feel as though they were "spot zoning" and made a motion to deny the petition to rezone the property. Commissioner Pickett then seconded the motion.

Commissioner Dickerson then asked for further clarification on the use and if medical professionals were administering medication would that change their use? Staff responded that an additional Pre-Application would be needed before they could do that. A roll call vote was

then conducted.

Presented by:

Mr. Ken Thronson and Mr. John Guice.

Proponents:

1. Chip Grenn

Opponents:

1. Tommy Teepell
2. Wyche McMullan
3. Todd Jackson
4. Andrea Saffle

Motion:

Made by Vice Chair Hinton

Second:

Made by Commissioner Pickett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Michael Dickerson (Online)	X		
Dick Conville	X		
Charles Dawe (Online)			Recused from discussison

The request for conditional use for a “Group Care Facility” in a B-3 was not voted on, as it was contingent upon approval of the rezoning request for the property and therefore could not be heard.

OTHER BUSINESS

No items were presented as other business.

Adjournment:

The meeting was adjourned at 2:12 p.m.

Motion:

Made by Commissioner Pickett

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Jeff Keysear (Online)	X		
Dick Conville	X		
Charles Dawe			Not present for vote

Mark M. Miller, Chair

Cory Long, AICP, Planning Division Manager

PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
 Department of Urban Development
 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:**Application for (check all appropriate types):**

- ☐ Variance (details below)
 ☒ Conditional Use (details below)
 ☒ Re-Zoning (details below)
☐ Subdividing of Lot, Parcel or Tract
☐ Overlay District
☐ Street or Alley Renaming
☐ Vacating Street or Alley
☐ Planned Mixed-Use District
☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign
☐ Setback (front, side or rear _____)
☐ Off-site Parking
☐ Lot Width
☐ Lot Coverage Area
☐ Buffer
☐ Open Space
☐ Other _____

Land Development Code Section No. _____

Section No. _____

Section No. _____

Staff
Information –
do not complete

FOR CONDITIONAL USE PERMIT ONLY:

Check Applicable Type:

- ☐ Automotive filling station
☒ Group facility or home
☐ Care Center (type _____)
☐ Digital Billboard, New
☐ Digital Billboard, Replacement
☐ Solar Farm
☐ Restaurant
☐ Telecommunications
☒ Other _____ Rehabilitation Center

Land Development Code Section No. _____

Staff Information

FOR RE-ZONING ONLY:

Existing Zoning:

B-5

Proposed Zoning:

B-3

Public Hearing Contact Information Form

City of Hattiesburg - Planning Division

Note: A Pre-Application submittal must contain a completed application form and a concept plan drawn to scale.

Pre-Application Date: [Click here to enter a date.](#) **Planner:**

Today's Date: [Click here to enter a date.](#)

Project Name: Cottage at Lighthouse Rescue

Proposed Use(s): Men's Recovery Program for Drug and Alcohol

Project Street Address: 408 Broadway Drive, Hattiesburg, Mississippi 39401

PPIN Number(s) (If unknown, can be found on tax receipt): 021766

Parcel Number(s):

Flood Zone(s):

Historic District(s):

Zoning District(s): **Proposed Cost of the Project:** \$N/A

Project Representative Information

Name: Ken Thronson/Lighthouse Rescue

☒ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone: 601-582-5900

Fax:

Email: thelighthouse@gmail.com

Mailing Address: 204 Eupora Street

Hattiesburg, Mississippi 39401

Name: John Guice

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone: 601-264-3309

Fax:

Email: jguice@jacksonfirm.com

Mailing Address: P.O. Box 15517

Hattiesburg, Mississippi 39404

Name:

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone:

Fax:

Email:

Mailing Address:

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at

408 Broadway Hattiesburg MS 39401
Street Address City State

on this the 26th day of June, 2023.

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.

Ken Thronson of Lighthouse Rescue and John Guice

on this the 26th day of June, 2023.

DAVID LEE
Property Owner (print)

[Signature]
Property Owner (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named

David Lee, Manager of Clark Technology

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 26th day of June, 2023.



My Commission Expires:

[Signature]
NOTARY PUBLIC

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

408 Broadway Dr. Hattiesburg MS 39401
Street Address City State

on this the 23rd day of June, 2023.

Kenneth W. Thronson
Applicant (print)

[Signature]
Applicant (signature)

STATE OF MS

COUNTY OF Lamar

Personally came and appeared before me, the within named

Kenneth W. Thronson

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day
and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property
as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23rd day of June,
2023.

My Commission Expires:



Katie Blackwell
NOTARY PUBLIC

PLANNING COMMISSION & BOARD OF ADJUSTMENT - PETITIONER REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: _____ 5:00 p.m. (End of business day)

Hattiesburg Planning Commission & Board of Adjustment Meeting Date: _____ Time: 1:00 p.m.
(Always the first Wednesday of each month - you or your representative MUST attend)

There is a 10 day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Meeting Date- (you or your representative should attend): _____ Time: 4:00 p.m.

City Council Meeting (Vote) Date - (you or your representative may attend): _____ Time: 5:00 p.m.

There is an additional 10 day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30 day appeal period for Zoning or Street closing/ re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by City no final site plan review approvals or building permits could be issued prior to these dates.

If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

 X Site Diagram (11"x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed buildings, signs, parking areas, etc. (Different standard may be accepted only per approval from Staff)

 X Site & Design Review Committee, if needed.

 X Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required.)

 X Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to glowrey@hattiesburgms.com or planning@hattiesburgms.com.

 X An affidavit (page 3 & 4) attesting that the applicant or representing party (if other than owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be separate document)

 N/A A letter of approval/denial from all adjoining property owners must be obtained and submitted with application (Variance application only).

 N/A Other documents needed (per Planning Division).

_____ Maps of Digital Billboard Removal Sites

_____ Maps of Digital Billboard Replacement sites

_____ Documentation on measurements

_____ Other _____

 X Payment to the City of Hattiesburg for filing application in the amount of \$ 600.00.

***You may be responsible for posting a sign (prepared by Planning Division staff)
a minimum of fifteen (15) days prior to the hearing date.***

You will be responsible for maintaining the sign for the duration of the public hearing process.

Required Fees

All fees adopted by Ordinance Number 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) -----	\$ 175.00 per application and one Variance request; plus \$50.00 for each additional variance request within same application
Street/Alley Naming or Re-Naming -----	\$300.00 per application, plus \$100.00 per required street name sign if approved*
*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.	
Street/Alley Closing -----	\$300.00 per application
[Conditional] Use Permit -----	\$200.00 per application
Zoning Change -----	\$400.00 per application* (*see PUD or PRD & zoning package rate)
Planned Unit Development (PUD) or Planned Residential Development (PRD), & [Planned Mixed-Use District PMU] -----	\$400.00 per application (*see PUD or PRD & zoning \package rate) Or (**see PUD or PRD & Subdivision of Land package)
Planned Unit Development (PUD) or Planned Residential Development (PRD) with Zoning Change package* -----	\$600.00 per package application
Subdivision of Land (Preliminary Plats) -----	\$225.00 per application, plus \$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate) Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.
Planned Unit Development (PUD) or Planned Residential Development (PRD) with Subdivision of Land package ** -----	\$500.00 per application, plus \$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)
Change in Land Development Code Text -----	\$200.00 per application
Appeal Fees for Proponent or Opponent appeals to City Council --- Exempt from fees – Established Neighborhood Associations	\$50.00 per appeal
Cancellation / Re-notification fee on any public hearing process (Planning Commission or City Council) that is tabled or cancelled at the owner/developer's request -----	\$50.00 (per each 100 mailing labels)

**ALL ITEMS, EXCEPT SINGLE-FAMILY RESIDENTIAL SINGLE LOTS, MUST GO THROUGH SITE PLAN REVIEW PROCESS
UPON APPROVAL OF PUBLIC HEARING APPLICATIONS AND THE FOLLOWING ADDITIONAL FEES WILL APPLY:**

Plan Review Fees:

Site Plan Review is required for all development, EXCEPT owner/occupied single-family residential, and those determined by the Building Official to be inapplicable. Note: The public hearing fees include one Concept Review for those actions that require Site Review:

New construction reviews, including billboards/LED signs – (includes initial submittal and 2 re-submittals) -----	\$200.00 for first acre, plus \$30.00 for each additional acre, or fraction thereof, of development
Expansion or renovation construction reviews (includes initial submittal and 2 re-submittals) -----	\$100.00 for first acre, plus \$30.00 for each additional acre, or fraction thereof, of development
Fourth and subsequent new, expansion or renovation Construction reviews --	\$ 50.00 each additional submittal
Expedient Process Lot Subdivision (up to 3 commercial lots) -----	\$150.00
Concept Review (general layout review only) -----	\$ 50.00
New use type(s) in existing building(s) -----	\$ 50.00

Make all checks payable to the City of Hattiesburg

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.)

A Material Change and public need. See attached Exhibit A for answer.

REZON ONLY

Exhibit A

For zoning change:

On behalf of The Lighthouse Rescue Mission, a 501(c)(3) Christian-based charity, we extend our gratitude for your consideration of this significant proposal. Our mission is to provide crucial support to individuals grappling with drug addiction, and we are poised to extend our impact within the community. We seek to acquire a property currently zoned as B-5, a site that boasts a notable history as a rehabilitation center. Our aim is to honor and revitalize this legacy by transforming this property into a center for recovery.

Although the existing B-5 zoning permits the operation of rehabilitation centers, it does not directly cater for the model that the city's pre-application committee has defined for our proposal. The committee designated our planned use as a "group facility." However, it's crucial to note that our intended model, which includes providing individual cottages within a supportive community, is essentially an evolution of the property's original purpose as a rehabilitation center.

The neighborhood has experienced considerable transformation in recent years, marked primarily by the departure of various businesses and car dealerships. This has left a number of properties vacant, disrupting community dynamics and leading to unfortunate instances of property misuse, as evidenced by the recent break-ins and vandalism at the property in question.

This shift in circumstances and the ensuing problems associated with vacant properties illustrate a material change in the neighborhood's conditions, fulfilling the necessary criteria for rezoning. They underscore the urgent need for the positive and productive use of such properties. Our proposed project aims to breathe new life into this vacant property, fulfilling a critical community need and actively mitigating the negative trends that have emerged recently.

The property's historical role as a rehabilitation center makes it ideally suited for our intended use. The existing structures and the neighborhood's familiarity with the property's function are significant advantages. We do not plan to construct new buildings; instead, we intend to renovate and repair the existing infrastructure to reverse the damage it has sustained and ensure the facility meets our standards for safety and comfort.

Looking at the broader context, our proposed facility responds to a pressing community need. The widespread effects of drug addiction impact individuals, families, and the wider community.

Our facility will provide a structured environment for recovery, serving as a beacon of hope for those striving to overcome addiction.

Moreover, our facility will significantly contribute to alleviating the strain on healthcare systems, law enforcement, and social services. It serves a dual purpose: providing vital resources for individuals on their journey to recovery and helping mitigate the broader social and economic issues associated with addiction.

In conclusion, the rezoning of this property to accommodate its use aligns with the property's history and responds to the evolving needs of our community. By transforming this vacant property into a center of recovery and hope, we can restore its function and contribute positively to the community.

We kindly request your support for this endeavor, as we remain steadfast in our commitment to enhancing the wellbeing of our community. Thank you for your time and consideration.

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.

Please see Exhibit for Written Answers.

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

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

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

If yes, please explain:

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

If yes, please explain:

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

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 30 vehicles, and
_____ ADA vehicle(s); with _____ loading spaces.

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

EXHIBIT A

For conditional use:

1. Yes or N/A, there are no listed use conditions in the Hattiesburg land code for group facility.
2. Upon rehabilitating the existing structures on the property, we can expect a reasonable increase in the usage of utilities such as water, electricity, and waste disposal systems. This increase will be proportional to the demand associated with any occupied property and should be comfortably accommodated by the existing municipal systems.

Moreover, our mission to transform this property into a recovery center will significantly benefit public facilities. By providing a structured environment for those battling drug addiction, we anticipate a decrease in emergency room visits, police encounters, and the strain on other social services often burdened by untreated addiction. Essentially, our services will work to alleviate the pressure on public facilities and resources, offering a supportive pathway to recovery for those in need. In terms of safety and community well-being, transforming the property into a recovery center will prevent it from remaining vacant, thus mitigating the potential for vandalism and other illicit activities. This proactive measure can help reduce the strain on law enforcement and community resources.

3. The size of the site is indeed well-suited for our proposed use as a recovery center. This conclusion is drawn not only from our careful assessment but also from the property's successful past utilization as a rehabilitation center by Pine Grove.

The property's existing layout, including individual cottages and common areas, aligns seamlessly with our intended model of providing a supportive living community for individuals on their journey to recovery. The individual cottages offer residents a level of privacy and personal space crucial for recovery, while the common areas facilitate community building, group therapy, and shared activities - all vital components of the recovery process.

Importantly, we have no plans to construct new buildings, as the existing structures adequately serve our needs. We will, however, undertake necessary updates and repairs to ensure the facility is safe, comfortable, and conducive to recovery. The size of the property allows for these renovations without necessitating any significant changes to the site's footprint.

In summary, the size and layout of the site are inherently conducive to its proposed use. The property's past successful operation under Pine Grove as a rehabilitation center further underlines its suitability. Our vision for the site is essentially an extension of its

historical purpose, optimally utilizing the existing structures and space to provide a much-needed service to our community.

4. Given the nature of the proposed use of the site as a recovery center, there will indeed be additional vehicle traffic associated with the facility's operation. This will mainly consist of staff arrivals and departures, deliveries of goods and supplies, and transportation for residents to and from their workplaces in the later stages of their recovery program.

While residents themselves will not have personal vehicles on-site, transport will be arranged as needed for work, medical appointments, and other necessary outings. However, it will be minimal impact on local traffic patterns.

It's important to mention that the property's previous use as a rehabilitation center implies that the local traffic infrastructure is already equipped to handle this level of activity. Moreover, our traffic will be spread throughout the day to avoid contributing to peak hour congestion. As for pedestrian traffic, given the nature of our program and the restrictions on residents' movement, we do not anticipate any significant increase.

In summary, while there will be some additional vehicle traffic due to the facility's operation, we anticipate it will be well within the capacity of the existing infrastructure, and we will take measures to minimize any potential impact on local traffic.

5. No
6. At its peak capacity, the recovery center anticipates hosting up to 65 individuals daily. This figure encompasses both employees working at the center and the men in the recovery program. This number aligns with the historical usage of the property when it functioned as a rehabilitation center under Pine Grove, thus we do not anticipate exceeding its previous maximum capacity.

Given the property's layout and previous function, there is ample parking available to accommodate the anticipated traffic without causing congestion or requiring any additional construction. The site boasts parking spaces in front of the individual cottages and adjacent to the main building, ensuring a smooth flow of vehicle movement.

In summary, while we anticipate a regular flow of individuals, both employees and those in recovery, the property is adequately prepared to handle this level of occupancy. Its prior successful operation as a rehabilitation center provides a valuable benchmark for our proposed use, and the existing parking facilities are more than sufficient to cater to our needs.

A part and parcel of Lots 1, 2, 3, and 4, Block 80, of the D. D. McInnis Third Addition to the City of Hattiesburg, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, more particularly described as follows, to wit:

Commence at the Southwest corner of said Block 80, where the Northeast line of West Ashford Street (Emerald Lane) intersects the Northwest line of 32nd Avenue (Corrine Street); and run Northeast and along the Northwest line of 32nd Avenue for 110.00 feet to the Point of Beginning; thence run Northwest and parallel with the Northeast line of West Ashford Street for 384.3 feet to the Southeast right-of-way line of U.S. Highway No. 11; thence run North 46 degrees 24 minutes 25 seconds East and along the said Southeast right-of-way line for 31.0 feet; thence run Northeasterly along a curve to the right and along the said Southeast right-of-way line for 149.27 feet, said curve having a central angle of 06 degrees 08 minutes 28 seconds and a radius of 1392.69 feet; thence run Southeast and parallel with the Northeast line of West Ashford Street for 377.1 feet to the Northwest line of 32nd Avenue; thence run Southwest and along the Northwest line of 32nd Avenue for 180.0 feet to the Point of Beginning.

BEING SOMETIMES DESCRIBED AS FOLLOWS:

All of Block 80 of and according to the D. D. McInnis Third Survey or Addition to the City of Hattiesburg, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, which survey is a subdivision of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, LESS AND EXCEPT that portion thereof heretofore conveyed to the State Highway Commission of the State of Mississippi on January 31, 1938, as per Deed filed for record in the Office of the Chancery Clerk of Forrest County, Mississippi, in Land Deed Book 55 at Page 239; and also LESS AND EXCEPT 110 feet off the Northeast side of said Block and being more particularly described as beginning at Northeast corner of Block 80 where the Southwest line of Scooba Street intersects the Northwest line of 32nd Avenue, and run Southwest along the Northwest line of 32nd Avenue 110 feet; thence Northwest and parallel with Scooba Street to U. S. Highway No. 11 right-of-way; thence Northeast along the right-of-way of U.S. Highway No. 11 to the Northwest corner of said Block; thence Southeast along Scooba Street to the Point of Beginning; and LESS AND EXCEPT 110 feet off the Southwest side of said Block and more particularly described as beginning at the Southeast corner of Block 80 where the Northeast line of Ashford Street intersects the Northwest line of 32nd Avenue, and run Northeast 110 feet along the Northwest line of 32nd Avenue; thence Northwest and parallel to Ashford Street to U.S. Highway No.11 right-of-way; thence Southwest along the right-of-way of U.S. Highway No. 11 to the Southwest Corner of Block 80; thence Southeast along Ashford Street to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT all of the oil, gas and other minerals of like kind and character in, on and under the above-described property.

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

For and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, **C and B Company of Hattiesburg**, also known as C & B Company of Hattiesburg, a Mississippi corporation, Grantor, does hereby grant, bargain, sell, convey, and warrant, subject to the exceptions and reservations hereinafter set forth, unto **Clark Technologies, LLC, a Mississippi limited liability company**, Grantee, the unexpired term of a Sixteenth Section leasehold interest for a period of ninety-nine (99) years from February 4, 1947, as the same relates to the real property lying and being situated in the City of Hattiesburg, County of Forrest, State of Mississippi, described as follows, to-wit:

A part and parcel of Lots 1, 2, 3, and 4, Block 80, of the D. D. McInnis Third Addition to the City of Hattiesburg, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, more particularly described as follows, to-wit:

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BEING SOMETIMES DESCRIBED AS FOLLOWS:

All of Block 80 of and according to the D. D. McInnis Third Survey or Addition to the City of Hattiesburg, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, which survey is a subdivision of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, LESS AND EXCEPT that portion thereof heretofore conveyed to the State Highway Commission of the State of Mississippi on January 31, 1938, as per Deed filed for record in the Office of the Chancery Clerk of Forrest County, Mississippi, in Land Deed Book 55 at Page 239; and also LESS AND EXCEPT 110 feet off the Northeast side of said Block and being more particularly described as beginning at the Northeast corner of Block 80 where the Southwest line of Scooba Street intersects the Northwest line of 32nd Avenue, and run Southwest along the Northwest line of 32nd Avenue 110 feet; thence Northwest and parallel with Scooba Street to U. S. Highway No. 11 right-of-way; thence Northeast along the right-of-way of U. S. Highway No. 11 to the Northwest corner of said Block; thence Southeast along Scooba Street to the Point of Beginning; and LESS AND EXCEPT

110 feet off the Southwest side of said Block and more particularly described as beginning at the Southeast corner of Block 80 where the Northeast line of Ashford Street intersects the Northwest line of 32nd Avenue, and run Northeast 110 feet along the Northwest line of 32nd Avenue; thence Northwest and parallel to Ashford Street to U. S. Highway No. 11 right-of-way; thence Southwest along the right-of-way of U. S. Highway No. 11 to the Southwest corner of Block 80; thence Southeast along Ashford Street to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT all of the oil, gas, and other minerals of like kind and character in, on, and under the above-described property.

This conveyance and the warranty hereof are subject to the terms and conditions of that certain Sixteenth Section Leasehold Contract by and between the Board of Supervisors of Forrest County, Mississippi, as Lessor, and Max M. Mabel as Lessee, for a term of ninety-nine (99) years dated February 4, 1947, of record in Land Deed Book 94 at Page 101 in the Office of the Chancery Clerk of Forrest County, Mississippi. This Lease is in fact an extension of a prior Lease from the Board of Supervisors of Forrest County, Mississippi, as Lessor, to T. P. Crymes as Lessee, for a term of fifteen (15) years dated October 5, 1937, of record in Land Deed Book 58 at Page 200 on file in the Office of the Chancery Clerk of Forrest County, Mississippi. The said Leases except all of the oil, gas, and other minerals and timber situated in, on, and under the above-described property.

This conveyance and the warranty hereof are further subject to all valid and existing easements, grants, or rights-of-way for public roads, streets and alleys, including the right-of-way of U. S. Highway 11, now Broadway Drive, and 32nd Street, now Corrine Street, and to any existing easements, grants, or rights-of-way for electric, telephone, telegraph, gas, water, drainage, sewerage, or similar utility purposes which affect or relate to the above-described property.

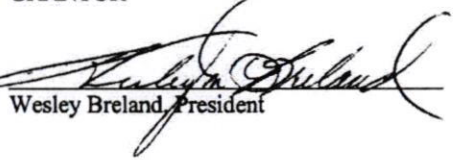
The premises situated on the above-described property have been inspected by the Grantee and are being conveyed to and accepted by it in their present condition.

The Grantor shall pay the 2004 ad valorem taxes on the above-described property; and the 2005 ad valorem taxes are being prorated as of the date of sale, with the Grantor paying its pro rata portion thereof to the Grantee.

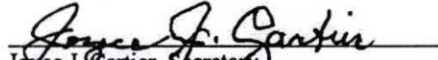
IN TESTIMONY WHEREOF, Witness the Signature of the Grantor by its undersigned duly authorized officers on this the 5th day of January, A.D., 2005.

C and B Company of Hattiesburg, a
Mississippi Corporation,
GRANTOR

By:


Wesley Breland, President

Attests:


Joyce J. Cartier, Secretary

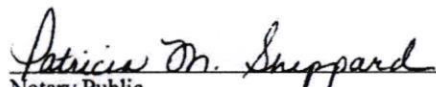
STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named Wesley Breland and Joyce J. Cartier, the President and Secretary respectively, of C and B Company of Hattiesburg, a Mississippi corporation, who acknowledged that they signed, executed, and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for and on behalf of and as the act and deed of C and B Company of Hattiesburg, a Mississippi Corporation, they being first duly authorized so to do.

GIVEN under my hand and official seal of office on this the 5th day of January,

A.D., 2005.


Notary Public

My Commission Expires:

June 23, 2006

Grantor's Address:

C & B Company of Hattiesburg
1308 1/2 West Pine Street
Hattiesburg, MS 39401
Phone: 601-545-1421

Grantee's Address:

Clark Technologies, LLC
147 Waterford Place
Hattiesburg, MS 39402
Phone: 601-583-2800

INDEXING INSTRUCTIONS:

Index in Lots 1, 2, 3, and 4, Block 80, D. D. McInnis Third Addition to the City of Hattiesburg, Forrest County, Mississippi.

THIS INSTRUMENT PREPARED BY:

② TRAVIS & TRAVIS
P. O. Box 590
Hattiesburg, MS 39403-0590
Phone: 601-582-5591

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED AND RECORDED
100839
2005 JAN -6 P 1:53
IN REC. BK. AND PAGE UNLESS
FILE NO. AS SHOWN
WITNESS MY HAND AND SEAL
Jimmy C. Howard
CLERK

SITE DIAGRAM





M/S United LLC



MLS United LLC



MLS United LLC





MES United LLC

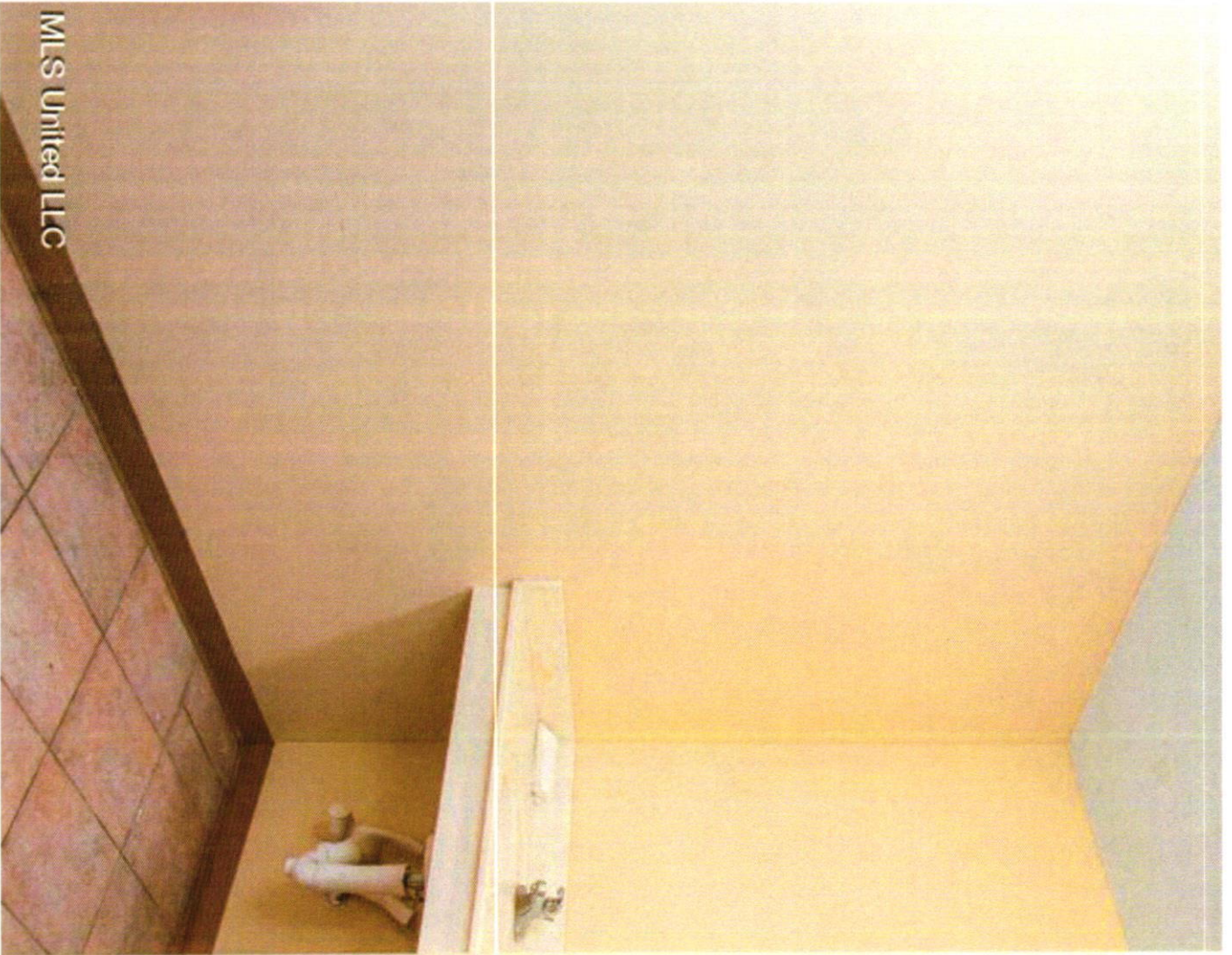


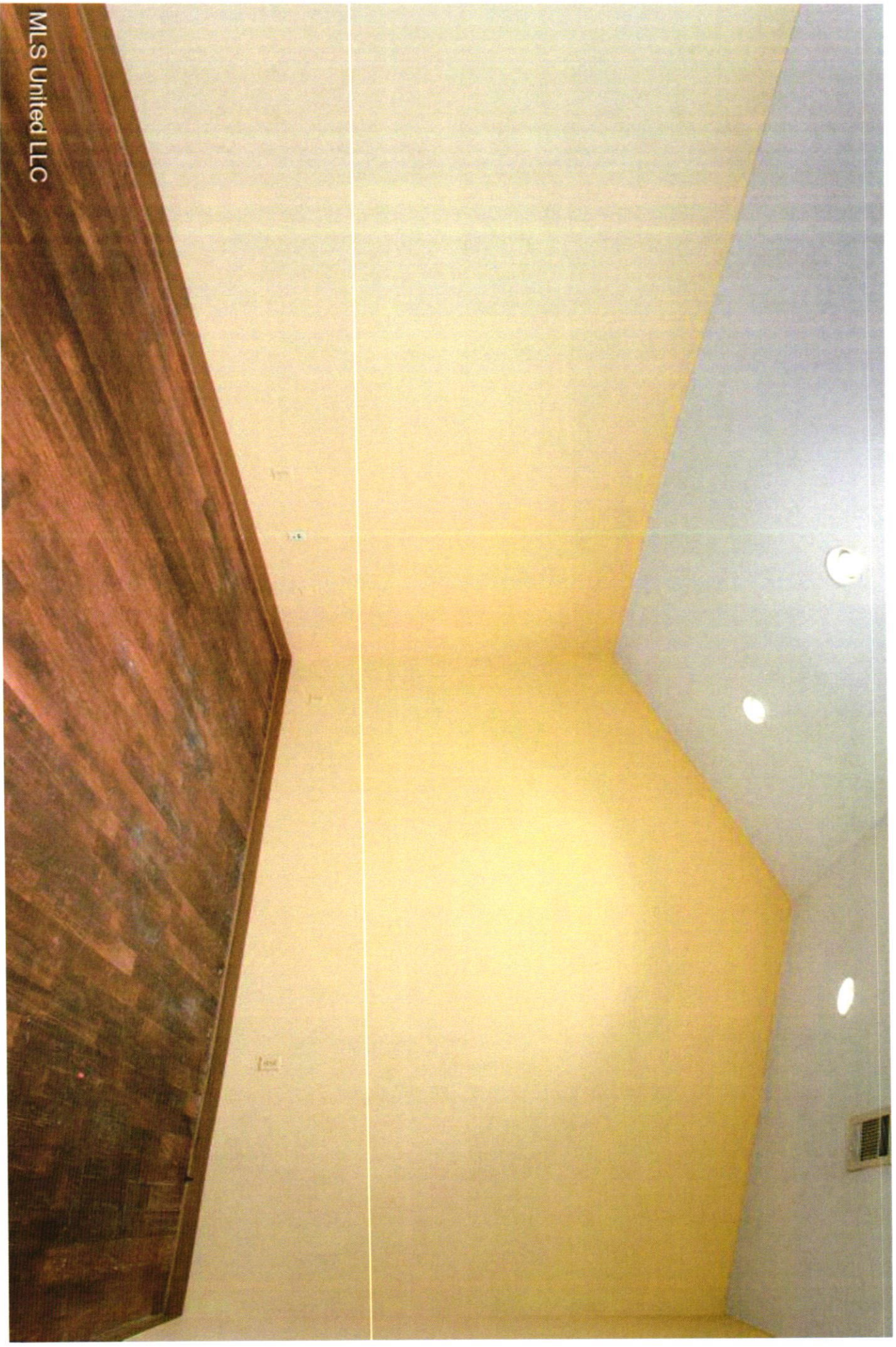
MLS United LLC





MLS United LLC

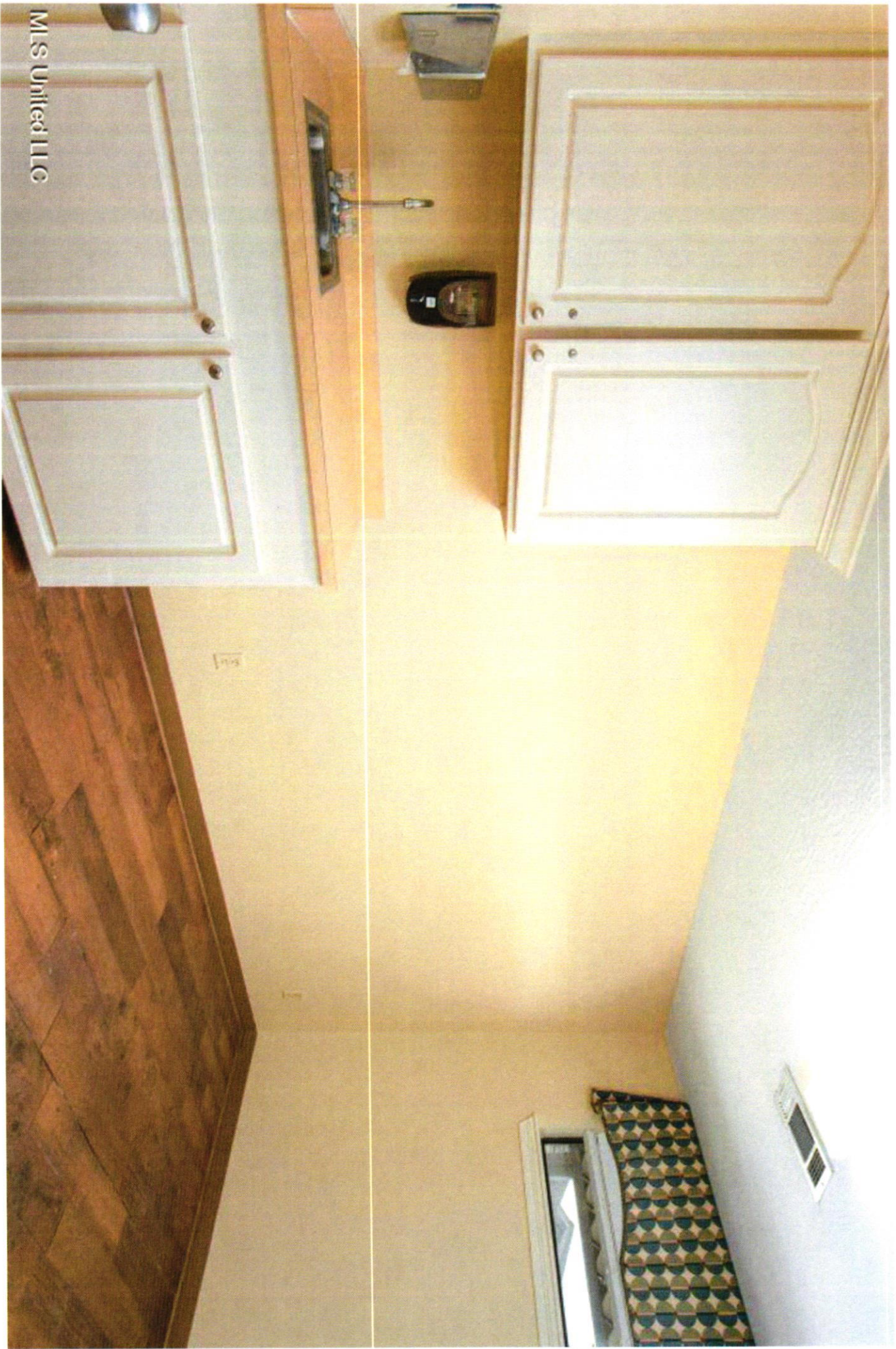




MLS United LLC



MLS United LLC



MLS United LLC



M/S United LLC













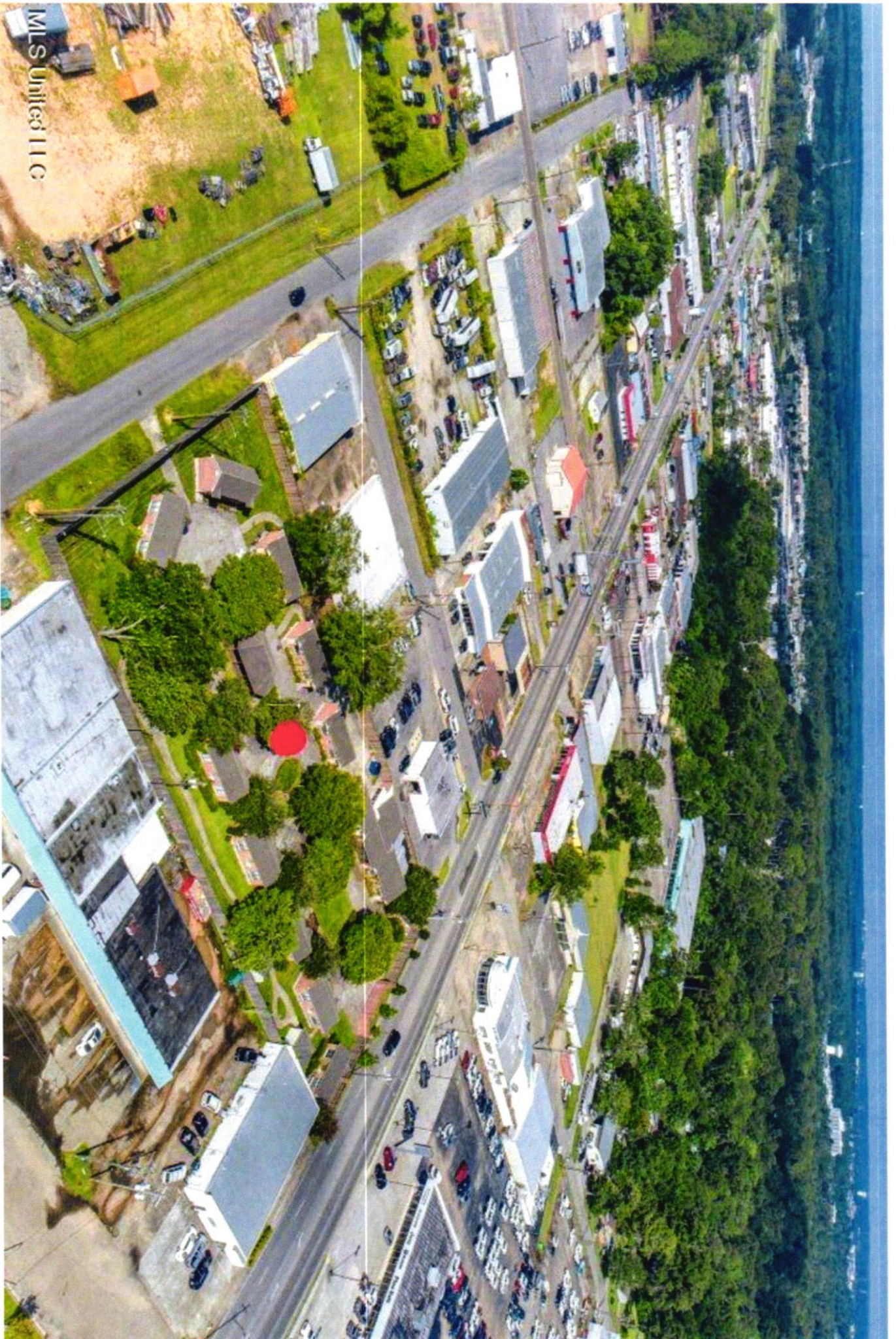
MLS United LLC



M/S United LLC



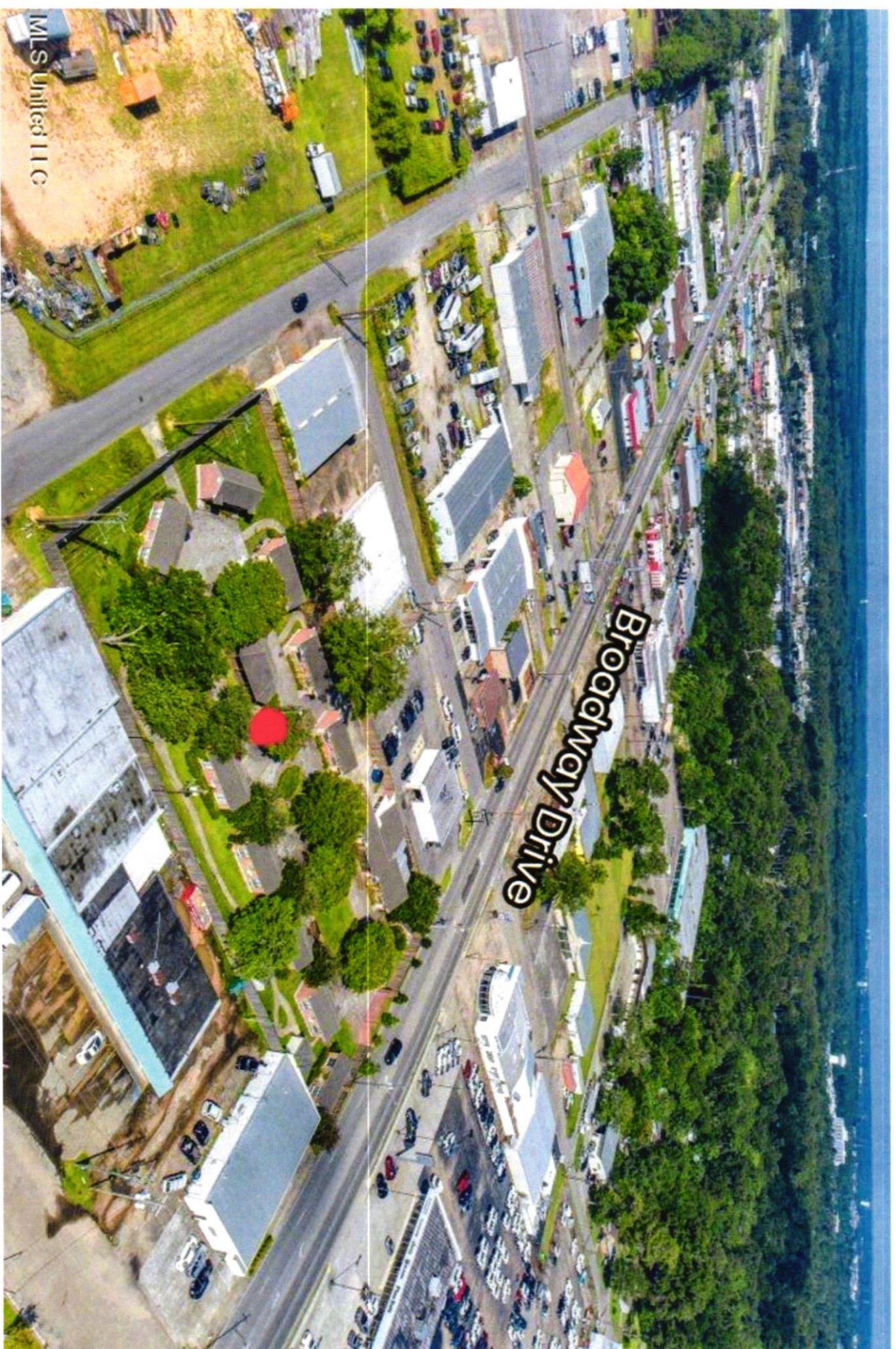
MFS-United LLC



MLS United LLC

Broadway Drive

MLS United LLC



Dixie Motor Lodge, 408 Broadway Dr.

Statement of Significance

By: Russell Archer, Historic Preservation Planner



Narrative Description

Hattiesburg's former Dixie Motor Lodge sits alongside U.S. Highway 11 South, in a section now known as Broadway Drive, which serves as a primary corridor connecting U.S. Hwy 49 with Downtown Hattiesburg. Constructed in 1941, Dixie Motor Lodge originally consisted of fourteen brick buildings, including an administration (office) building, constructed on brick foundations and placed around a horseshoe-shaped landscaped courtyard. Each of the buildings for rent contained two lodging rooms with each room having a private bathroom. The guest cottages display Colonial style influences with symmetrical facades, stone window sills, pedimented gables above the entrance porches, and side-gabled roofs with pronounced eave returns. Each entrance porch is supported on decorative wrought iron brackets. Round louvred attic vents are placed at each gable end.

Historic photos and postcards indicate that the lodge site retains a moderately high level of integrity, especially with respect to the original layout. The most noticeable alterations include modern aluminum replacement windows, modern doors, and two of the original cottages have now been joined with a masonry connector to form a larger building. The joined units now have a deck and wheelchair ramp at the primary façade. Additionally, a substantial masonry privacy wall has been constructed at the front of the property that faces Broadway Drive, which entirely blocks the view of the site from the public right-of-way.

Historic Context

The Dixie Motor Lodge was constructed by brothers Max and Henry Mabel and officially opened for business on May 11th, 1941. Henry Mabel served as Manager and lived on site with his wife in the Administration building. The Mabel brothers both had extensive experience in lodging management. Most notably, Max had previously managed the Forrest Hotel in downtown Hattiesburg. In later years, the Mabel brothers and their families moved out of state and the Lodge was owned by local families, including Mr. & Mrs. Claude Pittman and Mr. & Mrs. Carter Gerald. By the 1980s, the property had ceased lodging operations and was being leased out as office space. In the early 2000's, Pine Grove Mental Health Services began leasing the site for specialized rehabilitation services and erected a tall masonry privacy wall at the front of the complex to restrict public viewing or access.

During the early years of the Dixie Motor Lodge, an additional motor court of a similar design, the Park Lane Hotel Cottages, existed nearby at the intersection of U.S. Highway 11 and W. Pine St. However, that complex was demolished and the site redeveloped by the 1970s. Additional

motor courts could be found on the outskirts of Hattiesburg, primarily along Highway 49 and Highway 11; however, none of those structures survive today.

The Dixie Motor Lodge is a rare and intact example of the typical “motor court” or “tourist court” arrangement of lodging that became very popular in the United States beginning in the mid-1930s, as roads improved and auto tourists sought out more refined roadside lodging. The motor court is a direct predecessor of the modern motel.

Despite the foregoing alterations, the Dixie Motor Lodge retains a sufficiently high level of integrity that merits listing on the National Register of Historic Places. It should also be noted that historic motor courts are extremely rare as a resource, in the State of Mississippi; therefore, this site is very likely to meet eligibility for “Mississippi Landmark” status.

In order to preserve this Hattiesburg landmark site and to protect its historic integrity, significant visual or structural alterations of the buildings and site are highly discouraged. Should questions arise or if assistance is needed, please feel free to contact the City’s Historic Preservation Planner.

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
FOR A CERTAIN PROPERTY LOCATED AT 408 BROADWAY DRIVE (PARCEL NO.
2-038D-16-026.00; PPIN 21766, FORREST COUNTY, WARD 4) FROM SECTION 4.5.12
B-5 (REGIONAL BUSINESS) TO SECTION 4.5.10 B-3 (COMMUNITY 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 rezoning.

The following described land and property situated in Forrest County, Mississippi, to wit:

A part and parcel of Lots 1, 2, 3, and 4, Block 80, of the D. D. McInnis Third Addition to the City of Hattiesburg, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, more particularly described as follows, to wit:

Commence at the Southwest corner of said Block 80, where the Northeast line of West Ashford Street (Emerald Lane) intersects the Northwest line of 32nd Avenue (Corrine Street); and run Northeast and along the Northwest line of 32nd Avenue for 110.00 feet to the Point of Beginning; thence run Northwest and parallel with the Northeast line of West Ashford Street for 384.3 feet to the Southeast right-of-way line of U.S. Highway No. 11; thence run North 46 degrees 24 minutes 25 seconds East and along the said Southeast right-of-way line for 31.0 feet; thence run Northeasterly along a curve to the right and along the

said Southeast right-of-way line for 149.27 feet, said curve having a central angle of 06 degrees 08 minutes 28 seconds and a radius of 1392.69 feet; thence run Southeast and parallel with the Northeast line of West Ashford Street for 377.1 feet to the Northwest line of 32nd Avenue; thence run Southwest and along the Northwest line of 32nd Avenue for 180.0 feet to the Point of Beginning.

BEING SOMETIMES DESCRIBED AS FOLLOWS:

All of Block 80 of and according to the D. D. McInnis Third Survey or Addition to the City of Hattiesburg, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, which survey is a subdivision of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, LESS AND EXCEPT that portion thereof heretofore conveyed to the State Highway Commission of the State of Mississippi on January 31, 1938, as per Deed filed for record in the Office of the Chancery Clerk of Forrest County, Mississippi, in Land Deed Book 55 at Page 239; and also LESS AND EXCEPT 110 feet off the Northeast side of said Block and being more particularly described as beginning at Northeast corner of Block 80 where the Southwest line of Scooba Street intersects the Northwest line of 32nd Avenue, and run Southwest along the Northwest line of 32nd Avenue 110 feet; thence Northwest and parallel with Scooba Street to U. S. Highway No. 11 right-of-way; thence Northeast along the right-of-way of U.S. Highway No. 11 to the Northwest corner of said Block; thence Southeast along Scooba Street to the Point of Beginning; and LESS AND EXCEPT 110 feet off the Southwest side of said Block and more particularly described as beginning at the Southeast corner of Block 80 where the Northeast line of Ashford Street intersects the Northwest line of 32nd Avenue, and run Northeast 110 feet along the Northwest line of 32nd Avenue; thence Northwest and parallel to Ashford Street to U.S. Highway No.11 right-of-way; thence Southwest along the right-of-way of U.S. Highway No. 11 to the Southwest Corner of Block 80; thence Southeast along Ashford Street to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT all of the oil, gas and other minerals of like kind and character in, on and under the above-described property.

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



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cory Long, Planning Administrator, Nathan Satcher, Planner II
cc: Ann Jones
Date: Tuesday, August 22, 2023
Re: Approve or Deny the request filed by Ken Thronson, applicant, and John Guice, applicant, for conditional use for a "Group Care Facility" in a B-3 Community Business, located at 408 Broadway Drive. The conditional use request is contingent upon the approval of a rezoning of the property to a B-3 Zone.
File Number: 2023-566
Minute Book #

Summary

Ken Thronson, applicant, and John Guice, applicant, request a conditional use request for a "Group Care Facility" in a B-3 Community Business, located at 408 Broadway Drive. The conditional use request is contingent upon the approval of a rezoning of the property to a B-3 Zone (PPIN 21766, Parcel No.: 2-038D-16-026.00, Forrest County, Ward 4).

Recommendation Statement

Please place this on the August 22, 2023 City Council meeting for consideration.



**Planning Commission
Case Fact Sheet**

Names of Petitioner: Ken Thronson and John Guice, petitioners

Address of Property: 408 Broadway Dr **Tax Parcels/Ward:** 2-038D-16-026.00 **PPIN:** 21766 **Ward:** 4

Request: **Zoning Change of one parcel from B-5 to B-3 and Conditional Use request.**

Purpose of Request: To request a rezoning of the property located at 408 Broadway Drive from a B-5, Regional Business to a B-3, Community Business. The applicants also request a conditional use for a "Group Care Facility/Home" in a B-3, contingent upon the approval of the rezone request for the same property (PPIN 21766, Parcel No.: 2-038D-16-026.00, Forrest County, Ward 4).

Applicant Summary: * See Attached *

Applicable Regulations:

SECTION 4 Zoning Districts Established

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

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															
Group facility		◆	◆	×	×	×	×	◆	◆	◆	×	×	×	×	×	5.4.24

5.4.25 Group Care Home; Group Care Center

5.4.25.1 A group home shall be located in a structure originally constructed as and designed for a single-family dwelling which shall be the principal structure on the lot. The structure shall not be altered nor the site used in any manner which diminishes its value as a single-family dwelling or which changes its exterior residential character.

5.4.25.2 Group care centers serving individuals who are deemed to be a danger to themselves or others must be identified by the applicant during Site Plan Review. Care centers may not serve more than 20 residents; however, in order to protect the health and safety of the community, the Planning Commission has the right to further restrict the location of facilities and the number of residents, and to require increased buffering, screening, and fencing.

Present Zoning: The parcel is currently zoned B-5

Present Use: Vacant property

Future Land Use: Community Business Corridor

Surrounding Zoning and Land Use:
 North: B-5 Regional Business District / B-3 Community Business
 South: B-5 Regional Business District
 East: B-5 Regional Business District
 West: B-5 Regional 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 July 24th, 2023

History / Background: The petitioner met with staff in Pre-Application to discuss the use of the existing structures/facility at 408 Broadway Drive as a group care facility. The petitioner currently operates the Lighthouse Rescue

Mission located at 204 Eupora Street in Hattiesburg, and the group care facility would operate similarly to the Lighthouse Rescue Mission, but for men only. The petitioner proposed no changes to the layout of the property or any additions that would trigger a site plan review. There is also no intent by the petitioner to remove any of the existing fencing that surrounds the property as a way to maintain privacy for the occupants.

Group Care Facilities are not permitted in a B-5 Zoning district, where the highest commercial classification they can be conditionally approved in is a B-3, Community Business District. Group care facilities and homes require conditional use approvals and are not permitted by right in any zone.

Downzoning of the property to a B-3 aligns better with the future land use map for the entire Broadway Corridor, which calls it to develop as a "Community Business Corridor." Multiple properties that front Broadway Drive now are also zoned B-3, but a large portion of the corridor is zoned B-5. Commissioners can add conditions for use as needed for the proposed use. The Commission can further restrict the number of residents if deemed necessary. All aspects of how a business operates should be taken into consideration for conditional use requests in regards to the location and surrounding neighborhood.

Option:

Basis for approval (Zoning Change):

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

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

- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city engineer that the available capacity of existing streets can safely provide access to the site.
- ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:
 - Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls,

August 2023 HPC Item: C
Ken Thronson and John Guice
Request for: **Zoning Change and Conditional Use**

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:

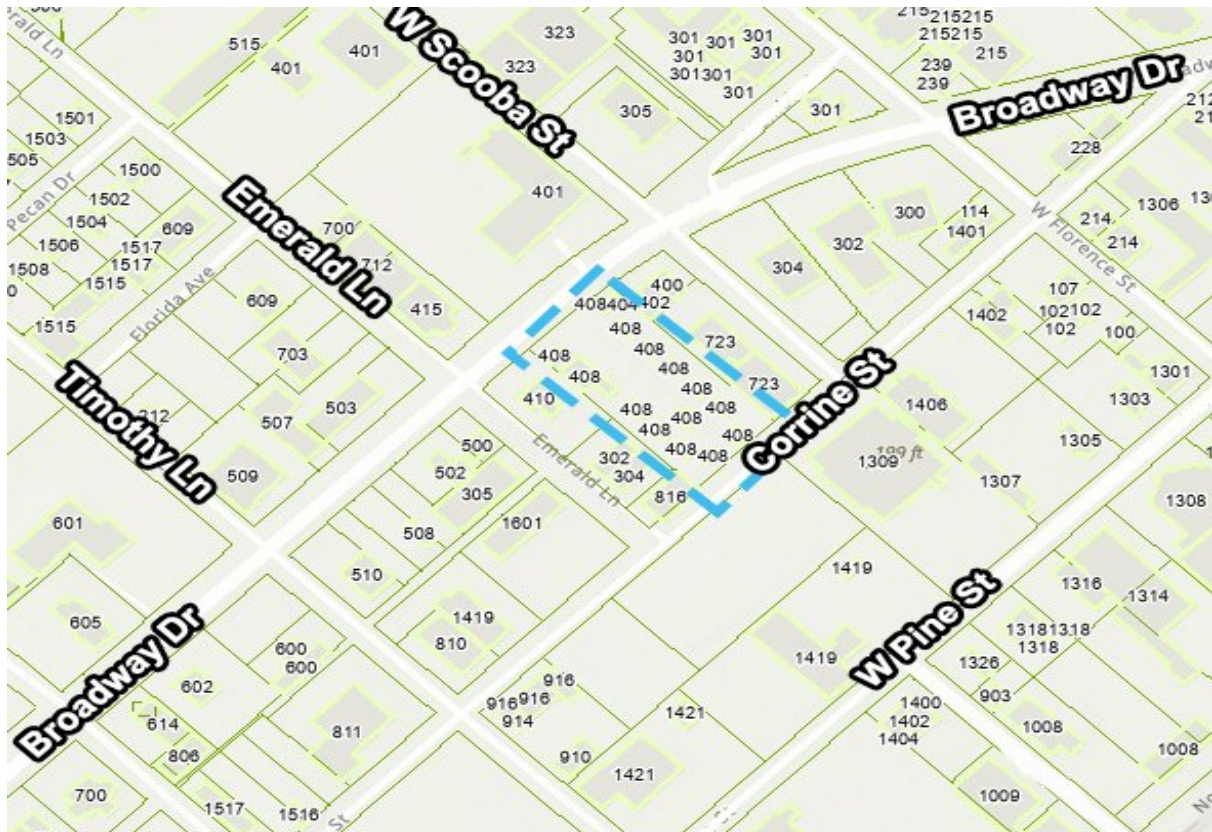
408 Broadway Dr—Lighthouse Men's Rehabilitation Program

Kenneth Thronson and John Guice, Applicants.

The petitioners request rezoning of the property located at 408 Broadway Drive from a B-5, Regional Business to a B-3, Community Business. The applicants also request a conditional use for a "Group Care Facility/Home" in a B-3, contingent upon the approval of the rezone request for the same property (PPIN 21766, Parcel No.: 2-038D-16-026.00, Forrest County, Ward 4).



Vicinity Map—Ward 4



Zoning—B-5



Site Aerial



Surrounding Area

**Northern Direction: B-5
Regional Business and
B-3 Community
Business**



Southern Direction: B-5 Regional Business



Surrounding Area

East and Western Directions: B-5 Regional Business



PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
 Department of Urban Development
 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:**Application for (check all appropriate types):**

- ☐ Variance (details below)
 ☒ Conditional Use (details below)
 ☒ Re-Zoning (details below)
☐ Subdividing of Lot, Parcel or Tract
☐ Overlay District
☐ Street or Alley Renaming
☐ Vacating Street or Alley
☐ Planned Mixed-Use District
☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign
☐ Setback (front, side or rear _____)
☐ Off-site Parking
☐ Lot Width
☐ Lot Coverage Area
☐ Buffer
☐ Open Space
☐ Other _____

Land Development Code Section No. _____

Section No. _____

Section No. _____

Staff
Information –
do not complete

FOR CONDITIONAL USE PERMIT ONLY:

Check Applicable Type:

- ☐ Automotive filling station
☒ Group facility or home
☐ Care Center (type _____)
☐ Digital Billboard, New
☐ Digital Billboard, Replacement
☐ Solar Farm
☐ Restaurant
☐ Telecommunications
☒ Other _____ Rehabilitation Center

Land Development Code Section No. _____

Staff Information

FOR RE-ZONING ONLY:

Existing Zoning:

B-5

Proposed Zoning:

B-3

Public Hearing Contact Information Form

City of Hattiesburg - Planning Division

Note: A Pre-Application submittal must contain a completed application form and a concept plan drawn to scale.

Pre-Application Date: [Click here to enter a date.](#) **Planner:**

Today's Date: [Click here to enter a date.](#)

Project Name: Cottage at Lighthouse Rescue

Proposed Use(s): Men's Recovery Program for Drug and Alcohol

Project Street Address: 408 Broadway Drive, Hattiesburg, Mississippi 39401

PPIN Number(s) (If unknown, can be found on tax receipt): 021766

Parcel Number(s):

Flood Zone(s):

Historic District(s):

Zoning District(s): **Proposed Cost of the Project:** \$N/A

Project Representative Information

Name: Ken Thronson/Lighthouse Rescue

☒ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone: 601-582-5900

Fax:

Email: thelighthouse@gmail.com

Mailing Address: 204 Eupora Street

Hattiesburg, Mississippi 39401

Name: John Guice

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone: 601-264-3309

Fax:

Email: jguice@jacksonfirm.com

Mailing Address: P.O. Box 15517

Hattiesburg, Mississippi 39404

Name:

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone:

Fax:

Email:

Mailing Address:

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **OWNER(S)** OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at

408 Broadway Hattiesburg MS 39401
Street Address City State

on this the 26th day of June, 2023.

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.

Ken Thronson of Lighthouse Rescue and John Guice

on this the 26th day of June, 2023.

DAVID LEE
Property Owner (print)

[Signature]
Property Owner (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named

David Lee, Manager of Clark Technology

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 26th day of June, 2023.



My Commission Expires:

[Signature]
NOTARY PUBLIC

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

408 Broadway Dr. Hattiesburg MS 39401
Street Address City State

on this the 23rd day of June, 2023.

Kenneth W. Thronson
Applicant (print)

[Signature]
Applicant (signature)

STATE OF MS

COUNTY OF Lamar

Personally came and appeared before me, the within named

Kenneth W. Thronson

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day
and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property
as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23rd day of June,
2023.

Katie Blackwell
NOTARY PUBLIC

My Commission Expires:



PLANNING COMMISSION & BOARD OF ADJUSTMENT - PETITIONER REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: _____ 5:00 p.m. (End of business day)

Hattiesburg Planning Commission & Board of Adjustment Meeting Date: _____ Time: 1:00 p.m.
(Always the first Wednesday of each month - you or your representative MUST attend)

There is a 10 day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Meeting Date- (you or your representative should attend): _____ Time: 4:00 p.m.

City Council Meeting (Vote) Date - (you or your representative may attend): _____ Time: 5:00 p.m.

There is an additional 10 day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30 day appeal period for Zoning or Street closing/ re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by City no final site plan review approvals or building permits could be issued prior to these dates.

If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

 X Site Diagram (11"x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed buildings, signs, parking areas, etc. (Different standard may be accepted only per approval from Staff)

 X Site & Design Review Committee, if needed.

 X Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required.)

 X Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to glowrey@hattiesburgms.com or planning@hattiesburgms.com.

 X An affidavit (page 3 & 4) attesting that the applicant or representing party (if other than owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be separate document)

 N/A A letter of approval/denial from all adjoining property owners must be obtained and submitted with application (Variance application only).

 N/A Other documents needed (per Planning Division).

_____ Maps of Digital Billboard Removal Sites

_____ Maps of Digital Billboard Replacement sites

_____ Documentation on measurements

_____ Other _____

 X Payment to the City of Hattiesburg for filing application in the amount of \$ 600.00.

***You may be responsible for posting a sign (prepared by Planning Division staff)
a minimum of fifteen (15) days prior to the hearing date.***

You will be responsible for maintaining the sign for the duration of the public hearing process.

Required Fees

All fees adopted by Ordinance Number 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) ----- \$ 175.00 per application and one
Variance request; plus \$50.00 for each additional variance request within same application

Street/Alley Naming or Re-Naming ----- \$300.00 per application, plus
\$100.00 per required street name sign if approved*

*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.

Street/Alley Closing ----- \$300.00 per application

[Conditional] Use Permit ----- \$200.00 per application

Zoning Change ----- \$400.00 per application*
(*see PUD or PRD & zoning package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD), &
[Planned Mixed-Use District PMU] ----- \$400.00 per application
(*see PUD or PRD & zoning \package rate) Or (**see PUD or PRD & Subdivision of Land package)

Planned Unit Development (PUD) or Planned Residential Development (PRD) with
Zoning Change package* ----- \$600.00 per package application

Subdivision of Land (Preliminary Plats) ----- \$225.00 per application, plus
\$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)
Note: Final Plats should be submitted to the governing body for approval within 12 months
of approval of preliminary plats.

Planned Unit Development (PUD) or Planned Residential Development (PRD) with
Subdivision of Land package ** ----- \$500.00 per application, plus
\$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)

Change in Land Development Code Text ----- \$200.00 per application

Appeal Fees for Proponent or Opponent appeals to City Council --- \$50.00 per appeal
Exempt from fees – Established Neighborhood Associations

Cancellation / Re-notification fee on any public hearing process (Planning Commission or City Council)
that is tabled or cancelled at the owner/developer's request ----- \$50.00 (per each 100 mailing labels)

**ALL ITEMS, EXCEPT SINGLE-FAMILY RESIDENTIAL SINGLE LOTS, MUST GO THROUGH SITE PLAN REVIEW PROCESS
UPON APPROVAL OF PUBLIC HEARING APPLICATIONS AND THE FOLLOWING ADDITIONAL FEES WILL APPLY:**

Plan Review Fees:

Site Plan Review is required for all development, EXCEPT owner/occupied single-family residential, and those determined by the Building Official to be inapplicable. Note: The public hearing fees include one Concept Review for those actions that require Site Review:

New construction reviews, including billboards/LED signs – (includes initial submittal and 2 re-submittals) -----	\$200.00 for first acre, plus \$30.00 for each additional acre, or fraction thereof, of development
Expansion or renovation construction reviews (includes initial submittal and 2 re-submittals) -----	\$100.00 for first acre, plus \$30.00 for each additional acre, or fraction thereof, of development
Fourth and subsequent new, expansion or renovation Construction reviews --	\$ 50.00 each additional submittal
Expedient Process Lot Subdivision (up to 3 commercial lots) -----	\$150.00
Concept Review (general layout review only) -----	\$ 50.00
New use type(s) in existing building(s) -----	\$ 50.00

Make all checks payable to the City of Hattiesburg

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.)

A Material Change and public need. See attached Exhibit A for answer.

REZON ONLY

Exhibit A

For zoning change:

On behalf of The Lighthouse Rescue Mission, a 501(c)(3) Christian-based charity, we extend our gratitude for your consideration of this significant proposal. Our mission is to provide crucial support to individuals grappling with drug addiction, and we are poised to extend our impact within the community. We seek to acquire a property currently zoned as B-5, a site that boasts a notable history as a rehabilitation center. Our aim is to honor and revitalize this legacy by transforming this property into a center for recovery.

Although the existing B-5 zoning permits the operation of rehabilitation centers, it does not directly cater for the model that the city's pre-application committee has defined for our proposal. The committee designated our planned use as a "group facility." However, it's crucial to note that our intended model, which includes providing individual cottages within a supportive community, is essentially an evolution of the property's original purpose as a rehabilitation center.

The neighborhood has experienced considerable transformation in recent years, marked primarily by the departure of various businesses and car dealerships. This has left a number of properties vacant, disrupting community dynamics and leading to unfortunate instances of property misuse, as evidenced by the recent break-ins and vandalism at the property in question.

This shift in circumstances and the ensuing problems associated with vacant properties illustrate a material change in the neighborhood's conditions, fulfilling the necessary criteria for rezoning. They underscore the urgent need for the positive and productive use of such properties. Our proposed project aims to breathe new life into this vacant property, fulfilling a critical community need and actively mitigating the negative trends that have emerged recently.

The property's historical role as a rehabilitation center makes it ideally suited for our intended use. The existing structures and the neighborhood's familiarity with the property's function are significant advantages. We do not plan to construct new buildings; instead, we intend to renovate and repair the existing infrastructure to reverse the damage it has sustained and ensure the facility meets our standards for safety and comfort.

Looking at the broader context, our proposed facility responds to a pressing community need. The widespread effects of drug addiction impact individuals, families, and the wider community.

Our facility will provide a structured environment for recovery, serving as a beacon of hope for those striving to overcome addiction.

Moreover, our facility will significantly contribute to alleviating the strain on healthcare systems, law enforcement, and social services. It serves a dual purpose: providing vital resources for individuals on their journey to recovery and helping mitigate the broader social and economic issues associated with addiction.

In conclusion, the rezoning of this property to accommodate its use aligns with the property's history and responds to the evolving needs of our community. By transforming this vacant property into a center of recovery and hope, we can restore its function and contribute positively to the community.

We kindly request your support for this endeavor, as we remain steadfast in our commitment to enhancing the wellbeing of our community. Thank you for your time and consideration.

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.

Please see Exhibit for Written Answers.

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

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

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

If yes, please explain:

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

If yes, please explain:

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

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 30 vehicles, and
_____ ADA vehicle(s); with _____ loading spaces.

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

EXHIBIT A

For conditional use:

1. Yes or N/A, there are no listed use conditions in the Hattiesburg land code for group facility.
2. Upon rehabilitating the existing structures on the property, we can expect a reasonable increase in the usage of utilities such as water, electricity, and waste disposal systems. This increase will be proportional to the demand associated with any occupied property and should be comfortably accommodated by the existing municipal systems.

Moreover, our mission to transform this property into a recovery center will significantly benefit public facilities. By providing a structured environment for those battling drug addiction, we anticipate a decrease in emergency room visits, police encounters, and the strain on other social services often burdened by untreated addiction. Essentially, our services will work to alleviate the pressure on public facilities and resources, offering a supportive pathway to recovery for those in need. In terms of safety and community well-being, transforming the property into a recovery center will prevent it from remaining vacant, thus mitigating the potential for vandalism and other illicit activities. This proactive measure can help reduce the strain on law enforcement and community resources.

3. The size of the site is indeed well-suited for our proposed use as a recovery center. This conclusion is drawn not only from our careful assessment but also from the property's successful past utilization as a rehabilitation center by Pine Grove.

The property's existing layout, including individual cottages and common areas, aligns seamlessly with our intended model of providing a supportive living community for individuals on their journey to recovery. The individual cottages offer residents a level of privacy and personal space crucial for recovery, while the common areas facilitate community building, group therapy, and shared activities - all vital components of the recovery process.

Importantly, we have no plans to construct new buildings, as the existing structures adequately serve our needs. We will, however, undertake necessary updates and repairs to ensure the facility is safe, comfortable, and conducive to recovery. The size of the property allows for these renovations without necessitating any significant changes to the site's footprint.

In summary, the size and layout of the site are inherently conducive to its proposed use. The property's past successful operation under Pine Grove as a rehabilitation center further underlines its suitability. Our vision for the site is essentially an extension of its

historical purpose, optimally utilizing the existing structures and space to provide a much-needed service to our community.

4. Given the nature of the proposed use of the site as a recovery center, there will indeed be additional vehicle traffic associated with the facility's operation. This will mainly consist of staff arrivals and departures, deliveries of goods and supplies, and transportation for residents to and from their workplaces in the later stages of their recovery program.

While residents themselves will not have personal vehicles on-site, transport will be arranged as needed for work, medical appointments, and other necessary outings. However, it will be minimal impact on local traffic patterns.

It's important to mention that the property's previous use as a rehabilitation center implies that the local traffic infrastructure is already equipped to handle this level of activity. Moreover, our traffic will be spread throughout the day to avoid contributing to peak hour congestion. As for pedestrian traffic, given the nature of our program and the restrictions on residents' movement, we do not anticipate any significant increase.

In summary, while there will be some additional vehicle traffic due to the facility's operation, we anticipate it will be well within the capacity of the existing infrastructure, and we will take measures to minimize any potential impact on local traffic.

5. No
6. At its peak capacity, the recovery center anticipates hosting up to 65 individuals daily. This figure encompasses both employees working at the center and the men in the recovery program. This number aligns with the historical usage of the property when it functioned as a rehabilitation center under Pine Grove, thus we do not anticipate exceeding its previous maximum capacity.

Given the property's layout and previous function, there is ample parking available to accommodate the anticipated traffic without causing congestion or requiring any additional construction. The site boasts parking spaces in front of the individual cottages and adjacent to the main building, ensuring a smooth flow of vehicle movement.

In summary, while we anticipate a regular flow of individuals, both employees and those in recovery, the property is adequately prepared to handle this level of occupancy. Its prior successful operation as a rehabilitation center provides a valuable benchmark for our proposed use, and the existing parking facilities are more than sufficient to cater to our needs.

Dixie Motor Lodge, 408 Broadway Dr.

Statement of Significance

By: Russell Archer, Historic Preservation Planner



Narrative Description

Hattiesburg's former Dixie Motor Lodge sits alongside U.S. Highway 11 South, in a section now known as Broadway Drive, which serves as a primary corridor connecting U.S. Hwy 49 with Downtown Hattiesburg. Constructed in 1941, Dixie Motor Lodge originally consisted of fourteen brick buildings, including an administration (office) building, constructed on brick foundations and placed around a horseshoe-shaped landscaped courtyard. Each of the buildings for rent contained two lodging rooms with each room having a private bathroom. The guest cottages display Colonial style influences with symmetrical facades, stone window sills, pedimented gables above the entrance porches, and side-gabled roofs with pronounced eave returns. Each entrance porch is supported on decorative wrought iron brackets. Round louvred attic vents are placed at each gable end.

Historic photos and postcards indicate that the lodge site retains a moderately high level of integrity, especially with respect to the original layout. The most noticeable alterations include modern aluminum replacement windows, modern doors, and two of the original cottages have now been joined with a masonry connector to form a larger building. The joined units now have a deck and wheelchair ramp at the primary façade. Additionally, a substantial masonry privacy wall has been constructed at the front of the property that faces Broadway Drive, which entirely blocks the view of the site from the public right-of-way.

Historic Context

The Dixie Motor Lodge was constructed by brothers Max and Henry Mabel and officially opened for business on May 11th, 1941. Henry Mabel served as Manager and lived on site with his wife in the Administration building. The Mabel brothers both had extensive experience in lodging management. Most notably, Max had previously managed the Forrest Hotel in downtown Hattiesburg. In later years, the Mabel brothers and their families moved out of state and the Lodge was owned by local families, including Mr. & Mrs. Claude Pittman and Mr. & Mrs. Carter Gerald. By the 1980s, the property had ceased lodging operations and was being leased out as office space. In the early 2000's, Pine Grove Mental Health Services began leasing the site for specialized rehabilitation services and erected a tall masonry privacy wall at the front of the complex to restrict public viewing or access.

During the early years of the Dixie Motor Lodge, an additional motor court of a similar design, the Park Lane Hotel Cottages, existed nearby at the intersection of U.S. Highway 11 and W. Pine St. However, that complex was demolished and the site redeveloped by the 1970s. Additional

motor courts could be found on the outskirts of Hattiesburg, primarily along Highway 49 and Highway 11; however, none of those structures survive today.

The Dixie Motor Lodge is a rare and intact example of the typical “motor court” or “tourist court” arrangement of lodging that became very popular in the United States beginning in the mid-1930s, as roads improved and auto tourists sought out more refined roadside lodging. The motor court is a direct predecessor of the modern motel.

Despite the foregoing alterations, the Dixie Motor Lodge retains a sufficiently high level of integrity that merits listing on the National Register of Historic Places. It should also be noted that historic motor courts are extremely rare as a resource, in the State of Mississippi; therefore, this site is very likely to meet eligibility for “Mississippi Landmark” status.

In order to preserve this Hattiesburg landmark site and to protect its historic integrity, significant visual or structural alterations of the buildings and site are highly discouraged. Should questions arise or if assistance is needed, please feel free to contact the City’s Historic Preservation Planner.

A part and parcel of Lots 1, 2, 3, and 4, Block 80, of the D. D. McInnis Third Addition to the City of Hattiesburg, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, more particularly described as follows, to wit:

Commence at the Southwest corner of said Block 80, where the Northeast line of West Ashford Street (Emerald Lane) intersects the Northwest line of 32nd Avenue (Corrine Street); and run Northeast and along the Northwest line of 32nd Avenue for 110.00 feet to the Point of Beginning; thence run Northwest and parallel with the Northeast line of West Ashford Street for 384.3 feet to the Southeast right-of-way line of U.S. Highway No. 11; thence run North 46 degrees 24 minutes 25 seconds East and along the said Southeast right-of-way line for 31.0 feet; thence run Northeasterly along a curve to the right and along the said Southeast right-of-way line for 149.27 feet, said curve having a central angle of 06 degrees 08 minutes 28 seconds and a radius of 1392.69 feet; thence run Southeast and parallel with the Northeast line of West Ashford Street for 377.1 feet to the Northwest line of 32nd Avenue; thence run Southwest and along the Northwest line of 32nd Avenue for 180.0 feet to the Point of Beginning.

BEING SOMETIMES DESCRIBED AS FOLLOWS:

All of Block 80 of and according to the D. D. McInnis Third Survey or Addition to the City of Hattiesburg, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, which survey is a subdivision of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, LESS AND EXCEPT that portion thereof heretofore conveyed to the State Highway Commission of the State of Mississippi on January 31, 1938, as per Deed filed for record in the Office of the Chancery Clerk of Forrest County, Mississippi, in Land Deed Book 55 at Page 239; and also LESS AND EXCEPT 110 feet off the Northeast side of said Block and being more particularly described as beginning at Northeast corner of Block 80 where the Southwest line of Scooba Street intersects the Northwest line of 32nd Avenue, and run Southwest along the Northwest line of 32nd Avenue 110 feet; thence Northwest and parallel with Scooba Street to U. S. Highway No. 11 right-of-way; thence Northeast along the right-of-way of U.S. Highway No. 11 to the Northwest corner of said Block; thence Southeast along Scooba Street to the Point of Beginning; and LESS AND EXCEPT 110 feet off the Southwest side of said Block and more particularly described as beginning at the Southeast corner of Block 80 where the Northeast line of Ashford Street intersects the Northwest line of 32nd Avenue, and run Northeast 110 feet along the Northwest line of 32nd Avenue; thence Northwest and parallel to Ashford Street to U.S. Highway No.11 right-of-way; thence Southwest along the right-of-way of U.S. Highway No. 11 to the Southwest Corner of Block 80; thence Southeast along Ashford Street to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT all of the oil, gas and other minerals of like kind and character in, on and under the above-described property.

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

For and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, **C and B Company of Hattiesburg**, also known as C & B Company of Hattiesburg, a Mississippi corporation, Grantor, does hereby grant, bargain, sell, convey, and warrant, subject to the exceptions and reservations hereinafter set forth, unto **Clark Technologies, LLC, a Mississippi limited liability company**, Grantee, the unexpired term of a Sixteenth Section leasehold interest for a period of ninety-nine (99) years from February 4, 1947, as the same relates to the real property lying and being situated in the City of Hattiesburg, County of Forrest, State of Mississippi, described as follows, to-wit:

A part and parcel of Lots 1, 2, 3, and 4, Block 80, of the D. D. McInnis Third Addition to the City of Hattiesburg, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, more particularly described as follows, to-wit:

Commence at the Southwest corner of said Block 80, where the Northeast line of West Ashford Street (Emerald Lane) intersects the Northwest line of 32nd Avenue (Corrine Street); and run Northeast and along the Northwest line of 32nd Avenue for 110.00 feet to the Point of Beginning; thence run Northwest and parallel with the Northeast line of West Ashford Street for 384.3 feet to the Southeast right-of-way line of U. S. Highway No. 11; thence run North 46 degrees 24 minutes 25 seconds East and along the said Southeast right-of-way line for 31.0 feet; thence run Northeasterly along a curve to the right and along the said Southeast right-of-way line for 149.27 feet, said curve having a central angle of 06 degrees 08 minutes 28 seconds and a radius of 1392.69 feet; thence run Southeast and parallel with the Northeast line of West Ashford Street for 377.1 feet to the Northwest line of 32nd Avenue; thence run Southwest and along the Northwest line of 32nd Avenue for 180.0 feet to the Point of Beginning.

BEING SOMETIMES DESCRIBED AS FOLLOWS:

All of Block 80 of and according to the D. D. McInnis Third Survey or Addition to the City of Hattiesburg, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, which survey is a subdivision of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, LESS AND EXCEPT that portion thereof heretofore conveyed to the State Highway Commission of the State of Mississippi on January 31, 1938, as per Deed filed for record in the Office of the Chancery Clerk of Forrest County, Mississippi, in Land Deed Book 55 at Page 239; and also LESS AND EXCEPT 110 feet off the Northeast side of said Block and being more particularly described as beginning at the Northeast corner of Block 80 where the Southwest line of Scooba Street intersects the Northwest line of 32nd Avenue, and run Southwest along the Northwest line of 32nd Avenue 110 feet; thence Northwest and parallel with Scooba Street to U. S. Highway No. 11 right-of-way; thence Northeast along the right-of-way of U. S. Highway No. 11 to the Northwest corner of said Block; thence Southeast along Scooba Street to the Point of Beginning; and LESS AND EXCEPT

110 feet off the Southwest side of said Block and more particularly described as beginning at the Southeast corner of Block 80 where the Northeast line of Ashford Street intersects the Northwest line of 32nd Avenue, and run Northeast 110 feet along the Northwest line of 32nd Avenue; thence Northwest and parallel to Ashford Street to U. S. Highway No. 11 right-of-way; thence Southwest along the right-of-way of U. S. Highway No. 11 to the Southwest corner of Block 80; thence Southeast along Ashford Street to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT all of the oil, gas, and other minerals of like kind and character in, on, and under the above-described property.

This conveyance and the warranty hereof are subject to the terms and conditions of that certain Sixteenth Section Leasehold Contract by and between the Board of Supervisors of Forrest County, Mississippi, as Lessor, and Max M. Mabel as Lessee, for a term of ninety-nine (99) years dated February 4, 1947, of record in Land Deed Book 94 at Page 101 in the Office of the Chancery Clerk of Forrest County, Mississippi. This Lease is in fact an extension of a prior Lease from the Board of Supervisors of Forrest County, Mississippi, as Lessor, to T. P. Crymes as Lessee, for a term of fifteen (15) years dated October 5, 1937, of record in Land Deed Book 58 at Page 200 on file in the Office of the Chancery Clerk of Forrest County, Mississippi. The said Leases except all of the oil, gas, and other minerals and timber situated in, on, and under the above-described property.

This conveyance and the warranty hereof are further subject to all valid and existing easements, grants, or rights-of-way for public roads, streets and alleys, including the right-of-way of U. S. Highway 11, now Broadway Drive, and 32nd Street, now Corrine Street, and to any existing easements, grants, or rights-of-way for electric, telephone, telegraph, gas, water, drainage, sewerage, or similar utility purposes which affect or relate to the above-described property.

The premises situated on the above-described property have been inspected by the Grantee and are being conveyed to and accepted by it in their present condition.

The Grantor shall pay the 2004 ad valorem taxes on the above-described property; and the 2005 ad valorem taxes are being prorated as of the date of sale, with the Grantor paying its pro rata portion thereof to the Grantee.

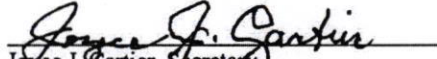
IN TESTIMONY WHEREOF, Witness the Signature of the Grantor by its undersigned duly authorized officers on this the 5th day of January, A.D., 2005.

C and B Company of Hattiesburg, a
Mississippi Corporation,
GRANTOR

By: 

Wesley Breland, President

Attests:


Joyce J. Cartier, Secretary

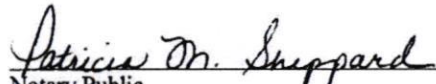
STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named Wesley Breland and Joyce J. Cartier, the President and Secretary respectively, of C and B Company of Hattiesburg, a Mississippi corporation, who acknowledged that they signed, executed, and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for and on behalf of and as the act and deed of C and B Company of Hattiesburg, a Mississippi Corporation, they being first duly authorized so to do.

GIVEN under my hand and official seal of office on this the 5th day of January,

A.D., 2005.


Notary Public

My Commission Expires:

June 23, 2006

Grantor's Address:

C & B Company of Hattiesburg
1308 1/2 West Pine Street
Hattiesburg, MS 39401
Phone: 601-545-1421

Grantee's Address:

Clark Technologies, LLC
147 Waterford Place
Hattiesburg, MS 39402
Phone: 601-583-2800

INDEXING INSTRUCTIONS:

Index in Lots 1, 2, 3, and 4, Block 80, D. D. McInnis Third Addition to the City of Hattiesburg, Forrest County, Mississippi.

THIS INSTRUMENT PREPARED BY:

② TRAVIS & TRAVIS
P. O. Box 590
Hattiesburg, MS 39403-0590
Phone: 601-582-5591

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED AND RECORDED
100839
2005 JAN -6 P 1:53
IN REC. BK. AND PAGE UNLESS
FILE NO. AS SHOWN
WITNESS MY HAND AND SEAL
Jimmy C. Howard
CLERK

SITE DIAGRAM





M/S United LLC



MLS United LLC



MLS United LLC





MES United LLC

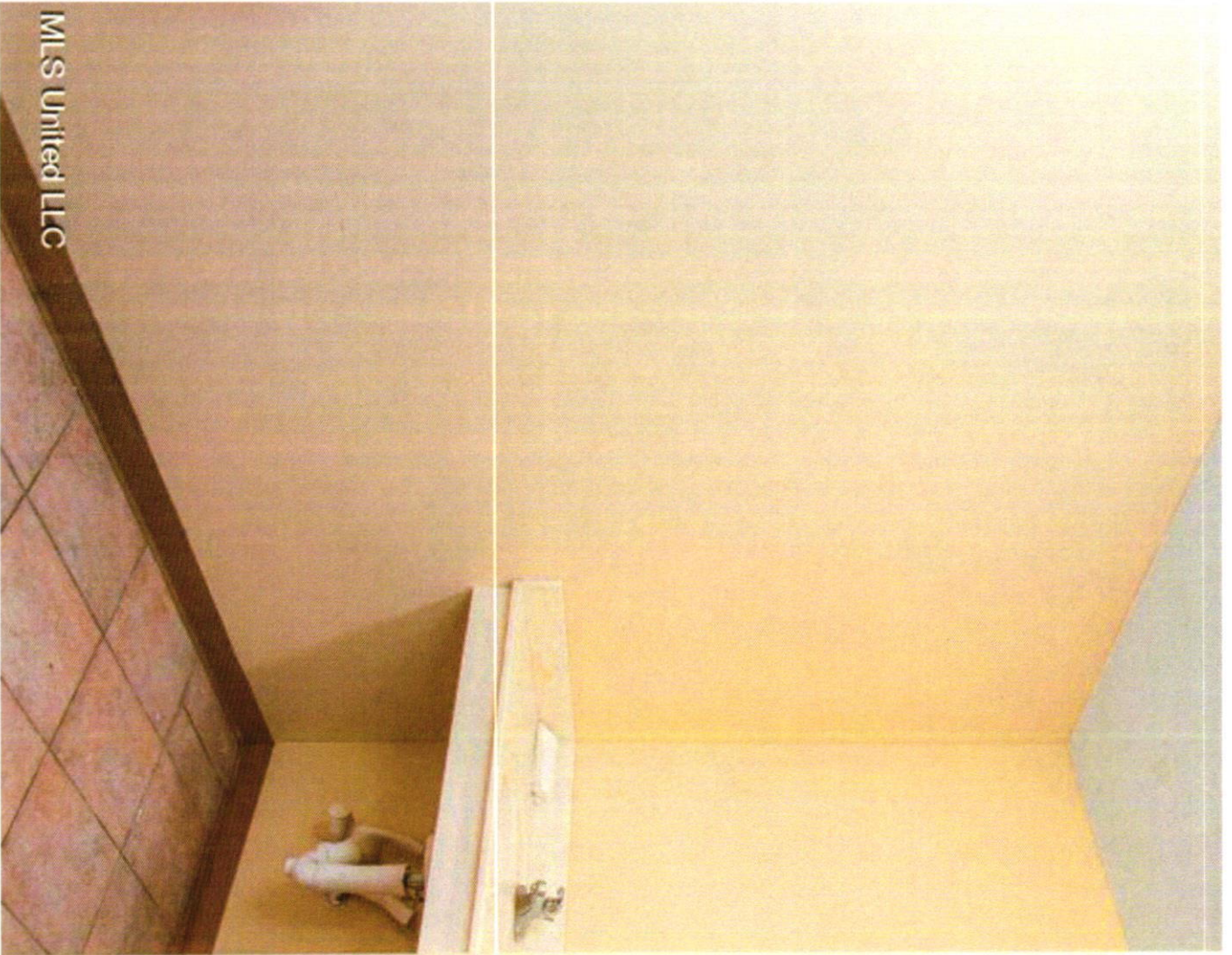


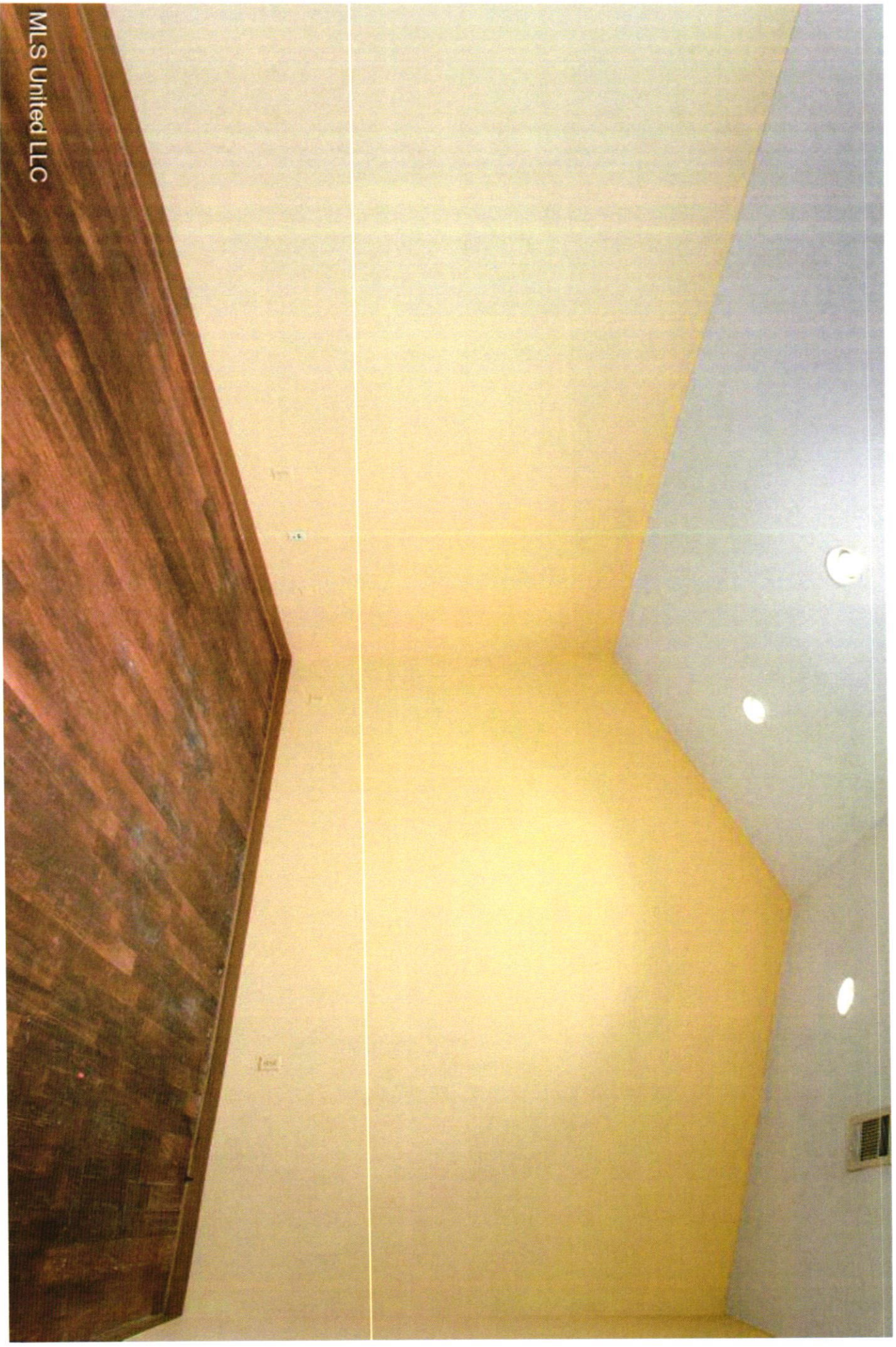
MLS United LLC





MLS United LLC

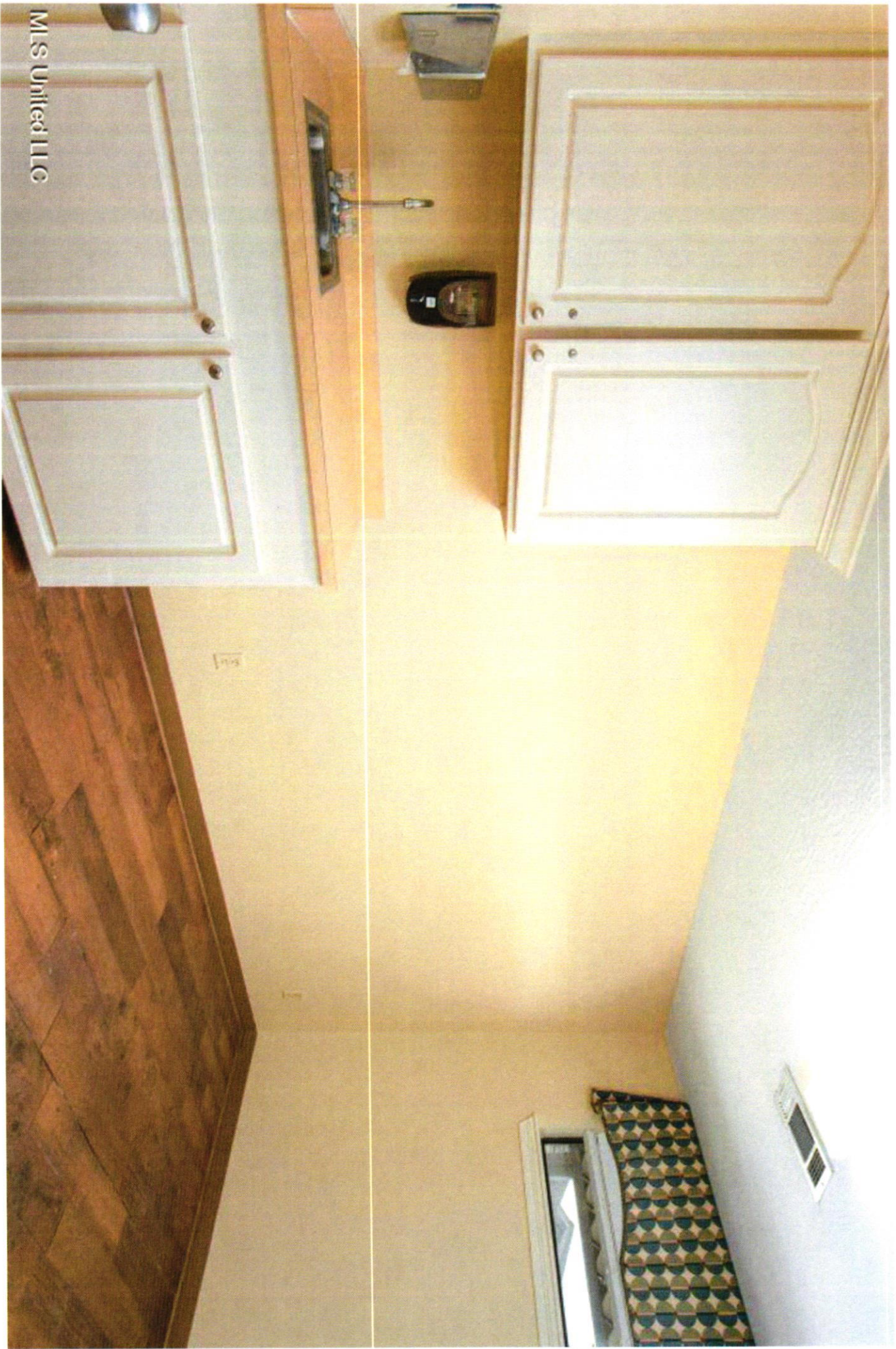




MLS United LLC



MLS United LLC



MLS United LLC



M/S United LLC





MES United LLC



MLS United LLC







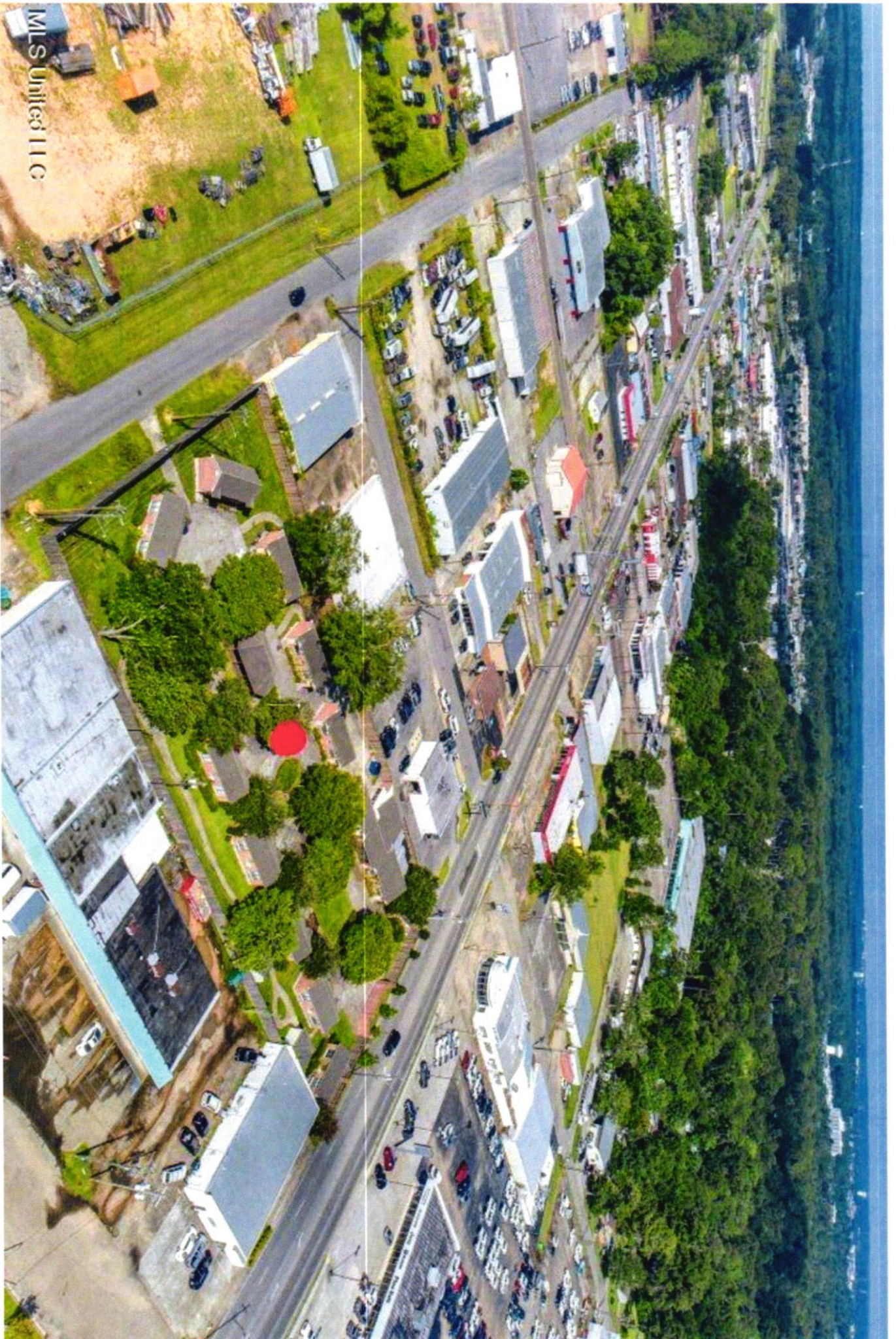
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M/S United LLC



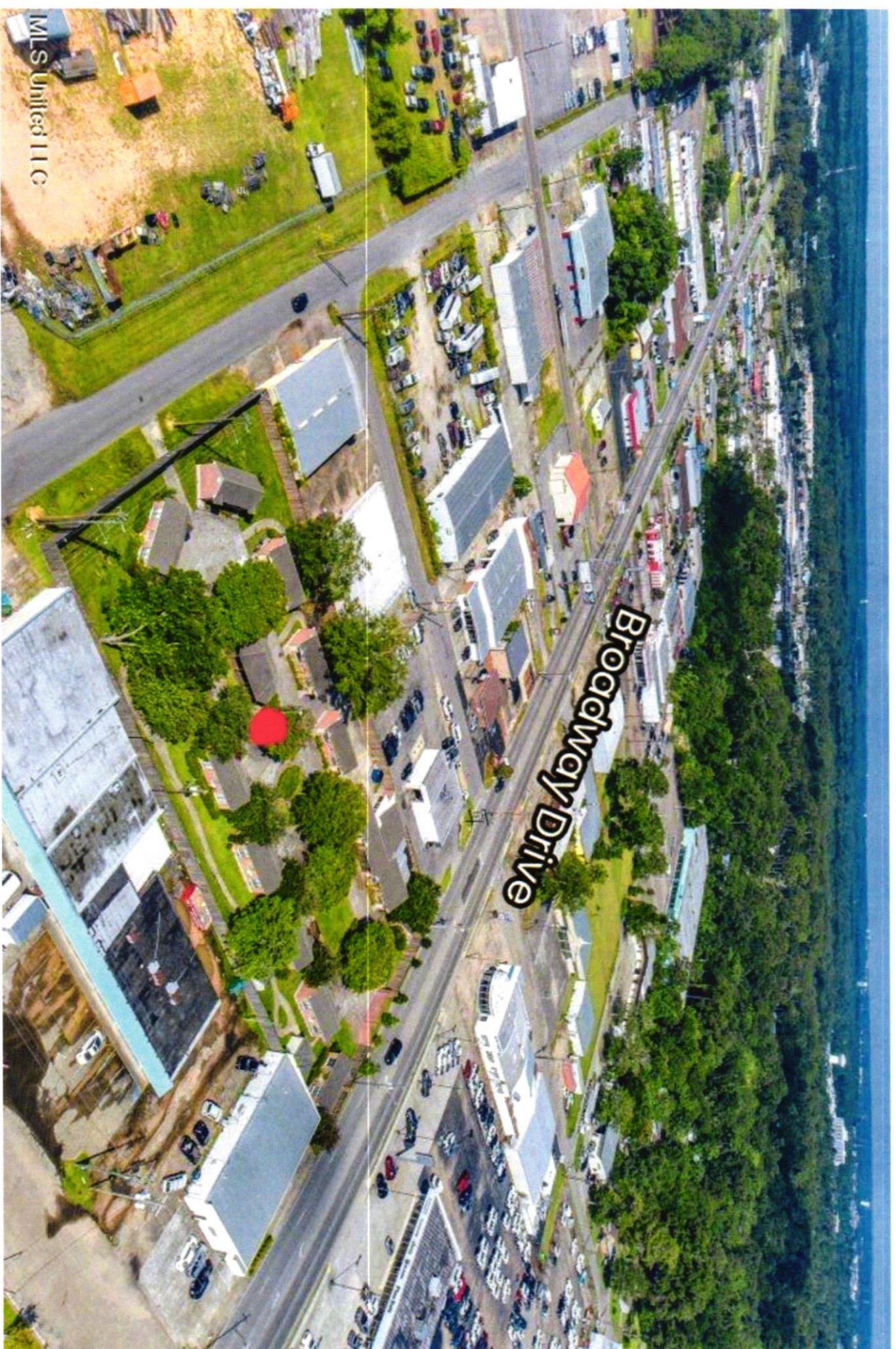
MES-United LLC



MLS United LLC

Broadway Drive

MLS United LLC



**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION**

August 2nd, 2023

Board Members Roll Call:

Members Present:

1. Amy Hinton, Vice Chair
2. Mark Miller, Chair
3. Rebekah Ray
4. Michael Dickerson
5. Rhoda Pickett
6. Elayne Lockett
7. Dick Conville
8. Charles Dawe (Online)

Members Absent:

1. Jeff Keyseear
2. Luke McNair
3. Charles Dawe
4. Carlos Wilson

Staff Present:

1. Nathan Satcher, Planner II
2. Jim Gladden, Esq.
3. Kevin Bates, Building Official
4. Cory Long, Planning Manager
5. Wiley Quinn, Director of Urban Development
6. Andrea Garcia, Planner I
7. Bri Hogge, Planning Office Manager.

Chair Miller declared the Hattiesburg Planning Commission meeting open and in session at 1:00 p.m.

AGENDA REVIEW

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

Motion:

Made by Commissioner Ray

Second:

Made by Vice Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Michael Dickerson (Online)	X		
Dick Conville	X		
Charles Dawe (Online)	X		

MINUTES REVIEW

For July 5th, 2023 minutes, Commissioner Ray made a motion to approve and Commissioner Lockett seconded this motion.

Motion:

Commissioner Ray

Second:

Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Michael Dickerson (Online)	X		
Dick Conville	X		
Charles Dawe (Online)	X		

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for July 1st, 2023.

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Senior Planner, and Cory Long, Planning Manager. Mr. Long stated that a Planning Report for 2023 has been under development. 143 Pre-Application and 69 Site Plans have been reviewed so far this year, and

there is an increase in items presented to Planning Commission in comparison with 2022. The number of items has decreased for Board of Adjustment. Mr. Long also made an announcement regarding Land Development Code updates as well as a special call meeting for BDBO project.

CHAIR'S REPORT

Chair Miller apologized for being absent in previous meeting and thanked Vice Chair Hinton for her hard work.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Erik M. Lowrey, petitioner, requests the renaming of “East Hardy Street” to “River Ave”, where East Hardy Street begins at the Leaf River and ending at the intersection of River Ave. The proposed renaming would connect to the existing River Ave that ends at the intersection of Newman Street. (Forrest, County, Ward 2).

Comments:

The planning staff introduced the case. Chair Miller opened the public hearing portion of the meeting. Mr. Erik Lowrey came to speak on behalf of the case. He provided some anecdotal stories from his past on his time spent on East Hardy when it was originally named River Ave. He provided a brief overview of the history of River Ave and why he believed the name had been changed to East Hardy. He noted that the original naming is still being used by many locals who experienced the road when it was known as River Ave. Mr. Lowrey also noted that there are issues with online mapping services, that often direct people to addresses on Hardy Street instead of to East Hardy Street, where renaming would resolve that issue.

Ms. Jannette Furry, past of Victory Church on East Hardy St, came to speak in favor of the proposal. She also shared that she still refers to it as River Ave and felt it was a better name for the street. She also expressed concern about the difficulty encountered with the delivery of packages, as they sometimes are delivered to properties on Hardy Street. Moreover, she stated that both she and the members of the church are in support of renaming the street.

Ms. Ursula Jones came to speak in favor as well. She too remembered when the street was known as River Ave and did not agree with the reason to change the name to East Hardy Street. She noted that with her involvement with the Hattiesburg Historical Society, people have trouble finding addresses from historic records on East Hardy Street because of the name change.

Chair Miller closed the public portion of the meeting. Commissioner Ray made the motion to approve the request for renaming “East Hardy Street” to “River Ave”, Commissioner Lockett seconded this motion.

Presented by:

Erik M. Lowrey

Proponents:

1. Jannette Furry
2. Ursula Jones

Opponents:

1. None

Motion:

Made by Commissioner Ray

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Michael Dickerson (Online)	X		
Dick Conville	X		
Charles Dawe (Online)	X		

Item B:

Bennett V. York, owner, and Ronald T. Blackwell, engineer, request approval for a preliminary plat for a major subdivision located along Cross Creek Parkway in Lamar County, Ward 3 (PPIN 7622, 38013; Parcel No.: 051M-11-011.000, 051M-11-011.011).

Comments:

The planning staff introduced the case. Chair Miller then opened the public hearing portion of the meeting, and asked for a history of the development and to explain how the proposed subdivision fits into the overall plan for the area from the petitioners. Price McWilliams from ClearPoint Engineers, presented the case on behalf of York Development (owner) and Ronnie Blackwell (Engineer from ClearPoint Engineers). He read a prepared statement, noting that some of the parcels in the development were not correctly subdivided through the City's subdivision process. He noted that the proposed plat would reflect the parcels that were not properly subdivided and sold in a manner that would not cloud the title of those parcels. He also noted that the proposed subdivision would then convey over the existing street "Market Place Dr." formally to the City of Hattiesburg, which is currently under private

ownership.

Chair Miller then asked again the petitioner if they could address the future of this site and how it will integrate into the existing development. Price responded that he was unable to, as he was only presenting on behalf of the petitioners since they were unable to join for the meeting. Chair Miller then closed the public hearing and noted the lack of information provided by the petitioner for the future of the area. Commissioner Conville then noted that he felt this was more or less housekeeping and this would help make the subdivision legal. Chair Miller noted he felt a little blind in making a decision without an idea of what the future plans were. Vice Chair asked if platting the subdivision would convey the street to the City with this subdivision, and staff answered in the affirmative.

Commissioner Conville noted that he did not see zoning being changed and should have an idea of what the final development would be based on the existing zoning. Chair Miller responded on the importance of clearly presenting a request. Commissioner Pickett then made a motion to table, seconded by Lockett. All present voted in favor of tabling the request.

Presented by:

Price McWilliams

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Pickett

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Michael Dickerson (Online)	X		
Dick Conville	X		
Charles Dawe (Online)	X		

Item C:

Ken Thronson, applicant, and John Guice, applicant, request a rezoning of the property located at 408 Broadway Drive from a B-5, Regional Business to a B-3, Community Business. The applicants also request a conditional use for a “Group Care Facility/Home” in a B-3, contingent upon the approval of the rezone request for the same property (PPIN 21766, Parcel No.: 2-038D-16-026.00, Forrest County, Ward 4).

Comments:

The planning staff introduced the case. Chair Miller noted that the commission is cautious of what may be considered “spot zoning” and that the petitioner should keep that in mind. He also noted that they are not arguing the value of the particular use and the first decision is solely on the zoning change. Ken Thronson presented the case. He noted that Pine Grove was previously there and feels their use is similar to how they operated, in they would operate as a men’s addiction rehabilitation program. He noted they filed the request as a “group care facility” by staff’s recommendation in the Pre-Application meeting. He provided details on how their organization functions, noting they are faith-based. Men would come in and work and go through a series of programs, including bible studies and life-skill programs. He noted they would also partner with PRCC in providing marketable skills that they could use to make a living with. Mr. Thronson shared that they are not a homeless shelter, but rather about making productive citizens through their programs. He provided statistics on drug use but did not provide his sources. He stated that once men are in, it is not a come-and-go program and that they must stay for 6 months before they can leave.

Commissioner Ray asked about the intention of the buildings, referencing the historic importance of the structure and memo provided by Russell Archer, Historic Planner for the City of Hattiesburg. Thronson noted they planned on renovating the interiors of the buildings only. Commissioner Conville asked on how he received the men for the programs. Thronson noted they come through court and alcohol and drug programs.

John Guice, attorney and representative of Mr. Thronson, noted that the property is currently zoned for a rehabilitation center and that is what they felt they should have been classified as. He noted the other classifications in the code of “Group Care Home” and “Group Care Facility” and did not feel this met the criteria for a “Group Care Home.” He viewed the use more as a “group care facility”, if it was not going to be classified as a rehabilitation center. He noted that he felt that this would be a good use of the historical property. Chip Glenn, realtor for Mr. Thronson, spoke in favor of the requests. He noted that one of the structures on site had burned while the property sat vacant. He also shared this would lead to the restoration of the historic site.

Tommy Teepell, owner of Grin Coffee at 415 Broadway Drive, spoke in opposition to the request. He noted his history on Broadway as a business owner and when he originally opened on Broadway in 2018, and how it had become a corridor for vagabonds and drug users. He noted he recently opened a new shop on Broadway and it has become a destination coffee shop and hoped that the entire corridor would become a destination corridor. He noted he was not opposed

to Mr. Thronson's Ministry, but opposed to what he felt was a half-way house coming in on Broadway. He shared that in order for the corridor to improve, more businesses that bring in traffic need to open. He shared that the proposed property at 408 Broadway Drive is a beautiful property and should not be walled off to the public.

Wyche McMullan, property owner on Broadway Drive, spoke in opposition to the request. He noted inconsistencies with the intended use of the property from discussions with Mr. Thronson, and raised concerns towards that. He noted that he believed the City had planned to invest in this corridor, and did not feel that this would be the best direction for the property with the proposed plans for Broadway Drive. Todd Jackson, of the Area Development Partnership, spoke in opposition to the request. He noted his concerns with the collective vision for Broadway Drive and his role in economic development, did not feel that bringing this use to Broadway Drive is a step in the right direction for this corridor. Andrea Saffle, the representative of the Hattiesburg Historic Downtown Association, spoke in opposition to the request. She reiterated the points that Tommy and Todd previously made. She felt that a true plan for the Broadway Corridor should be considered.

Mr. Thronson provided a rebuttal and noted that if there were any questions on how they operated, they should visit their website. He also firmly stated that he believed he was operating in the same way as Pine Grove and is not a halfway house or group home. He reiterated that this was not a come-and-go operation and men would stay there for 6-8 months before returning to their communities. Chair Miller then closed the public hearing portion of the meeting.

Commissioners then asked for clarification on the definitions of the various uses mentioned throughout the meeting. Staff provided definitions from the Land Development Code and why they were classified as a "Group Care Facility". Commissioner Hinton asked for further clarification on different uses and why staff had not considered other classifying them for other uses that were permitted with conditions. Mr. Long shared that during the Pre-Application consultation, staff advised the applicant that the city had classified them as a "group care facility" and the applicant did not appeal that decision, and continued on with the application process for the conditional use where they were classified as a "group care facility."

Commissioner Hinton asked if staff would consider revisiting the classification of the proposed business, as a zoning change is a much bigger concern than placing conditions on a specific use. Commissioner Conville noted that the city should avoid piecemeal development along Broadway Drive and it should be addressed through a larger comprehensive plan, not a singular zoning change. Commissioner Ray questioned whether the applicant had considered other locations, as there are quite a lot of vacant B-3 zoned properties. Commissioner Hinton noted that she felt the zoning change did feel as though they were "spot zoning" and made a motion to deny the petition to rezone the property. Commissioner Pickett then seconded the motion.

Commissioner Dickerson then asked for further clarification on the use and if medical professionals were administering medication would that change their use? Staff responded that an additional Pre-Application would be needed before they could do that. A roll call vote was

then conducted.

Presented by:

Mr. Ken Thronson and Mr. John Guice.

Proponents:

1. Chip Grenn

Opponents:

1. Tommy Teepell
2. Wyche McMullan
3. Todd Jackson
4. Andrea Saffle

Motion:

Made by Vice Chair Hinton

Second:

Made by Commissioner Pickett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Michael Dickerson (Online)	X		
Dick Conville	X		
Charles Dawe (Online)			Recused from discussison

The request for conditional use for a “Group Care Facility” in a B-3 was not voted on, as it was contingent upon approval of the rezoning request for the property and therefore could not be heard.

OTHER BUSINESS

No items were presented as other business.

Adjournment:

The meeting was adjourned at 2:12 p.m.

Motion:

Made by Commissioner Pickett

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Jeff Keysear (Online)	X		
Dick Conville	X		
Charles Dawe			Not present for vote

Mark M. Miller, Chair

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc:
Date: Tuesday, August 22, 2023
Re: Approve or Deny the request of Denzel Stewman for conditional lien amnesty for property located at 307 Klondyke Street pursuant to Miss. Code Ann. Section 21-19-12.
File Number: 2023-567
Minute Book #

Summary

Recommendation Statement

I recommend approval of lien amnest request for property located at 307 Klondyke Street.

Please place this on the August 22, 2023 City Council meeting for consideration.



User Name: Randy Pope

Date and Time: Monday, August 14, 2023 2:20:00PM CDT

Job Number: 203504550

Document (1)

1. [Miss. Code Ann. § 21-19-12](#)

Client/Matter: -None-

Search Terms: 21-19-12

Search Type: Natural Language

Narrowed by:

Content Type
Statutes and Legislation

Narrowed by
Content Type: Codes

Miss. Code Ann. § 21-19-12

Current with 2023 Regular Session legislation effective July 1, 2023. The final official version of the statutes affected by 2023 legislation will appear on Lexis Advance and Lexis+ in the fall of 2023.

Mississippi Code 1972 Annotated > Title 21. Municipalities (Chs. 1 — 47) > Chapter 19. Health, Safety, and Welfare (§§ 21-19-1 — 21-19-69)

§ 21-19-12. Lien amnesty for nonprofits and others interested in developing blighted real estate.

(1) The governing authority of any municipality may forgive liens imposed on real property for the costs, fines, penalties and other assessments associated with the municipality's cleaning of real property pursuant to [Section 21-19-11, Mississippi Code of 1972](#), subject to the following:

- (a) The real property must be in a blighted condition if it has been vacant and in a deteriorated condition which necessitated the municipality's imposition of a lien in order to correct specific code violations.
- (b) The liens imposed by the municipality must have been in existence and declared uncollectible for a period of at least two (2) years.
- (c) The real property must be purchased by a nonprofit entity or for-profit developer and converted from its blighted condition. For purposes of this section, "nonprofit" entity means an association, organization, or corporation which is a nonprofit organization in accordance with [Section 501\(c\) \(3\) of the Internal Revenue Code](#) and provides proof of its tax exempt status. "For-profit developer" means an individual partnership or corporation other than the real property's owner who purchases property considered to be in blighted condition and converts it to productive use.
- (d) The nonprofit entity or for-profit developer must have obtained the blighted estate for a sum not exceeding seventy percent (70%) of the real estate's appraised value.

(2) The for-profit developer or nonprofit entity must file an application with the municipality seeking lien amnesty. The application must include the following:

- (a) The contract of sale;
- (b) Appraisal reports from two (2) reputable real estate appraisers; and
- (c) Plans for the real estate's development and anticipated use.

(3) The for-profit developer or nonprofit entity may be granted conditional lien amnesty and allowed eighteen (18) months to develop the blighted real property. For good cause shown, the municipality may allow the for profit developer or nonprofit entity an additional six (6) to twelve (12) months to develop the blighted property.

(4) If the blighted property remains undeveloped after eighteen (18) months and the municipality has not extended the period for development of the real estate, the nonprofit entity or for-profit developer must pay the principal amount of the municipality's lien plus interest at the rate of eight percent (8%) per annum.

(5) If the nonprofit entity or for-profit developer desires to sell or dispose of the real property prior to its development, the nonprofit entity or for-profit developer must first obtain the municipality's approval. If the municipality approves the sale or disposal of the real estate prior to development, the nonprofit entity or for-profit developer shall pay the principal amount of the lien on or before the closing date of the sale unless a

subsequent purchaser of the blighted real property has applied for and been granted conditional lien amnesty.

(6) If a for-profit developer or nonprofit entity sells or disposes of the real property prior to development from its blighted condition without the municipality's approval, then the for-profit developer or nonprofit entity shall be liable to the city for the principal amount of the lien plus interest at the rate of eight percent (8%), and a penalty of One Thousand Five Hundred Dollars (\$1,500.00) will also be assessed against the developer.

(7) Conditional lien amnesty may not be sold, conveyed, transferred or assigned.

(8) No lien imposed upon real property pursuant to the provisions of [Section 21-19-11](#) shall be finally released until real property in a blighted condition has been developed according to plan.

History

[Laws, 2002, ch. 375, § 1](#); [Laws, 2004, ch. 327, § 1](#), eff from and after July 1, 2004.

Mississippi Code 1972 Annotated
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End of Document

BUSTIN LAW FIRM

6641 US Highway 98 Suite 202
Hattiesburg, Mississippi 39402
Telephone (601) 268-6551
cbustin@netdoor.com

Carol Ann Estes Bustin
Attorney At Law

April 28, 2023

Moran Pope, City Attorney
Wiley Quinn, City Code Enforcement Director
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Re: 307 Klondyke Street, Hattiesburg, MS PPIN 021240

Dear Mr. Pope and Mr. Quinn:

Please consider this my formal application on behalf of my client Denzel Stewman for Lien Amnesty pursuant to Miss. Code Ann. §21-19-12 regarding the above-described property. At this time, the City of Hattiesburg has a Condemnation and Cleanup lien on said property.

Woodmark Investments, LLC purchased the subject property for delinquent 2015 *ad valorem* taxes and obtained title via tax sale deed on October 25, 2019. My client purchased the property and received title via quitclaim deed dated November 6, 2019. Although the City of Hattiesburg had already voted to place the Condemnation And Cleanup lien on the property at the time of my client's purchase (and had recorded same in the deed land records), the extra assessment did not yet appear on the tax rolls; my client did not realize there was an assessment from the City.

Mr. Stewman is a 30-year-old long-term resident of downtown Hattiesburg and lifelong Mississippi native. He is an IT specialist and has been an active recruiter of IT employees locally for his former employer. He is currently an IT system administrator for higher education.

Mr. Stewman has been engaged in the purchase and rehabilitation of properties within the City of Hattiesburg for 7 years. While it is not his full-time employment, he is passionate about these projects in his spare time to improve our community, especially the under-resourced area where he lives. Mr. Stewman desires to contribute to the restoration of downtown Hattiesburg.

My client is asking the City to grant amnesty regarding the subject lien. Without amnesty, he will not be able to continue ownership of the subject property, and it will probably remain an eyesore. The current City assessment *far* exceeds the value of the subject property.

Mr. Stewman intends to create a landscaped park space for community use with recreation, seating and multi-parking. With his improvements, the subject property will improve

Mr. Pope and Mr. Quinn
April 28, 2023
Page Two

the community aesthetically, will create a useful community space, will improve the value of the surrounding properties thus increasing the City's tax base, and will improve the value of the subject property thus increasing the City's tax base.

As required by statute, attached please find a copy of the following:

- a. The Contract For Sale and a receipt (Exhibit A);
- b. Appraisal of the property per County tax assessment and per online reports indicating a property value of about \$1500.00 (Exhibit B); and
- c. My plans for anticipated use of the subject property (Exhibit C).

Mr. Stewman and I look forward to meeting with the City Council as soon as convenient to discuss this matter further.

Sincerely,



Carol Ann Bustin

CAEB/bb

Enclosures

CONTRACT FOR DEED

Property: Tax Parcel 2-030M-11-041.00 (PPIN 21240), also known as 307 Klondyke St, Forrest County, MS

Seller shall quitclaim the interest in the Property acquired at the August 2016 tax sale when Seller has received payment in full.

Purchase Price and Payment Terms:

\$500, plus \$250 "closing costs" as reimbursement for tax deed and quitclaim deed filing fees and related administrative costs, plus interest computed herein at a rate of 0.5% per month payable as follows: seven (7) equal monthly payments of \$100 beginning March 15, 2019 and ending September 15, 2019, plus a final payment of \$66 due October 15, 2019.

An additional 3% will be added to payments made by credit card to cover Visa/MasterCard/Amex fees.

Payment is DUE the 12th of the month. If payment is RECEIVED after the 17th of the month, Buyer must pay a Late Fee of \$40. Separately, Buyer will be charged \$20.00 for checks returned for insufficient funds. All payments should be made to Seller at the following address:

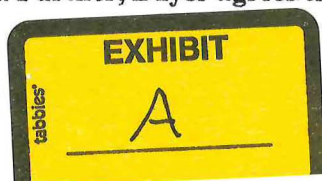
Viking Investments
PO Box 321
Jackson, Mississippi 39205
601-326-1639

Agreement: Buyer agrees to purchase and Seller agrees to convey by quitclaim all of Seller's interest in the Property described above acquired at the August 2016 tax sale in accordance with this Contract. Buyer obtains mineral rights.

Taxes and Liens: Buyer shall be responsible for any lis pendens, outstanding property assessments, back and/or current property taxes, liens, judgments, encumbrances, deficiencies or other items existing and/or of record. Buyer understands that 2016 and subsequent years' taxes, interest and penalties remain unpaid and are the responsibility of Buyer. Buyer agrees to pay 2016 taxes before August 15, 2019 and 2017 taxes before August 15, 2020. If Buyer fails to pay any ad valorem taxes on the Property in accordance with this Agreement Buyer will be in default of Contract and will be subject to the terms spelled out in the Default Provision of the Contract.

DS By initialing here you acknowledge your obligation in regards to taxes.

Default: The first payment must be on time and in full or this Contract may be cancelled by Seller. Thereafter, if payment is RECEIVED more than 5 days past due, Buyer agrees to pay a late charge of \$40. If Buyer fails to make any payment due hereunder (or under any other contract between Seller and Buyer relating to a separate property) within 30 days of the due date thereof, Seller shall have the right to (1) collect any rents or other amounts payable to Buyer from any tenant or purchaser of the Property, (2) terminate Buyer's rights under this Contract (in which event Buyer shall forfeit all payments and become a tenant at sufferance of Seller with rent thereafter due for any time Buyer remains in the Property in an amount equal to two times the principal and interest payment provided for prior to the default, and any then unpaid principal and interest payments shall be considered rent due and not principal or interest and any payments thereafter made by Buyer shall be considered payments of rent), and (3) declare the entire unpaid principal and interest at once due and payable. In the event of default, Buyer shall also be liable for and agrees to pay all costs of collection and enforcement, including, but not limited to, reasonable attorney's fees for the services of counsel employed to collect the amounts due hereunder or to enforce any provision hereof. Further, Buyer agrees that, with receipt of notice, Buyer will vacate the Property within three days.



Warranties: Seller and Buyer acknowledge that this is an "As is", "Where is" sale, and Seller has not made and makes no warranties or representations regarding the Property, express or implied, including, without limitation, its habitability, condition or fitness for any particular use or purpose or merchantability of title. Buyer agrees if the full purchase price is paid in accordance with this Contract, the Property shall be quitclaimed by Seller and accepted by Buyer in an "As is" condition on the closing date.

Maintenance & Repairs. Buyer shall maintain and make repairs to the Property, including maintaining the lawn and landscaping, and shall keep the Property clean and free of debris.

Arbitration. BY EXECUTING THIS AGREEMENT, THE PARTIES HERETO AGREE THAT EXCEPT AS PROVIDED IN THE NEXT PARAGRAPH, ANY DISPUTE RELATING TO OR IN RESPECT OF THIS AGREEMENT (INCLUDING THE AGREEMENTS AND ADDENDA FORMING PART OF THIS AGREEMENT), ITS NEGOTIATION, EXECUTION, PERFORMANCE, SUBJECT MATTER, OR ANY COURSE OF CONDUCT OR DEALING OR ACTIONS UNDER OR IN RESPECT OF THIS AGREEMENT, SHALL BE SUBMITTED TO AND RESOLVED EXCLUSIVELY PURSUANT TO ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. SUCH ARBITRATION SHALL TAKE PLACE IN HINDS COUNTY, MISSISSIPPI. DECISIONS PURSUANT TO SUCH ARBITRATION SHALL BE FINAL, CONCLUSIVE AND BINDING ON THE PARTIES. UPON THE CONCLUSION OF ARBITRATION, THE PARTIES MAY APPLY TO ANY COURT OF COMPETENT JURISDICTION TO ENFORCE THE DECISION PURSUANT TO SUCH ARBITRATION. THE PREVAILING PARTY IN ARBITRATION SHALL BE ENTITLED TO RECOVER REASONABLE COSTS AND ATTORNEYS FEES FROM THE OTHER PARTY. EXCEPT AS PROVIDED IN THE NEXT PARAGRAPH, THE PARTIES HERETO HEREBY WAIVE AND SHALL NOT SEEK JURY TRIAL IN ANY LAWSUIT, PROCEEDING, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER LITIGATION OR DISPUTE UNDER OR IN RESPECT OF THIS AGREEMENT.

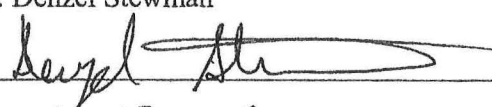
PROVIDED, BUYER AGREES THAT SHOULD BUYER DEFAULT HEREUNDER AND BECOME A TENANT AT SUFFERANCE PURSUANT TO THE DEFAULT PROVISIONS OF THIS AGREEMENT OR IF BUYER SHOULD DEFAULT UNDER ANY NOTE OR DEED OF TRUST EXECUTED IN CONNECTION WITH THIS AGREEMENT, SELLER SHALL HAVE THE RIGHT TO FORECLOSE AND TO EVICT AND REMOVE BUYER PURSUANT TO ANY AVAILABLE MEANS INCLUDING EVICTION IN JUSTICE COURT AND WRONGFUL ENTRY AND DETAINER IN COUNTY OR CIRCUIT COURT, WITHOUT SELLER HAVING TO AVAIL ITSELF OF ARBITRATION.

This Contract comprises the entire agreement of the Seller and the Buyer, and it is agreed that no other representation or agreements have been made or relied upon. Additionally, until a signed contract and good funds representing the initial payment have been received by Seller, Seller reserves the right to cancel this agreement. **All sales are final.**

Seller: Viking Investments

Buyer: Denzel Stewman

By: _____

By:  _____

Date: _____

Date: 3-13-19

ts / *DS*

Print the name(s), SSN, addresses, and telephone number (with area code) of Buyer below:

Full Name(s): Denzel Stewman

SSN: 426 - 75- 4478

Physical Address: 102 Gay Ave city: Hattiesburg st: MS zip: 39401

Mailing address (if different from above): _____

Telephone Number: (601) 870-3536

Email Address: Deestewman@gmail.com

Upon payment in full, a quitclaim deed for the property will be prepared and delivered to the county Chancery Clerk for filing. *The county requires a physical address in the body of the quit claim deed.* Is the above information what we should use for the deed? (yes or no) yes

If not, please provide that information: _____

Full Name(s): _____

Physical Address: _____

City, State: _____ Zip : _____

Telephone Number: _____

PLACE OF EMPLOYMENT OR CURRENT EMPLOYER

NAME: Savilinx, LLC # Years Employed 7 months

LOCATION: Hattiesburg, MS

POSITION or TITLE: System Admin

PHONE NUMBER: (601) 475-8454

SUPERVISOR (if applicable): N/A

DISCLOSURES:

TAX DEED CONVEYANCE – Per § 27-45-23 of Mississippi Code... “shall vest in the purchaser a perfect title with the immediate right of possession to the land sold for taxes. No such conveyance shall be invalidated in any court except by proof that the land was not liable to sale for the taxes, or that the taxes for which the land was sold had been paid before sale, or that the sale had been made at the wrong time or place...” or that prior parties of interest, which include mortgage companies, were not provided proper notice of a pending maturity. **While a tax deed conveyance is considered "perfect title" it is not free and clear title and may be subject to disputes or claims raised by prior owners of record, heirs, mortgage companies, etc. Seller has made effort to contact prior owner to determine that they have abandoned the property. We are sometimes not able to locate prior owners and we do not warrant against conditions that could result in the cancellation of a tax deed. To eliminate the potential risk of a former owner or lender attempting to get the property back, we recommend the filing of a lawsuit to confirm title. We advise you to seek legal counsel for any questions or concerns you may have regarding this title or transaction.**

DS By initialing here you acknowledge the above statement regarding title.

Signature of Buyer: Denzel Stewman Date 3-13-19

VIKING INVESTMENTS
119 S PRESIDENT ST
JACKSON, MS 39201

03/15/2019 14105157
MID: 000000004255130
TID: 06767751
434554522689

CREDIT CARD
VISA SALE

CARD: XXXXXXXXXXXXX2778
INVOICE 0014
Batch #: 000901
APP Code: 125109
Entry Mode: Manual
Mode: Online
Avs Code: NYZ

SALE AMT \$103.00

CUSTOMER COPY



Property Link

FORREST COUNTY, MS

Current Date 2/28/2023

Tax Year 2022

Records Last Updated 2/28/2023

PROPERTY DETAIL

OWNER STEWMAN DENZEL
1016 ELIZABETH AVE

HATTIESBURG MS 39401-0000

ACRES : **NA**
LAND VALUE : 1530
IMPROVEMENTS : **NA**
TOTAL VALUE: 1530
ASSESSED : 230

PARCEL 2-030M-11-041.00
ADDRESS 307 KLONDYKE STREET

TAX INFORMATION

YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	15.07	0.00	15.15
CITY	12.22	0.00	12.28
SCHOOL	15.20	0.00	15.28
TOTAL	42.49	0.00	42.71 .50% Penalty

LAST PAYMENT DATE **NA****TAXES DELINQUENT PRIOR YEAR****MISCELLANEOUS INFORMATION**

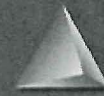
EXEMPT CODE		LEGAL LT 7 BLK 8
HOMESTEAD CODE None		PREV #:H0624-08-005
TAX DISTRICT 1110		MCINNIS D D 2ND ADD
PPIN 021240		
SECTION 11		
TOWNSHIP 04N		
RANGE 13W		B 1325 P 0667 11/13/2019

Book 1325**Page** 0667**PURCHASE COUNTY TAX SALE FILES****TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2021	STATE OF MISSISSIPPI	NOT REDEEMED
2020	401(K) RMF FUNDING LLC	NOT REDEEMED
2019	STATE OF MISSISSIPPI	NOT REDEEMED
2018	STATE OF MISSISSIPPI	8/11/2020 DENZEL STEWMAN
2017	STAMP HOUSE HOLDINGS LLC	5/18/2020 DENZEL STEWMAN
2016	SHO LLC	8/14/2019 DENZEL STEWMAN
2015	WOODMARK INVESTMENTS LLC	NOT REDEEMED
2014	DOUGLAS WINSTON	NOT REDEEMED

[View Appraisal Record](#)[Back](#)

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date 3/ 1/2023

Tax Year 2022

PARCEL 2-030M-11-041.00
PPIN 021240
OWNER NAME
OWNER ADDRESS
PROPERTY ADDRESS
PROPERTY IS VACANT (Y/N) Y
FIELD WORK BY CH DATE: 1/ 1/1982
CLASSED BY CH DATE: 1/ 1/1982
REVIEWED BY TC DATE: 3/25/2020
REALTOR CODE

APPRAISAL INQUIRY

ALT PARCEL NUMBER 243 -0624-008-005.00

SKETCH 1 [VIEW 01](#)

STEWMAN DENZEL

102 GAY AVE

HATTIESBURG MS394010000

307 KLONDYKE STREET

LEGAL DESCRIPTION

1

LT 7 BLK 8

2

PREV #:H0624-08-005

Block 008 Section 11 Township 04N Range 13W

Book 1325 Page 0667 Type QCD Date 11/13/2019

Book 1325 Page 0007 Type TXD Date 10/25/2019

Book 0878 Page 060 Type QD Date 1/11/2002

Book 746 Page 315 Type Date 2/12/1996

LOT INFORMATION

LOT CODE 0624 LOT SIZE 50.0 X 160 LOT VALUE 1530

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
0624	50.00	160	30.00	9	1.02	1.00		30.60	1530	1

ACRE INFORMATION

ACRES	TYPE	QUAL	CLASS	PRICE	CODE	UNCULTIVATED	CODE	PRICE	ADJ. %	DESCRIPTION	APPRAISED	MARKET
*** NO ACREAGE INFO ***												

ACREAGE VALUE OVERALL VALUE 1530

LAND USE CODE CLASS 1 1110 ONE FAMILY UNIT

LAND USE CODE CLASS 2 1110 ONE FAMILY UNIT

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
*** NO BUILDING INFO ***				

TOTAL PARCEL VALUE 1530

[View Tax](#)[Back](#)



Sign in

For Sale



Hattiesburg

142 results

Popular:



19 hours

\$199,000

3 bds | 2 ba

101 E Lake

COLDWELL BANKER



1 day on Zillow

\$249,900

3 bds | 2 ba

4404 Oak

VINES REALTY



2 days on Zillow



1 of 1

-- bd -- ba 927 sqft

307 Klondyke St, Hattiesburg, MS 39401

west

Back

Off market Zestimate®: None

? Rent Zestimate®: **\$1,125**

2021 assessed: **\$1,530**

Est. refi payment: \$9/mo

\$ Refinance your loan

Home value Owner tools Home



ZILLOW HOME LOANS

Get pre-qualified for a loan

At Zillow Home Loans, we can pre-qualify you in as little as 3 minutes with no impact to your credit score.

Start now

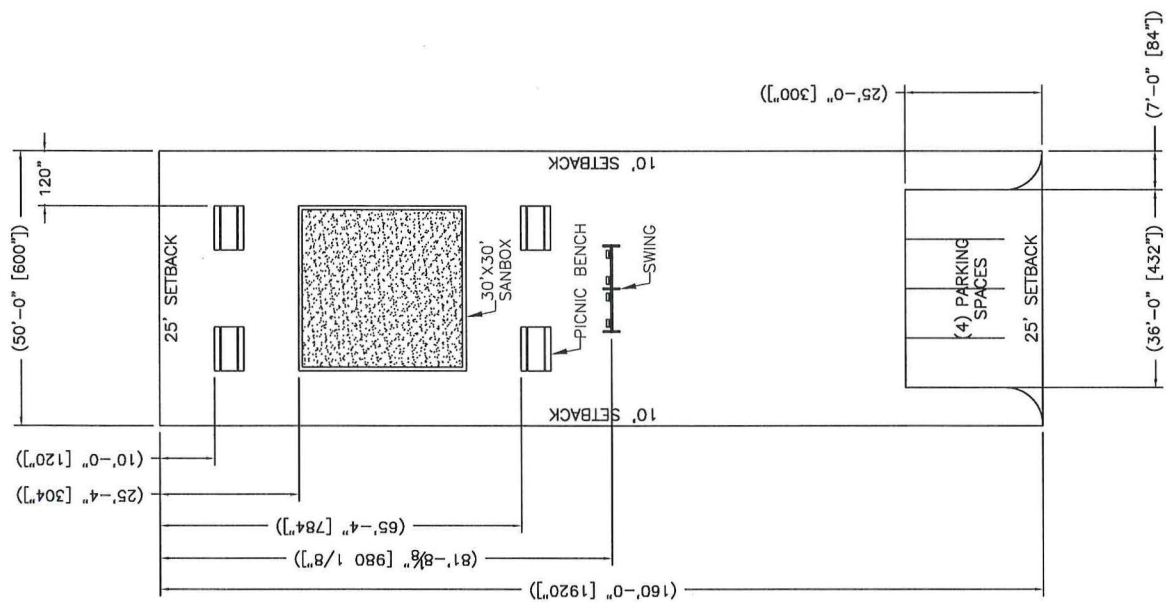
An equal housing lender. NMLS #10287.



Home value

It looks like this property has **missing facts**, which can







Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 22, 2023

Re: Adopt the August 22, 2023 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2023 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.
File Number: 2023-562
Minute Book #

Summary

Adopt the August 22, 2023 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2023 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

Recommendation Statement

I recommend adoption of the August 22, 2023 budget amendments for fiscal year 2022-2023 and resolution authorizing publication of amendments in excess of 10% of the originally appropriated fund balance.

Please place this on the August 22, 2023 City Council meeting for consideration.

RESOLUTION

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

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

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund City Court Supplies & Expenses Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$33,180	\$66,894	\$100,074	VAWA STOP violence grant reallocation

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$669,462	\$81,271	\$750,733	VAWA STOP violence grant reallocation

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Purchasing Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,984	\$800	\$3,784	Travel Expense adjustment

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,005,259	\$329,482	\$1,334,741	Adjust budget for Fuel & Utilities

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Contr Serv Public Safety Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$949,459	\$95,541	\$1,045,000	Adjust budget for available grant

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$73,357	\$73,357	Adjust budget for increase in vehicle cost

Section 7. That the following budget amendments are hereby authorized to be made in the City's Drainage Dept Supplies & Expenses Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$8,500	\$2,300	\$10,800	Adjust Budget for Fuel

Section 8. That the following budget amendments are hereby authorized to be made in

the City's Sanitation Dept Supplies & Expenses Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$390,100	\$137,000	\$527,100	Adjust budget for Fuel

Section 9. That the following budget amendments are hereby authorized to be made in

the City's Health Dept Supplies & Expenses Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$134,000	\$24,000	\$158,000	Adjust budget for Fuel and Vehicle R&M

Section 10. That the following budget amendments are hereby authorized to be made in

the City's Recreation Maint Supplies and Expense Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$343,800	\$122,500	\$466,300	Adjust for Increase in contractual obligations

Section 11. That the following budget amendments are hereby authorized to be made in

the City's Recreation Admin Supplies & Expenses Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$459,092	\$81,500	\$540,592	Adjust for Increase in contractual obligations

Section 12. That the following budget amendments are hereby authorized to be made in

the City's Water Transmission Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,187,300	\$453,500	\$2,640,800	Adjust Fuel, Streets & Structures and Electricity

Section 13. That the following budget amendments are hereby authorized to be made in the City's Water Plant Supplies & Expenses Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$142,000	\$406,000	\$548,000	Adjust for Fuel & Electricity

Section 14. That the following budget amendments are hereby authorized to be made in the City's Sewer Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,559,500	\$473,000	\$3,032,500	Adjust for Streets & Struts

Section 15. That the following budget amendments are hereby authorized to be made in the City's Mass Transit Other Service & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$416,875	\$138,300	\$555,175	Adjust for Bus Repairs

Section 16. That the following budget amendments are hereby authorized to be made in the City's Special Sales Tax Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,496,500	\$392,706	\$1,889,206	Adjust for Transfers to USM

Section 17. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 22nd day of August, 2023.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 22nd day of August, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

MEMORANDUM

TO : *Mayor Barker, Members of City Council*
FROM : *Malcolm Berch, Interim CFO*
DATE : *August 22, 2023*
SUBJECT : *Proposed Amendments, FY 2023*

Below is a list of the most significant proposed amendments to the FY 2023 budget. Attached is a more detailed list of proposed changes to the General Fund, detailing the impact to the Fund's budgeted ending cash. Descriptions are also included for proposed changes to the budgets of other funds.

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

- Adjustments to several line items related to the recent Stop Violence Grant.
- An increase in the planning department Personnel Services to correct an employee budget being incorrectly removed.
- Most of the significant increases are spread throughout several departments and are found in fuel, electricity and gas expenditure lines.

Budget amendments in other funds were attributed mostly to correction from the June budget amendments, an increase in mass transit for the repair of several buses and an increase in the transfer budget for the 1% special sales tax.

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

RECAP OF PROPOSED AMENDMENTS

August 22, 2023

FY 2023

GENERAL FUND:

Budgeted Ending Cash as adopted **6,417,100**

Amendments to Expenditures:

City Court - Adjustments to Stop Violence Grant	181,379
Purchasing - Off Eq R&M	(800)
Planning - Employee budget correction	(42,790)
Police - Fuel and Utilities adjustment	(67,000)
Fire - Fuel and Utilities adjustment	(20,300)
Land Development - Fuel	(2,400)
P/S Contract Ser - Adj for Hosp and Jail exp	36,500
Traffic Maint - Fuel and Utilities	(6,857)
Street Lights - Adj for increases	(80,000)
G O & F S Div - Electricity	(500)
Drainage Div - Fuel	(2,300)
Construction - Fuel	(1,000)
Sanitation - Fuel and vehicle R&M	(61,000)
Health - Fuel	(14,000)

Total Amendments to General Fund Expenditures	(81,068)
Budgeted Ending Cash, as Amended	\$ 6,336,032

PARKS & RECREATION FUND

Fuel, Utilities and Salary correction	\$	19,410
---------------------------------------	----	--------

WATER & SEWER:

Fuel, Streets & Structures, Electricity	\$	-
---	----	---

WATER & SEWER TRANSFERS

Correction for the transfer to Supp Env Proj Revenues	\$	20,800
---	----	--------

Supp Env Proj Revenues

Correction for transfer from Water & Sewer Funds	\$	(22,800)
--	----	----------

TIF B&I - Hburg Clinic

Correction for payment of TIF Bonds	\$	50
-------------------------------------	----	----

Mass Transit

Bus repairs	\$	130,000
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Community Centers

Utilities and Personnel services correction	\$	17,160
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SPECIAL SALES TAX - PARKS/REC/USM IMPROVEMENTS FUND

Budget for Projected increase in revenue for distribution to USM and for city Projects	\$	475,000
--	----	---------

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>									
Taxes -Other	\$23,500		\$23,500		\$23,500		\$23,500		\$23,500
Licenses & Permits	4,387,020		4,387,020		4,387,020		4,387,020		4,387,020
Intergovernmental Revenues:							\$0		\$0
Federal	1,956,751		1,956,751		1,956,751	1,284,262	\$3,241,013		\$3,241,013
State	428,528		428,528		428,528		428,528		428,528
State-Shared	26,063,063		26,063,063		26,063,063		26,063,063		26,063,063
County/City Shared	3,000		3,000		3,000		3,000		3,000
Charges for Services:					\$0		\$0		\$0
Public Safety	275,000		275,000		275,000		275,000		275,000
Streets	0		0		0		0		0
Sanitation	2,325,800		2,325,800		2,325,800		2,325,800		2,325,800
Misc.	0		0		0		0		0
Fines & Forf.	934,000		934,000		934,000		934,000		934,000
Misc. Revenues	442,800		442,800		442,800		442,800		442,800
Transfers-In	1,284,000	1,255	1,285,255		1,285,255		1,285,255		1,285,255
Non-Revenue Receipts	473,700		473,700		473,700		473,700		473,700
TOTAL REVENUES EXCLUSIVE OF			0		0		\$0		\$0
PROPERTY TAXES	\$38,597,162	\$1,255	\$38,598,417	\$0	\$38,598,417	\$1,284,262	\$39,882,679	\$0	\$39,882,679
Beg. Fund Balance	19,000,000	130,736	19,130,736		19,130,736		19,130,736		19,130,736
Less Reserve for Court Technology			0		0		0		0
Less Reserve for Future Debt Service			0		0		0		0
Property Tax Levy	19,600,000		19,600,000		19,600,000		19,600,000		19,600,000
TOTAL AVAIL. REVENUES	\$77,197,162	\$131,991	\$77,329,153	\$0	\$77,329,153	\$1,284,262	\$78,613,416	\$0	\$78,613,416
<u>THE GENERAL FUND EXPENDITURE BUDGETS:</u>									
001003 City Council									
Personnel	\$387,080		\$387,080		\$387,080		387,080		387,080
Supplies & Expenses	3,400		3,400		3,400		3,400		3,400
Other Services & Charges	244,500	-1,800	242,700		\$242,700		242,700		242,700
Capital Outlays	6,000	3,500	9,500		9,500		9,500		9,500
Total - City Council	\$640,980	\$1,700	\$642,680	\$0	\$642,680	\$0	\$642,680	\$0	\$642,680
001015 City Court									
Personnel	\$1,211,430		\$1,211,430	\$1,730	\$1,213,160		1,213,160	\$23,300	1,236,460
Supplies & Expenses	33,180	12,800	45,780		45,780		45,780	54,294	100,074
Other Services & Charges	669,462	4,518	673,980		\$673,980	335,726	1,009,706	-258,973	750,733
Capital Outlays	0		0		0		0		0
Total - City Court	\$1,914,072	\$17,118	\$1,931,190	\$1,730	\$1,932,920	\$335,726	\$2,268,646	-\$181,379	\$2,087,267
001020 Mayor/Admin.									
Personnel	\$936,690	\$5,575	\$942,265		\$942,265		942,265		942,265
Supplies & Expenses	23,050		23,050		23,050		23,050		23,050
Other Services & Charges	233,469		233,469		\$233,469		233,469		233,469
Capital Outlays	4,500	35,000	39,500		39,500	-7,500	32,000		32,000
Total - Mayor/Admin.	\$1,197,709	\$40,575	\$1,238,284	\$0	\$1,238,284	-\$7,500	\$1,230,784	\$0	\$1,230,784
001030 Elections									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0
Other Services & Charges	0		0		0		0		0
Capital Outlays	0		0		0		0		0
Total - Elections	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
001040 Muni. Clerk									
Personnel	\$205,460		\$205,460		\$205,460	\$1,890	\$207,350		\$207,350
Supplies & Expenses	4,150		4,150		4,150		4,150		4,150
Other Services & Charges	49,800		49,800		\$49,800		49,800		49,800
Capital Outlays	0		0		0		0		0
Total - Muni. Clerk	\$259,410	\$0	\$259,410	\$0	\$259,410	\$1,890	\$261,300	\$0	\$261,300
001042 Accounting									
Personnel	\$361,350		\$361,350		\$361,350		\$361,350		\$361,350
Supplies & Expenses	6,300		6,300		6,300		6,300		6,300
Other Services & Charges	5,100		5,100		\$5,100		5,100		5,100
Capital Outlays	0		0		0		0		0
Total - Accounting	\$372,750	\$0	\$372,750	\$0	\$372,750	\$0	\$372,750	\$0	\$372,750
001045 Purchasing									
Personnel	\$137,090		\$137,090		\$137,090		\$137,090		\$137,090
Supplies & Expenses	2,750		2,750		2,750		2,750		2,750
Other Services & Charges	2,984		2,984		\$2,984		2,984	800	3,784
Capital Outlays	0		0		0		0		0
Total - Purchasing	\$142,824	\$0	\$142,824	\$0	\$142,824	\$0	\$142,824	\$800	\$143,624
001060 City Attorney									
Personnel	\$96,240		\$96,240		\$96,240		\$96,240		\$96,240
Supplies & Expenses	100		100		100		100		100
Other Services & Charges	600		600		\$600		600		600
Capital Outlays	0		0		0		0		0
Total - City Attorney	\$96,940	\$0	\$96,940	\$0	\$96,940	\$0	\$96,940	\$0	\$96,940
001080 Human Resources									

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	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Personnel	\$260,185		\$260,185		\$260,185		\$260,185		\$260,185
Supplies & Expenses	7,800		7,800		7,800		7,800		7,800
Other Services & Charges	5,600		5,600		5,600		5,600		5,600
Capital Outlays	0		0		\$0		0		0
Total - Human Resources	\$273,585	\$0	\$273,585	\$0	\$273,585	\$0	\$273,585	\$0	\$273,585
001081 Loss Control									
Personnel	\$124,270		\$124,270		\$124,270	-\$1,890	\$122,380		\$122,380
Supplies & Expenses	6,000		6,000		6,000		6,000		6,000
Other Services & Charges	3,700		3,700		3,700		3,700		3,700
Capital Outlays	0		0		\$0		0		0
Total - Loss Control	\$133,970	\$0	\$133,970	\$0	\$133,970	-\$1,890	\$132,080	\$0	\$132,080
001090 Urban Development									
Personnel	\$574,090		\$574,090		\$574,090		\$574,090	\$42,790	\$616,880
Supplies & Expenses	24,945	1,250	26,195		\$26,195		26,195		26,195
Other Services & Charges	134,180		134,180		\$134,180		134,180		134,180
Capital Outlays	0		0		\$0		0		0
Total - Urban Dev.	\$733,215	\$1,250	\$734,465	\$0	\$734,465	\$0	\$734,465	\$42,790	\$777,255
001091 Information Systems									
Personnel	\$296,630		\$296,630		\$296,630		\$296,630		\$296,630
Supplies & Expenses	39,100		39,100		39,100		39,100		39,100
Other Services & Charges	866,000	40,000	906,000		\$906,000	30,000	936,000		936,000
Capital Outlays	40,000		40,000		\$40,000		40,000		40,000
Total - Inf. Systems	\$1,241,730	\$40,000	\$1,281,730	\$0	\$1,281,730	\$30,000	\$1,311,730	\$0	\$1,311,730
001092 Gen. Gov't Building									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	21,400		21,400		\$21,400	2,500	23,900		23,900
Other Services & Charges	177,600		177,600		\$177,600		177,600		177,600
Capital Outlays	0		0		\$0		0		0
Total - Gen. Gov't Building	\$199,000	\$0	\$199,000	\$0	\$199,000	\$0	\$201,500	\$0	\$201,500
001093 Intermodal Facility (Depot) O & M:									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	13,300		13,300		\$13,300		13,300		13,300
Other Services & Charges	84,700		84,700		\$84,700		84,700		84,700
Capital Outlays	0	89,000	89,000		\$89,000		89,000		89,000
Total - Depot O & M	\$98,000	\$89,000	\$187,000	\$0	\$187,000	\$0	\$187,000	\$0	\$187,000
001094 Metro Planning									
Personnel	\$237,130		\$237,130		\$237,130		\$237,130		\$237,130
Supplies & Expenses	13,150		13,150		\$13,150		13,150		13,150
Other Services & Charges	245,250		245,250		\$245,250		245,250		245,250
Capital Outlays	100		100		\$100		100		100
Total - Metro Planning	\$495,630	\$0	\$495,630	\$0	\$495,630	\$0	\$495,630	\$0	\$495,630
001095 Gen. Gov't Insurance/Other serv.									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	1,000		1,000		\$1,000		1,000		1,000
Other Services & Charges	2,988,800	205,000	3,193,800		\$3,193,800	390,000	3,583,800		3,583,800
Capital Outlays	0		0		\$0		0		0
Total - Gen. Gov't Insur/other Serv.	\$2,989,800	\$205,000	\$3,194,800	\$0	\$3,194,800	\$390,000	\$3,584,800	\$0	\$3,584,800
001096 Federal Programs Administration									
Personnel	\$49,370		49,370		\$49,370	\$27,010	76,380		76,380
Supplies	2,900		2,900		\$2,900		2,900		2,900
Other Services & Charges	328,239		328,239		\$328,239	\$720,535	1,048,774		1,048,774
Capital Outlay	0		0		\$0		0		0
Total - Federal Programs Admin.	\$380,509	\$0	\$380,509	\$0	\$380,509	\$747,545	\$1,128,054	\$0	\$1,128,054
Recap - General Government Cost Centers									
Personnel	\$4,877,015	\$5,575	\$4,882,590	\$1,730	\$4,884,320	\$27,010	\$4,911,330	\$66,090	\$4,977,420
Supplies & Expenses	\$202,526	\$13,850	\$216,375	\$0	\$216,375	\$2,500	\$218,875	\$54,294	\$273,169
Other Services & Charges	\$6,039,984	\$247,718	\$6,287,702	\$0	\$6,287,702	\$1,476,261	\$7,763,963	-\$258,173	\$7,505,790
Capital Outlays	\$50,600	\$127,500	\$178,100	\$0	\$178,100	-\$7,500	\$170,600	\$0	\$170,600
Total - Gen. Government	\$11,170,124	\$394,643	\$11,564,767	\$1,730	\$11,566,497	\$1,498,271	\$13,064,768	-\$137,789	\$12,926,979
001100 Police									
Personnel	\$12,065,080		\$12,065,080	\$14,910	\$12,079,990	\$169,250	\$12,249,240		\$12,249,240
Supplies & Expenses	779,060	-600	778,460		\$778,460	20,000	798,460	13,000	811,460
Other Services & Charges	1,005,259	175,482	1,180,741		\$1,180,741	100,000	1,280,741	54,000	1,334,741
Capital Outlays	26,282	1,033,715	1,059,997		\$1,059,997		1,059,997		1,059,997
Total - Police	\$13,875,681	\$1,208,597	\$15,084,278	\$14,910	\$15,099,188	\$289,250	\$15,388,438	\$67,000	\$15,455,438
001131 Police & Fire Training									
Personnel	\$53,630	\$100	\$53,730		\$53,730		\$53,730		\$53,730
Supplies & Expenses	101,072		101,072		\$101,072		101,072		101,072
Other Services & Charges	85,495		85,495		\$85,495		85,495		85,495
Capital Outlays	0	36,000	36,000	10,000	\$46,000		46,000		46,000
Total - Police & Fire Training	\$240,197	\$36,100	\$276,297	\$10,000	\$286,297	\$0	\$286,297	\$0	\$286,297
001160 Fire									

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	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Personnel	\$9,727,850		\$9,727,850		\$9,727,850		\$9,727,850		\$9,727,850
Supplies & Expenses	314,200		314,200		314,200		314,200	4,000	318,200
Other Services & Charges	338,720		338,720		338,720		338,720	16,300	355,020
Capital Outlays	0		0	125,000	125,000		125,000		125,000
Total - Fire Dept.	\$10,380,770	\$0	\$10,380,770	\$125,000	\$10,505,770	\$0	\$10,505,770	\$20,300	\$10,526,070
001180 Code Enforcement									
Personnel	\$720,830	\$1,960	\$722,790		\$722,790		\$722,790		\$722,790
Supplies & Expenses	31,755		31,755		\$31,755		31,755	2,400	34,155
Other Services & Charges	210,450		210,450	75,000	\$285,450		285,450		285,450
Capital Outlays	0	102,000	102,000	25,500	\$127,500		127,500		127,500
Total - Code Enforcement	\$963,035	\$103,960	\$1,066,995	\$100,500	\$1,167,495	\$0	\$1,167,495	\$2,400	\$1,169,895
001190 Contractual Services - Public Safety									
Personnel	\$220,340		\$220,340		\$220,340		\$220,340	\$13,500	\$233,840
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	949,459	145,541	1,095,000		\$1,095,000		1,095,000	-50,000	1,045,000
Capital Outlays	0		0		\$0		0		0
Total - Cont. Serv. - Public Safety	\$1,169,799	\$145,541	\$1,315,340	\$0	\$1,315,340	\$0	\$1,315,340	-\$36,500	\$1,278,840
<u>Public Services Cost Centers:</u>									
001191 Traffic Maint.									
Personnel	\$338,950		\$338,950		\$338,950		\$338,950		\$338,950
Supplies & Expenses	145,550		145,550		\$145,550		145,550	5,500	151,050
Other Services & Charges	108,250		108,250		\$108,250		108,250		108,250
Capital Outlays	0	72,000	72,000		\$72,000		72,000	1,357	73,357
Total - Traffic Maint.	\$592,750	\$72,000	\$664,750	\$0	\$664,750	\$0	\$664,750	\$6,857	\$671,607
001201 Streets									
Personnel	\$1,077,800		\$1,077,800		\$1,077,800		\$1,077,800		\$1,077,800
Supplies & Expenses	340,700		340,700		\$340,700		340,700		340,700
Other Services & Charges	1,146,800	420,355	1,567,155		\$1,567,155	90,000	1,657,155		1,657,155
Capital Outlays	0	245,000	245,000		\$245,000		245,000		245,000
Total - Streets	\$2,565,300	\$665,355	\$3,230,655	\$0	\$3,230,655	\$90,000	\$3,320,655	\$0	\$3,320,655
001202 Street Lights									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	1,355,000		1,355,000		\$1,355,000		1,355,000	80,000	1,435,000
Capital Outlays	0		0		\$0		0		0
Total - Street Lights	\$1,355,000	\$0	\$1,355,000	\$0	\$1,355,000	\$0	\$1,355,000	\$80,000	\$1,435,000
001203 Engineering									
Personnel	\$622,020		\$622,020	\$6,610	\$628,630	\$250	\$628,880		\$628,880
Supplies & Expenses	14,250		14,250		\$14,250		14,250		14,250
Other Services & Charges	366,412		366,412		\$366,412		366,412		366,412
Capital Outlays	0		0		\$0		0		0
Total - Engineering	\$1,002,682	\$0	\$1,002,682	\$6,610	\$1,009,292	\$250	\$1,009,542	\$0	\$1,009,542
001204 Shop									
Personnel	\$487,190		\$487,190		\$487,190		\$487,190		\$487,190
Supplies & Expenses	29,950		29,950		\$29,950		29,950		29,950
Other Services & Charges	56,600		56,600		\$56,600		56,600		56,600
Capital Outlays	0		0		\$0		0		0
Total - Shop	\$573,740	\$0	\$573,740	\$0	\$573,740	\$0	\$573,740	\$0	\$573,740
001205 GOFs									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	5,120		5,120		\$5,120		5,120		5,120
Other Services & Charges	18,500		18,500		\$18,500		18,500	500	19,000
Capital Outlays	0		0		\$0		0		0
Total - GOFs	\$23,620	\$0	\$23,620	\$0	\$23,620	\$0	\$23,620	\$500	\$24,120
001206 Drainage									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	8,500		8,500		\$8,500		8,500	2,300	10,800
Other Services & Charges	93,000		93,000		\$93,000		93,000		93,000
Capital Outlays	670,000		670,000		\$670,000		670,000		670,000
Total - Drainage	\$771,500	\$0	\$771,500	\$0	\$771,500	\$0	\$771,500	\$2,300	\$773,800
001207 Construction									
Personnel	\$678,870		\$678,870		\$678,870		\$678,870		\$678,870
Supplies & Expenses	121,950		121,950		\$121,950		121,950	1,000	122,950
Other Services & Charges	149,800		149,800		\$149,800		149,800		149,800
Capital Outlays	0		0		\$0		0		0
Total - Construction	\$950,620	\$0	\$950,620	\$0	\$950,620	\$0	\$950,620	\$1,000	\$951,620
001220 Sanitation									
Personnel	\$1,875,720		\$1,875,720		\$1,875,720	\$26,020	\$1,901,740		\$1,901,740
Supplies & Expenses	390,100		390,100		\$390,100	100,000	490,100	37,000	527,100
Other Services & Charges	1,568,950	8,500	1,577,450		\$1,577,450	-20,000	1,557,450	24,000	1,581,450
Capital Outlays	0	1,345,000	1,345,000		\$1,345,000		1,345,000		1,345,000
Total - Sanitation	\$3,834,770	\$1,353,500	\$5,188,270	\$0	\$5,188,270	\$106,020	\$5,294,290	\$61,000	\$5,355,290

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	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
001221 Street Cleaning									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Total - Street Cleaning	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
001250 Health									
Personnel	\$1,476,160		\$1,476,160		\$1,476,160		\$1,476,160		\$1,476,160
Supplies & Expenses	134,000		134,000		\$134,000	10,000	144,000	14,000	158,000
Other Services & Charges	5,400		5,400		\$5,400		5,400		5,400
Capital Outlays	0	60,000	60,000		\$60,000		60,000		60,000
Total - Health	\$1,615,560	\$60,000	\$1,675,560	\$0	\$1,675,560	\$10,000	\$1,685,560	\$14,000	\$1,699,560
Recap - Public Services:									
Personnel	\$6,556,710	\$0	\$6,556,710	\$6,610	\$6,563,320	\$26,270	\$6,589,590	\$0	\$6,589,590
Supplies & Expenses	\$1,190,120	0	\$1,190,120	0	\$1,190,120	110,000	1,300,120	59,800	1,359,920
Other Services & Charges	\$4,868,712	428,855	\$5,297,567	0	\$5,297,567	70,000	\$5,367,567	104,500	\$5,472,067
Capital Outlays	\$670,000	1,722,000	\$2,392,000	0	\$2,392,000	0	2,392,000	1,357	2,393,357
Total - Public Services	\$13,285,542	\$2,150,855	\$15,436,397	\$6,610	\$15,443,007	\$206,270	\$15,649,277	\$165,657	\$15,814,934
001260 Animal Control									
Personnel	\$143,520		\$143,520		\$143,520		\$143,520		\$143,520
Supplies & Expenses	10,900		10,900		\$10,900	2,000	12,900		12,900
Other Services & Charges	185,550		185,550		\$185,550	35,000	220,550		220,550
Capital Outlays	0		0		\$0		0		0
Total - Animal Control	\$339,970	\$0	\$339,970	\$0	\$339,970	\$37,000	\$376,970	\$0	\$376,970
001280 Human/Social Assist.									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	365,900	100,000	465,900		\$465,900		465,900		465,900
Capital Outlays			0		\$0		0		0
Total - Human/Social Assist.	\$365,900	\$100,000	\$465,900	\$0	\$465,900	\$0	\$465,900	\$0	\$465,900
001402 Economic Dev.									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	0	3,725,400	3,725,400	125,000	\$3,850,400		3,850,400		3,850,400
Capital Outlays	65,748	3,463,760	\$3,529,508		\$3,529,508		3,529,508		3,529,508
Total - Economic Dev.	\$65,748	\$7,189,160	\$7,254,908	\$125,000	\$7,379,908		\$7,379,908	\$0	\$7,379,908
001460 Debt Service									
Principal	\$781,685		\$781,685		\$781,685		\$781,685		\$781,685
Interest	337,708		\$337,708		\$337,708		\$337,708		\$337,708
Paying Agent Fee	3,000		\$3,000		\$3,000		\$3,000		\$3,000
Total Debt Service	\$1,122,393	\$0	\$1,122,393	\$0	\$1,122,393	\$0	\$1,122,393	\$0	\$1,122,393
001551 Airport									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	17,650		17,650		\$17,650		17,650		17,650
Other Services & Charges	40,550		40,550		\$40,550		40,550		40,550
Capital Outlays	0		0		\$0		0		0
Total - Airport	\$58,200	\$0	\$58,200	\$0	\$58,200	\$0	\$58,200	\$0	\$58,200
001553 Cemetery									
Personnel	\$889,100		\$889,100		\$889,100		\$889,100		\$889,100
Supplies & Expenses	82,350		82,350		\$82,350		82,350		82,350
Other Services & Charges	60,301		60,301		\$60,301		60,301		60,301
Capital Outlays	60,500	256,000	\$316,500		\$316,500		316,500		316,500
Total - Cemetery	\$1,092,251	\$256,000	\$1,348,251	\$0	\$1,348,251	\$0	\$1,348,251	\$0	\$1,348,251
001560 Parking Garages									
Personnel	\$91,160		\$91,160		\$91,160		\$91,160		\$91,160
Supplies & Expenses	2,050		2,050		\$2,050		2,050		2,050
Other Services & Charges	54,350		54,350		\$54,350		54,350		54,350
Capital Outlays	0		0		\$0		0		0
Total - Parking Garages	\$147,560	\$0	\$147,560	\$0	\$147,560	\$0	\$147,560	\$0	\$147,560
Transfers to Other Funds	\$3,919,748	0	\$3,919,748		\$3,919,748		\$3,919,748		\$3,919,748
EXPENDITURES & TRANSFERS	\$58,196,918	\$11,584,856	\$69,781,774	\$383,760	\$70,165,524	\$2,030,791	\$72,196,315	\$81,068	\$72,277,383
Recap - General Fund									
Personnel	\$35,345,235	\$7,635	\$35,352,870	\$23,250	\$35,376,120	\$222,530	\$35,598,650	\$79,590	\$35,678,240
Supplies & Expenses	2,731,682	13,250	2,744,932	0	2,744,932	134,500	2,879,432	133,494	3,012,926
Other Services & Charges	14,207,730	4,822,995	19,030,726	200,000	19,230,726	1,681,261	20,911,987	-133,373	20,778,614
Capital Outlays	873,130	6,740,975	7,614,105	160,500	7,774,605	-7,500	7,767,105	1,357	7,768,462
Principal Payments	781,685	0	781,685	0	781,685	0	781,685	0	781,685
Interest Payments	337,708	0	337,708	0	337,708	0	337,708	0	337,708
Total - Gen. Fund Cost Centers	\$54,277,170	\$11,584,856	\$65,862,026	\$383,750	\$66,245,776	\$2,030,791	\$68,276,567	\$81,068	\$68,357,635
Transfers to Other Funds	3,919,748	0	3,919,748	0	3,919,748	0	3,919,748	0	3,919,748
Total - Expenditures & Transfers	\$58,196,918	\$11,584,856	\$69,781,774	\$383,750	\$70,165,524	\$2,030,791	\$72,196,315	\$81,068	\$72,277,383
Ending Cash Budget	\$19,000,244	-\$11,462,865	\$7,547,379	-\$383,760	\$7,163,629	-\$746,529	\$6,417,100	-\$81,068	\$6,336,032
Ending Fund Balance Exclusive of Hercules Settlement			\$4,547,379		\$4,163,629		\$3,417,100		\$3,336,032

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
ADMINISTRATIVE	\$11,170,124		\$11,564,767		\$11,566,497		\$13,064,768		\$12,926,979
POLICE & ACADEMY	\$14,115,878		\$15,360,575		\$15,385,485		\$15,674,735		\$15,741,735
FIRE	\$10,380,770		\$10,380,770		\$10,505,770		\$10,605,770		\$10,526,070
CODE ENFORCEMENT	\$963,035		\$1,066,995		\$1,167,495		\$1,167,495		\$1,169,895
PUBLIC WORKS	\$13,285,542		\$15,436,397		\$15,443,007		\$15,649,277		\$15,814,934
DEBT SERVICE	\$1,122,393		\$1,122,393		\$1,122,393		\$1,122,393		\$1,122,393
OTHER	\$3,239,428		\$10,930,129		\$11,055,129		\$11,092,129		\$11,055,629
TRANSFERS	\$3,919,748		\$3,919,748		\$3,919,748		\$3,919,748		\$3,919,748
PERSONNEL	\$35,345,235		\$35,352,870		\$35,376,120		\$35,598,650	\$79,590	\$35,678,240
SUPPLIES	\$2,731,682		\$2,744,932		\$2,744,932		\$2,878,432	\$133,494	\$3,012,926
OTHER SERVICES & CHARGES	\$14,207,730		\$19,030,726		\$19,230,726		\$20,911,987	-\$133,373	\$20,778,614
CAPITAL OUTLAY	\$873,130		\$7,614,105		\$7,774,605		\$7,767,105	\$1,357	\$7,768,462
DEBT SERVICE	\$1,119,393		\$1,119,393		\$1,119,393		\$1,119,393	\$0	\$1,119,393
TRANSFERS	\$3,919,748		\$3,919,748		\$3,919,748		\$3,919,748	\$0	\$3,919,748

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Parks & Recreation (Fund #2):									
002300 Recreation Maint. Cost Center									
Personnel	\$1,738,970	\$21,135	\$1,760,105		\$1,760,105		\$1,760,105		\$1,760,105
Supplies & Expenses	343,800	33,000	376,800		\$376,800	50,000	426,800	39,500	466,300
Other Services & Charges	481,979		481,979		\$481,979		481,979	500	482,479
Capital Outlays	0	150,000	150,000		\$150,000	54,000	204,000		204,000
Total - Recreation Maint.	\$2,564,749	\$204,135	\$2,768,884	\$0	\$2,768,884	\$104,000	\$2,872,884	\$40,000	\$2,912,884
002315 Recreation Admin.									
Personnel	\$611,600		\$611,600		\$611,600	\$68,780	\$680,380	-\$51,590	\$628,790
Supplies & Expenses	86,960		86,960	30,000	\$116,960	3,000	119,960		119,960
Other Services & Charges	459,092		459,092		\$459,092	50,500	509,592	31,000	540,592
Capital Outlays	0		0		\$0		0		0
Total - Recreation Admin.	\$1,157,652	\$0	\$1,157,652	\$30,000	\$1,187,652	\$122,280	\$1,309,932	-\$20,590	\$1,289,342
Kemper Park Zoo									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Total - Kemper Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recap - Parks & Recreation Fund:									
Personnel	\$2,350,570	\$21,135	\$2,371,705	\$0	\$2,371,705	\$68,780	\$2,440,485	-\$51,590	\$2,388,895
Supplies & Expenses	430,760	33,000	463,760	30,000	\$493,760	53,000	\$546,760	39,500	\$586,260
Other Services & Charges	941,071	0	941,071	0	\$941,071	50,500	\$991,571	31,500	1,023,071
Capital Outlays	0	150,000	150,000	0	\$150,000	54,000	\$204,000	0	204,000
Total - Recreation Maint.	\$3,722,401	\$204,135	\$3,926,536	\$30,000	\$3,956,536	\$226,280	\$4,182,816	\$19,410	\$4,202,226
Municipal Fire Protection (Fund #5):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	69,500		69,500		\$69,500		69,500		69,500
Other Services & Charges	66,000		66,000		\$66,000		66,000		66,000
Capital Outlays	76,000	740,000	816,000	38,500	\$853,500		853,500		853,500
Principal Payments	66,968		66,968		\$66,968		66,968		66,968
Interest Payments	4,081		4,081		\$4,081		4,081		4,081
Total - Municipal Fire Prot. Fund	\$269,539	\$740,000	\$1,009,539	\$38,500	\$1,048,039	\$0	\$1,048,039	\$0	\$1,048,039
Special Streets (Fund #8):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		\$0		0
Other Services & Charges	0	326,800	326,800		\$326,800		326,800		326,800
Capital Outlays	0		0		\$0		0		0
Total - Special Streets	\$326,800	\$0	\$326,800	\$0	\$326,800	\$0	\$326,800	\$0	\$326,800
Water & Sewer Operation & Maint. (Fund #9):									
009660 Customer Accounts Cost Center									
Personnel	\$848,920		\$848,920		\$848,920		\$848,920		\$848,920
Supplies & Expenses	74,300		74,300		\$74,300		74,300		74,300
Other Services & Charges	497,900		497,900		\$497,900		497,900	-55,000	442,900
Capital Outlays	25,000		25,000	10,000	\$35,000		35,000		35,000
Total - Customer Accounts	\$1,446,120	\$0	\$1,446,120	\$10,000	\$1,456,120	\$0	\$1,456,120	-\$55,000	\$1,401,120
009672 Water Transmission Cost Center									
Personnel	\$1,057,830	\$10,770	\$1,068,600		\$1,068,600		\$1,068,600		\$1,068,600
Supplies & Expenses	1,120,500	-500,000	620,500	160,000	\$780,500		780,500	57,500	838,000
Other Services & Charges	2,187,300	100,000	2,287,300		\$2,287,300		2,287,300	353,500	2,640,800
Capital Outlays	220,000		220,000		\$220,000		220,000	-160,000	60,000
Total - Water Trans.	\$4,585,630	-\$389,230	\$4,196,400	\$160,000	\$4,356,400	\$0	\$4,356,400	\$251,000	\$4,607,400
009673 Plant Cost Center									
Personnel	\$620,350		\$620,350		\$620,350		\$620,350	\$10,000	\$630,350
Supplies & Expenses	142,000	400,000	542,000		\$542,000		542,000	6,000	548,000
Other Services & Charges	1,442,000		1,442,000		\$1,442,000		1,442,000	-6,000	1,436,000
Capital Outlays	90,000		90,000		\$90,000		90,000		90,000
Total - Plant	\$2,294,350	\$400,000	\$2,694,350	\$0	\$2,694,350	\$0	\$2,694,350	\$10,000	\$2,704,350
009676 Sewer Cost Center									
Personnel	\$513,920		\$513,920		\$513,920		\$513,920		\$513,920
Supplies & Expenses	330,100		330,100		\$330,100		330,100	6,000	336,100
Other Services & Charges	2,559,500		2,559,500		\$2,559,500		2,559,500	473,000	3,032,500
Capital Outlays	410,000		410,000		\$410,000		410,000	-401,000	9,000
Total - Sewer	\$3,813,520	\$0	\$3,813,520	\$0	\$3,813,520	\$0	\$3,813,520	\$77,000	\$3,890,520
009677 Lagoon Cost Center									
Personnel	\$347,170		\$347,170		\$347,170		\$347,170		\$347,170
Supplies & Expenses	377,220		377,220		\$377,220		377,220	-45,000	332,220
Other Services & Charges	2,374,400		2,374,400		\$2,374,400		2,374,400	-238,000	2,136,400
Capital Outlays	0		0		\$0		0		0
Principal Payments	0		0		\$0		0		0
Interest Payments	0		0		\$0		0		0
Total - Lagoon Cost Center	\$3,098,790	\$0	\$3,098,790	\$0	\$3,098,790	\$0	\$3,098,790	-\$283,000	\$2,815,790
Recap: Water & Sewer O & M Fund:									
Personnel	\$3,388,190	\$10,770	\$3,398,960	\$0	\$3,398,960	\$0	\$3,398,960	\$10,000	\$3,408,960

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Supplies & Expenses	2,044,120	-100,000	1,944,120	160,000	\$2,104,120	0	\$2,104,120	23,500	\$2,127,620
Other Services & Charges	9,061,100	100,000	9,161,100	0	\$9,161,100	0	\$9,161,100	527,500	\$9,688,600
Capital Outlays	745,000	0	745,000	10,000	\$755,000	0	\$755,000	-561,000	\$194,000
Principal Payments	0	0	0	0	\$0	0	\$0	0	\$0
Interest Payments	0	0	0	0	\$0	0	\$0	0	\$0
Total - Water & Sewer O & M Fund	\$15,238,410	\$10,770	\$15,249,180	\$170,000	\$15,419,180	\$0	\$15,419,180	\$0	\$15,419,180
Water & Sewer Bond & Int. (Fund #10):									
Other Services & Charges			\$0		\$0		\$0		\$0
Principal Payments	\$5,760,000		\$5,760,000		\$5,760,000		\$5,760,000		\$5,760,000
Interest Payments	\$1,967,909		\$1,967,909		\$1,967,909		\$1,967,909		\$1,967,909
Paying Agent Fees	\$16,000		\$16,000		\$16,000		\$16,000		\$16,000
Total - W & S Bond & Int. Fund	\$7,732,909	\$0	\$7,732,909	\$0	\$7,732,909	\$0	\$7,732,909	\$0	\$7,732,909
Water & Sewer Revenue (Fund #11):									
Principal Payments	\$0		\$0		\$0		\$0		\$0
Interest Payments	0		0		\$0		0		0
Other services & charges	81,000		81,000		\$81,000		81,000		81,000
Transfers to other funds	25,263,000		25,263,000		\$25,263,000		25,263,000	20,800	25,283,800
Total - W & S Revenue Fund	\$25,344,000	\$0	\$25,344,000	\$0	\$25,344,000	\$0	\$25,344,000	\$20,800	\$25,364,800
2020 Tax Increment (Planet Fitness) Bond & Int (Fund #12):									
Principal Payments	\$38,685		\$38,685		\$38,685		\$38,685		\$38,685
Interest Payments	19,928		19,928		\$19,928		\$19,928		\$19,928
Other Services & Charges	100		100		\$100		\$100		100
Transfers	0		0		\$0		\$0		0
Paying Agent Fees	0		0		\$0		\$0		0
Total - 1999 TIF Bond & Int Fund	\$58,713	\$0	\$58,713	\$0	\$58,713	\$0	\$58,713	\$0	\$58,713
City Bond & Interest (Fund #13):									
Principal Payments	\$819,285		\$819,285		\$819,285		\$819,285		\$819,285
Interest Payments	2,019,015		2,019,015		\$2,019,015		\$2,019,015		2,019,015
Other Services & Charges	30,000		30,000		\$30,000		\$30,000		30,000
Transfers	0		0		\$0		\$0		0
Paying Agent Fees	20,000		20,000		\$20,000		\$20,000		20,000
Total - 1999 TIF Bond & Int Fund	\$2,888,300	\$0	\$2,888,300	\$0	\$2,888,300	\$0	\$2,888,300	\$0	\$2,888,300
SUPPLEMENTAL ENVIRONMENTAL PROJECT (FUND #17):									
Supplies	\$0		\$0		\$0		\$0		\$0
Other Services & Charges	100,000		100,000		\$100,000		\$100,000		100,000
Capital Outlay	0		0		\$0		0		0
Transfers	0		0		\$0		0		0
Total - Supp. Env. Project Fund	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0	\$100,000
Police Fines & Forfeitures (Fund #19):									
Personnel	\$0		\$0		\$0		0		\$0
Supplies & Expenses	0	37,965	37,965		\$37,965		37,965		37,965
Other Services & Charges	0	10,000	10,000		\$10,000		10,000		10,000
Capital Outlays	0		0		\$0		0		0
Transfers	0		0		\$0		0		0
Total - Fines & Forf. Fund	\$0	\$47,965	\$47,965	\$0	\$47,965	\$0	\$47,965	\$0	\$47,965
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):									
Principal Payments	\$180,000		\$180,000		\$180,000		\$180,000		\$180,000
Interest Payments	65,475		65,475		\$65,475		\$65,475		65,475
Other services & charges	2,000		2,000		\$2,000		\$2,000		2,000
Total - 1999 TIF Bond & Int Fund	\$247,475	\$0	\$247,475	\$0	\$247,475	\$0	\$247,475	\$0	\$247,475
Series 2004 TIF Bond & Int (Home Depot, Fund #21):									
Principal Payments	\$0		\$0		\$0		\$0		\$0
Interest Payments	0		0		\$0		0		0
Transfers	0		0		\$0		0		0
Other services & charges	0		0		\$0		0		0
Total - 2004 TIF Bond & Int Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):									
Principal Payments	\$155,000		\$155,000		\$155,000		\$155,000		\$155,000
Interest Payments	38,790		38,790		\$38,790		\$38,790		38,790
Other services & charges	2,500		2,500		\$2,500		\$2,500		2,500
Transfers to other Funds	0		0		\$0		0		0
Total - 2003 TIF Bond & Int Fund	\$196,290	\$0	\$196,290	\$0	\$196,290	\$0	\$196,290	\$0	\$196,290
Series 2007 TIF Bond & Int (Turtle Creek Fund 23):									
Principal Payments	105,000		105,000		\$105,000		\$105,000		105,000
Interest Payments	33,685		33,685		\$33,685		\$33,685		33,685
Other Services & Charges	2,500		2,500		\$2,500		\$2,500		2,500
Total - 2007 TIF Bond & Int Fund	\$141,185	\$0	\$141,185	\$0	\$141,185	\$0	\$141,185	\$0	\$141,185
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):									
Principal Payments	\$50,000		\$50,000		\$50,000		\$50,000		\$50,000
Interest Payments	\$2,000		\$2,000		\$2,000		\$2,000		\$2,000
Other Services & Charges	\$1,000		\$1,000		\$1,000		\$1,000		\$1,000
Total - 2008 TIF Bond & Int Fund	\$53,000	\$0	\$53,000	\$0	\$53,000	\$0	\$53,000	\$0	\$53,000
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):									

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Principal Payments	\$0		0		\$0		0		0
Interest Payments	\$0		0		\$0		0		0
Transfers	\$0	\$1,255	1,255		\$1,255		1,255		1,255
Total - 2008 TIF Bond & Int Fund	\$0	\$1,255	\$1,255	\$0	\$1,255	\$0	\$1,255	\$0	\$1,255
Series 22016 TIF Bond & Int (Whispering Pines Fund 26):									
Principal Payments	\$190,000		190,000		\$190,000		190,000		190,000
Interest Payments	\$90,103		90,103		\$90,103		90,103		90,103
Other Services & Charges	\$2,000		2,000		\$2,000		2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$282,103	\$0	\$282,103	\$0	\$282,103	\$0	\$282,103	\$0	\$282,103
Series 2016 TIF Bond & Int (Hburg Clinic Midtown Fund 28):									
Principal Payments	\$63,000		63,000		\$63,000		63,000		63,000
Interest Payments	\$22,605		22,605		\$22,605		22,605		22,605
Other Services & Charges	\$0		0		\$0		0		0
Total - 2008 TIF Bond & Int Fund	\$75,605	\$0	\$75,605	\$0	\$75,605	\$0	\$75,605	\$0	\$75,605
Airport Imp. (Fund #39):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0
Other Services & Charges	60,000		60,000		\$60,000		60,000		60,000
Capital Outlays	3,700,000	-340,717	3,359,283		\$3,359,283		3,359,283		3,359,283
Total - Airport Imp. Fund	\$3,760,000	-\$340,717	\$3,409,283	\$0	\$3,409,283	\$0	\$3,409,283	\$0	\$3,409,283
Series 2015A TIF Bond & Int (The Ridge at Turtle Creek) (Fund #50)									
Principal Payments	75,000		75,000		75,000		75,000		75,000
Interest Payments	44,413		44,413		44,413		44,413		44,413
Paying Agent Fees	2,000		2,000		2,000		2,000		2,000
Other Services & Charges	-		0		0		0		0
Total - Series 2015A TIF Bond & Int	\$ 121,413	\$ -	\$ 121,413	\$ -	\$ 121,413	\$ -	\$ 121,413	\$ -	\$ 121,413
Series 2015B TIF Bond & Int (Midtown Market) (Fund #51)									
Principal Payments	13,000		13,000		13,000		13,000		13,000
Interest Payments	7,673		7,673		7,673		7,673		7,673
Paying Agent Fees	2,000		2,000		2,000		2,000		2,000
Other Services & Charges	-		-		-		-		-
Total - Series 2015B TIF Bond & Int	\$ 22,673	\$ -	\$ 22,673	\$ -	\$ 22,673	\$ -	\$ 22,673	\$ -	\$ 22,673
Series 2019 TIF Bond & Int (Elam Arms) (Fund #52)									
Principal Payments	172,000		172,000		172,000		172,000		172,000
Interest Payments	119,935		119,935		119,935		119,935		119,935
Paying Agent Fees	2,600		2,600		2,600		2,600		2,600
Other Services & Charges	-		0		0		0		0
Total - Series 2019 TIF Bond & Int	\$ 294,435	\$ -	\$ 294,435	\$ -	\$ 294,435	\$ -	\$ 294,435	\$ -	\$ 294,435
Municipal Road & Bridge (Fund #72):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0
Other Services & Charges	1,640,000		1,640,000		\$1,640,000		\$1,640,000		1,640,000
Capital Outlays	2,384,976	-163,207	2,221,769		\$2,221,769	4,000,000	\$6,221,769		6,221,769
Principal	0		0		0		0		0
Interest	0		0		0		0		0
Total - Municipal Road & Bridge	\$3,924,976	-\$163,207	\$3,761,769	\$0	\$3,761,769	\$4,000,000	\$7,761,769	\$0	\$7,761,769
Mass Transit (Fund #73):									
Personnel	\$1,462,580		\$1,462,580		\$1,462,580		\$1,462,580		\$1,462,580
Supplies & Expenses	246,410	15,000	261,410		\$261,410	42,000	\$303,410		303,410
Other Services & Charges	416,875	8,300	425,175		\$425,175		\$425,175	130,000	555,175
Capital Outlays	3,020,997		3,020,997		\$3,020,997	3,100,221	\$6,121,218		6,121,218
Total - Mass Transit Fund	\$5,136,862	\$23,300	\$5,160,162	\$0	\$5,160,162	\$3,142,221	\$8,302,383	\$130,000	\$8,432,383
Water & Sewer Construction (Fund #75):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0
Other Services & Charges	1,000,000		1,000,000		\$1,000,000		1,000,000		1,000,000
Transfers	-		-		-		0		0
Capital Outlays	4,212,895		4,212,895	2,675,300	\$6,888,195		6,888,195		6,888,195
Total - W & S Construction Fund	\$5,212,895	\$0	\$5,212,895	\$2,675,300	\$7,888,195	\$0	\$7,888,195	\$0	\$7,888,195
Community Centers (Fund #77):									
Personnel	\$655,060		\$655,060		\$655,060	-\$67,050	588,010	\$55,590	\$653,600
Supplies & Expenses	45,700		45,700		\$45,700	3,600	49,200		49,200
Other Services & Charges	191,100		191,100		\$191,100		191,100	14,000	205,100
Capital Outlays	70,600		70,600		\$70,600	219,240	289,740		289,740
Total - Community Centers Fund	\$962,360	\$0	\$962,360	\$0	\$962,360	\$165,690	\$1,128,050	\$69,590	\$1,197,640
Community Dev. Block Grant (Fund #82):									
Personnel	\$353,990		\$353,990		\$353,990	-\$23,355	330,635		\$330,635
Supplies & Expenses	8,250		8,250		\$8,250		8,250		8,250
Other Services & Charges	973,850		973,850		\$973,850		973,850		973,850
Capital Outlays	0	1,507,216	1,507,216		\$1,507,216		1,507,216		1,507,216
Transfers	0		0		0		0		0
Total - CDBG Fund	\$1,336,090	\$1,507,216	\$2,843,306	\$0	\$2,843,306	-\$23,355	\$2,819,951	\$0	\$2,819,951

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Covid Fiscal Recovery Fund (Fund #79):									
Supplies	\$0		0		\$0		0		0
Other Services & Charges	\$0		0		\$0		0		0
Transfers Out	\$0		0		\$0		0		0
Capital Outlay	12,875,822	-\$14	12,875,808		12,875,808		12,875,808		12,875,808
Total - Series 2009 G.O. Bonds	\$12,875,822	-\$14	\$12,875,808	\$0	\$12,875,808	\$0	\$12,875,808	\$0	\$12,875,808
Special Sales Tax-Parks/Rec/USM Improvements (Fund #6):									
Personal Services	\$62,980		62,980		\$52,980		62,980		62,980
Supplies	\$0		0		\$0		0		0
Other Services & Charges	\$1,498,600	-\$82,294	1,414,206		\$1,414,206		1,414,206	\$476,000	1,889,206
Transfers Out	\$0		0		\$0		0		0
Capital Outlay	3,496,600	\$4,790,035	8,286,635		\$8,286,635		8,286,635		8,286,635
Total - Parks/Rec/USM Impr.	\$5,045,980	\$4,707,741	\$9,753,721	\$0	\$9,753,721	\$0	\$9,753,721	\$476,000	\$10,229,721
Public Safety/Recreation Construction (Fund #88):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	11,881,000	-\$660,409	11,330,591	18,500,000	\$29,830,591		29,830,591		29,830,591
Transfers to other Funds	0		0		\$0		0		0
Total - Series 2002 Const. Fund	\$11,881,000	-\$660,409	\$11,330,591	\$18,500,000	\$29,830,591	\$0	\$29,830,591	\$0	\$29,830,591
MDA Energy Efficiency Capital Projects (Fund #9):									
Personnel	\$0		\$0		\$0		0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Transfers	0		0		\$0		0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Transfers	0		0		\$0		0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TIF Construction (Fund # 91):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Transfers	0		0		\$0		0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2019 Fire Station Construction Fund (Fund #95):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	946,000	441	946,441		\$946,441		946,441		946,441
Transfers	0		0		\$0		0		0
Total - Series 2001 Const. Fund	\$946,000	\$441	\$946,441	\$0	\$946,441	\$0	\$946,441	\$0	\$946,441
Infrastructure Impr-Internet Sales Tax (Fund #97):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Transfers	0		0		\$0		0		0
Capital Outlays	2,089,063	3,583,950	5,673,013		\$5,673,013		5,673,013		5,673,013
Total - Internet Sales Tax Fund	\$2,089,063	\$3,583,950	\$5,673,013	\$0	\$5,673,013	\$0	\$5,673,013	\$0	\$5,673,013
Kemper Park Imp. (Fund #98):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	2,370	-1	2,369		\$2,369		2,369		2,369
Total - Kemper Park Imp. Fund	\$2,370	-\$1	\$2,369	\$0	\$2,369	\$0	\$2,369	\$0	\$2,369
Series 2010 Water & Sewer G.O. Constr. (Fund #99):									
Personnel					\$0				
Supplies & Expenses					\$0				
Other Services & Charges			0		\$0		0		0
Capital Outlay	\$0		0		\$0		0		0
Transfers out	\$0		0		\$0		\$0		\$0
Total - Series 2010 Constr.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Series 2013 Water & Sewer Revenue Constr. (Fund #105):									
Personnel			0		\$0		0		0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	\$0		0		\$0		0		0
Capital Outlay	\$0		0		\$0		0		0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2023

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Transfers	\$0	\$572	572		\$572		572		572
Total - Series 2013 Constr.	\$0	\$572	\$572	\$0	\$572	\$0	\$572	\$0	\$572
Series 2016 Water & Sewer Taxable Bonds Constr. (Fund #93):									
Personnel			0		\$0		0		0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	\$0		0		\$0		0		0
Capital Outlay	\$1,700,000	-\$23,862	1,676,138		\$1,676,138		1,676,138		1,676,138
Transfers			0		\$0		0		0
Total - Series 2016 Constr.	\$1,700,000	-\$23,862	\$1,676,138	\$0	\$1,676,138	\$0	\$1,676,138	\$0	\$1,676,138
Series 2012 Water & Sewer Const. (Fund #94):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Transfers Out	64		65		\$65		65		65
Total - Series 2012 Const.	\$64	\$0	\$65	\$0	\$65	\$0	\$65	\$0	\$65
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	\$111,978,733	\$9,749,135	\$121,727,869	\$21,413,800	\$143,141,669	\$7,510,836	\$150,652,505	\$714,800	\$161,367,305
General Fund	\$58,196,918	\$11,584,856	\$69,781,774	\$383,750	\$70,165,524	\$2,030,791	\$72,196,315	\$81,068	\$72,277,383
TOTAL EXPENDITURES & TRANSFERS	\$170,175,651	\$21,333,991	\$191,509,643	\$21,797,550	\$213,307,193	\$9,541,627	\$222,848,820	\$795,868	\$223,644,688
Less: Interfund Transfers	-29,182,812	-572	-29,183,385	0	-29,183,385	0	-29,183,385	-20,800	-29,204,185
TOTAL EXPENDITURES	\$140,992,839	\$21,333,419	\$162,326,258	\$21,797,550	\$184,123,808	\$9,541,627	\$193,665,435	\$775,068	\$194,440,503
Recap of City-Wide Expenditure Budgets:									
Personnel	\$43,598,605	\$39,540	\$43,638,145	\$23,250	\$43,661,395	\$210,905	\$43,872,300	\$93,590	\$43,965,890
Supplies & Expenses	\$5,576,422	-\$785	\$5,575,637	\$190,000	\$5,765,637	\$233,000	\$5,998,637	\$196,494	\$6,195,131
Other Services & Charges	\$30,522,626	\$4,860,257	\$35,382,883	\$200,000	\$35,582,883	\$1,731,761	\$37,314,644	\$1,044,627	\$38,359,271
Capital Outlays	\$48,073,253	\$16,434,407	\$64,507,660	\$21,384,300	\$85,891,960	\$7,365,961	\$93,257,921	-\$559,643	\$92,698,278
Principal Payments	8,448,613	0	8,448,613	0	8,448,613	0	8,448,613	0	8,448,613
Interest Payments	4,773,320	0	4,773,320	0	4,773,320	0	4,773,320	0	4,773,320
Total Expenditure Budgets	\$140,992,839	\$21,333,419	\$162,326,258	\$21,797,550	\$184,123,808	\$9,541,627	\$193,665,435	\$775,068	\$194,440,503

RESOLUTION

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

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

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund City Court Supplies & Expenses Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$33,180	\$66,894	\$100,074	VAWA STOP violence grant reallocation

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$669,462	\$81,271	\$750,733	VAWA STOP violence grant reallocation

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Purchasing Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,984	\$800	\$3,784	Travel Expense adjustment

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,005,259	\$329,482	\$1,334,741	Adjust budget for Fuel & Utilities

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Contr Serv Public Safety Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$949,459	\$95,541	\$1,045,000	Adjust budget for available grant

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$73,357	\$73,357	Adjust budget for increase in vehicle cost

Section 7. That the following budget amendments are hereby authorized to be made in the City's Drainage Dept Supplies & Expenses Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$8,500	\$2,300	\$10,800	Adjust Budget for Fuel

Section 8. That the following budget amendments are hereby authorized to be made in
the City's Sanitation Dept Supplies & Expenses Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$390,100	\$137,000	\$527,100	Adjust budget for Fuel

Section 9. That the following budget amendments are hereby authorized to be made in
the City's Health Dept Supplies & Expenses Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$134,000	\$24,000	\$158,000	Adjust budget for Fuel and Vehicle R&M

Section 10. That the following budget amendments are hereby authorized to be made in
the City's Recreation Maint Supplies and Expense Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$343,800	\$122,500	\$466,300	Adjust for Increase in contractual obligations

Section 11. That the following budget amendments are hereby authorized to be made in
the City's Recreation Admin Supplies & Expenses Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$459,092	\$81,500	\$540,592	Adjust for Increase in contractual obligations

Section 12. That the following budget amendments are hereby authorized to be made in
the City's Water Transmission Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,187,300	\$453,500	\$2,640,800	Adjust Fuel, Streets & Structures and Electricity

Section 13. That the following budget amendments are hereby authorized to be made in the City's Water Plant Supplies & Expenses Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$142,000	\$406,000	\$548,000	Adjust for Fuel & Electricity

Section 14. That the following budget amendments are hereby authorized to be made in the City's Sewer Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,559,500	\$473,000	\$3,032,500	Adjust for Streets & Structures

Section 15. That the following budget amendments are hereby authorized to be made in the City's Mass Transit Other Service & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$416,875	\$138,300	\$555,175	Adjust for Bus Repairs

Section 16. That the following budget amendments are hereby authorized to be made in the City's Special Sales Tax Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,496,500	\$392,706	\$1,889,206	Adjust for Transfers to USM

Section 17. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 22nd day of August, 2023.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 22nd day of August, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$23,500
Licenses & Permits	4,387,020
Inter-governmental Revenues:	
Federal Grants	3,241,013
State Grants	428,528
State-Shared Revenues	26,063,063
County Shared Revenues	3,000
Charges for Services:	
Public safety	275,000
Streets	0
Sanitation	2,325,800
Misc.	535,000
Fines & Forfeits	399,000
Miscellaneous	442,800
Transfers-In	1,285,255
Non-Revenue Receipts	473,700
Total From All Sources	<u>39,882,679</u>
Other Than taxation	<u>39,882,679</u>
Beginning Cash and	
Investment Balance	19,130,736
Reserve for Court Technology	0
Amount to be Raised by Tax Levy	19,600,000
TOTAL FROM ALL SOURCES	<u><u>\$78,613,415</u></u>

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	4,977,420
Supplies & Expenses	273,169
Other services & Charges	7,505,790
Capital Outlays	170,600
Total - General Government	<u>12,926,979</u>
Police Dept.:	
Personnel	12,249,240
Supplies & Expenses	811,460
Other services & Charges	1,334,741
Capital Outlays	1,059,997
Total - Police Dept.	<u>15,455,438</u>
Police & Fire Training:	
Personnel	53,730
Supplies & Expenses	101,072
Other services & Charges	85,495
Capital Outlays	46,000
Total - Police & Fire Training	<u>286,297</u>
Fire Dept.:	
Personnel	9,727,850
Supplies & Expenses	318,200
Other services & Charges	355,020
Capital Outlays	125,000
Total - Fire Dept.	<u>10,526,070</u>
Land Development Administration:	
Personnel	722,790
Supplies & Expenses	34,155
Other services & Charges	285,450
Capital Outlays	127,500
Total - Land Dev. Admin.	<u>1,169,895</u>

Public Safety Contractual Services:	
Personnel	233,840
Other services & Charges	1,045,000
Total - Pub. Safety Cont. Serv.	<u>1,278,840</u>
Public Services:	
Personnel	6,589,590
Supplies & Expenses	1,359,920
Other services & Charges	5,472,067
Capital Outlays	2,393,357
Total - Public Services	<u>15,814,934</u>
Animal Control	
Personnel	143,520
Supplies & Expenses	12,900
Other services & Charges	220,550
Capital Outlays	0
Total - Animal Control	<u>376,970</u>
Human/Social	
Other services & Charges	465,900
Total - Human/Social	<u>465,900</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	3,850,400
Capital Outlays	3,529,508
Total - Eco. Dev.	<u>7,379,908</u>
Debt Service:	
Principal Payments	781,685
Interest Payments	337,708
Paying Agent Fee	3,000
Total - Debt service	<u>1,122,393</u>
Airport	
Personnel	0
Supplies & Expenses	17,650
Other services & Charges	40,550
Capital Outlays	0
Total - Airport	<u>58,200</u>
Cemetery	
Personnel	889,100
Supplies & Expenses	82,350
Other services & Charges	60,301
Capital Outlays	316,500
Total - Cemetery	<u>1,348,251</u>
Parking Garages	
Personnel	91,160
Supplies & Expenses	2,050
Other services & Charges	54,350
Capital Outlays	0
Total - Parking Garages	<u>147,560</u>
Operating Transfers Out	<u>3,919,748</u>
Total Expenditures & Transfers	<u>72,277,383</u>
Ending Cash Balance	<u>\$6,336,032</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$78,613,415</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

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

Charges for Services:

Culture & Recreation	50,400
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Miscellaneous	2,000
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Transfers-In	2,317,341
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Non-Revenue Receipts	0
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Total From All Sources	
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Other Than taxation	2,377,401
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Beginning Cash and Investment Balance	933,470
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Amount to be Raised by Tax Levy	985,000
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TOTAL FROM ALL SOURCES	\$4,295,871
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EXPENDITURES & ENDING CASH:

Culture & Recreation:

Personnel	2,388,895
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Supplies & Expenses	586,260
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Other services & Charges	1,023,071
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Capital Outlays	204,000
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Total Expenditures	\$4,202,226
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Cash balance at End of Year	93,645
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TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$4,295,871
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CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State-Shared Revenues	\$297,500
Charges for Services	95,652
Fines & Forfeits	0
Miscellaneous	3,000
Transfers In	0

Non-Revenue Receipts

Total From All Sources	
Other Than taxation	396,152

Beginning Cash and

Investment Balance	892,639
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TOTAL FROM ALL SOURCES	\$1,288,791
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EXPENDITURES & ENDING CASH:

Public Safety:

Personnel	\$0
Supplies & Expenses	69,500
Other services & Charges	55,000
Capital Outlays	856,500
Lease Debt Service - Principal	65,958
Lease Debt Service - Interest	4,081

Total Expenditures	\$1,051,039
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Cash balance at End of Year	237,752
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TOTAL EXPENDITURES AND	
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ENDING CASH BALANCE	\$1,288,791
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CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Shared Revenues	60,000
Misc. grants	0
Miscellaneous	800
Non-Revenue Receipts	0
Total From All Sources	60,800
Other Than taxation	266,716
Beginning Cash and Investment Balance	266,716
TOTAL FROM ALL SOURCES	\$327,516

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	326,800
Capital Outlays	0
Total Expenditures	\$326,800
Cash balance at End of Year	716
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$327,516

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Charges for Services	\$45,000
Transfers-In	14,000,000
Miscellaneous	5,000
Non-Revenue Receipts	103,500
Total From All Sources	
Other Than taxation	14,153,500
Beginning Cash and Investment Balance	2,189,210
TOTAL FROM ALL SOURCES	\$16,342,710

EXPENDITURES & ENDING CASH:

Personnel	3,408,960
Supplies & Expenses	2,127,620
Other services & Charges	9,688,600
Capital Outlays	194,000
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$15,419,180
Cash balance at End of Year	923,530
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$16,342,710

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Transfers-In	\$8,750,000
Miscellaneous	10,000
Non-Revenue Receipts	0
Total Revenues	<u>8,760,000</u>
Beginning Cash Balance	<u>35,842,417</u>
TOTAL FROM ALL SOURCES	<u>\$44,602,417</u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	5,750,000
Interest on Bonds	1,967,909
Other Services & Charges	0
Paying Agent Fees	15,000
Total Expenditures	<u>7,732,909</u>
Cash balance at End of Year	<u>36,869,508</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$44,602,417</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$3,000
Miscellaneous	20,000
Metered Water Sales	12,385,000
Taps	165,000
Water Turn-On Fees	70,000
Sewer Connections	40,000
Sewer Charges	12,686,000
Total Revenues	<u>25,369,000</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u>\$25,369,000</u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	81,000
Principal Redeemed - Notes	0
Interest on Notes	0
Operating Transfers Out	25,283,800
Total Expenditures	<u>\$25,364,800</u>
Cash balance at End of Year	<u>\$4,200</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$25,369,000</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	32,128
Total From All Sources	
Other Than taxation	32,128
Beginning Cash and	
Investment Balance	136,071
Amount to be Raised by Tax Levy	26,485
TOTAL FROM ALL SOURCES	\$194,684

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	38,685
Interest on Bonds	19,928
Paying Agent Fees	0
Transfers Out	0
Other Services & Charges	100
Total Expenditures	\$58,713
Cash balance at End of Year	135,971
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$194,684

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$0
Interest	10,000
Non-Revenue receipts	0
Transfers-In	0
Total From All Sources	
Other Than taxation	10,000
Beginning Cash and	
Investment Balance	4,943,490
Amount to be Raised by Tax Levy	2,390,000
TOTAL FROM ALL SOURCES	\$7,343,490

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	819,285
Interest on Bonds	2,019,015
Other Services & Charges	30,000
Transfers	0
Paying Agent Fees	20,000
Total Expenditures	\$2,888,300
Cash balance at End of Year	4,455,190
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$7,343,490

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

SUPPLEMENTAL ENVIRONMENTAL PROJECT FUND

REVENUES & BEG. CASH:

Transfers In	\$50,000
Total From All Sources	
Other Than taxation	50,000
Beginning Cash and	
Investment Balance	100,217
TOTAL FROM ALL SOURCES	\$150,217

EXPENDITURES & ENDING CASH:

Other Services & Charges	100,000
Operating transfers out	0
Total Expenditures	\$100,000
Cash balance at End of Year	50,217
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$150,217

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	0
Fines & Forfeits	0
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	47,965
TOTAL FROM ALL SOURCES	\$47,965

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	37,965
Other services & Charges	10,000
Capital Outlays	0
Transfers Out	0
Total Expenditures	\$47,965
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$47,965

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$0
Transfers In	\$0
County-Shared Revenues	65,658
Total From All Sources	
Other Than taxation	65,658
Beginning Cash and	
Investment Balance	364,518
Amount to be Raised by Tax Levy	53,375
TOTAL FROM ALL SOURCES	\$483,551

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	180,000
Interest on Bonds	65,475
Other Services & Charges	2,000
Total Expenditures	\$247,475
Cash balance at End of Year	236,076
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$483,551

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$0
Transfer From Other Funds	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and	
Investment Balance	216,660
Amount to be Raised by Tax Levy	195,000
TOTAL FROM ALL SOURCES	\$411,660

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	155,000
Interest on Bonds	38,790
Other Services & Charges	2,500
Transfers to Other Funds	0
Total Expenditures	\$196,290
Cash balance at End of Year	215,370
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$411,660

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
for the fiscal year ended September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$500
County Shared Revenue	\$62,028
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	62,528
Beginning Cash and	
Investment Balance	244,516
Amount to be Raised by Tax Levy	50,000
TOTAL FROM ALL SOURCES	\$357,044

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	105,000
Interest on Bonds	33,685
Other Services & Charges	2,500
Total Expenditures	\$141,185
Cash balance at End of Year	215,859
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$357,044

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and Investment Balance	118,337
Amount to be Raised by Tax Levy	0
TOTAL FROM ALL SOURCES	\$118,337

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	50,000
Interest on Bonds	2,000
Other Services & Charges	1,000
Total Expenditures	\$53,000
Cash balance at End of Year	65,337
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$118,337

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$0
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	1,255
Amount to be Raised by Tax Levy	0
TOTAL FROM ALL SOURCES	\$1,255

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Transfers	1,255
Total Expenditures	\$1,255
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,255

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

2016 TIF BOND AND INTEREST
FUND (Whispering Pines):

REVENUES & BEG. CASH:

Interest	\$1,000
County Shared Revenue	\$210,285
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>211,285</u>
Beginning Cash and	
Investment Balance	603,777
Amount to be Raised by Tax Levy	<u>170,945</u>
TOTAL FROM ALL SOURCES	<u><u>\$986,007</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	190,000
Interest on Bonds	90,103
Other Services & Charges	<u>2,000</u>
Total Expenditures	<u>\$282,103</u>
Cash balance at End of Year	<u>703,904</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$986,007</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$300
County Shared Revenue	\$41,583
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>41,883</u>
Beginning Cash and	
Investment Balance	83,770
Amount to be Raised by Tax Levy	<u>34,022</u>
TOTAL FROM ALL SOURCES	<u><u>\$159,675</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	53,000
Interest on Bonds	22,605
Other Services & Charges	<u>0</u>
Total Expenditures	<u>\$75,605</u>
Cash balance at End of Year	<u>84,070</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$159,675</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

**AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$3,330,000
State Shared Revenues	185,000
Miscellaneous	40,200
Transfers In	250,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	<u>3,805,200</u>
Beginning Cash and	
Investment Balance	<u>(365,717)</u>
TOTAL FROM ALL SOURCES	<u><u>\$3,439,483</u></u>

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	50,000
Capital Outlays	<u>3,359,283</u>
Total Expenditures	<u>\$3,409,283</u>
Cash balance at End of Year	<u>30,200</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$3,439,483</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$400
County Shared Revenue	\$29,857
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	30,257
Beginning Cash and	
Investment Balance	122,076
Amount to be Raised by Tax Levy	89,571
TOTAL FROM ALL SOURCES	\$241,904

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	75,000
Interest on Bonds	44,413
Other Services & Charges	2,000
Total Expenditures	\$121,413
Cash balance at End of Year	120,491
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$241,904

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$10,762
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>10,762</u>
Beginning Cash and	
Investment Balance	13,983
Amount to be Raised by Tax Levy	<u>8,805</u>
TOTAL FROM ALL SOURCES	<u><u>\$33,550</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	13,000
Interest on Bonds	7,673
Paying Agent Fees	2,000
Other Services & Charges	<u>0</u>
Total Expenditures	<u>\$22,673</u>
Cash balance at End of Year	<u>10,877</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$33,550</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Interest	\$800
County Shared Revenue	\$164,980
Transfer From Other Funds	66,407
Total From All Sources	
Other Than taxation	232,187
Beginning Cash and	
Investment Balance	810,049
Amount to be Raised by Tax Levy	134,116
TOTAL FROM ALL SOURCES	\$1,176,352

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	172,000
Interest on Bonds	119,935
Other Services & Charges	2,500
Total Expenditures	\$294,435
Cash balance at End of Year	881,917
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,176,352

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$1,700,000
State Grants	5,203,976
County Shared Revenues	1,820,000
Miscellaneous	1,000
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	8,724,976
Beginning Cash and	
Investment Balance	(963,207)
TOTAL FROM ALL SOURCES	\$7,761,769

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	1,540,000
Capital Outlays	6,221,769
Principal Payments	0
Interest Payments	0
Total Expenditures	\$7,761,769
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$7,761,769

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2023

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$7,083,700
State Grants	\$85,000
Miscellaneous	145,400
Transfers-In	400,000
Non-Revenue Reciepts	0
Total From All Sources	
Other Than taxation	7,714,100
Beginning Cash and	
Investment Balance	1,167,820
Amount to be Raised by Tax Levy	245,000
TOTAL FROM ALL SOURCES	\$9,126,920

EXPENDITURES & ENDING CASH:

Personnel	1,452,580
Supplies & Expenses	303,410
Other services & Charges	555,175
Capital Outlays	6,121,218
Total Expenditures	\$8,432,383
Cash balance at End of Year	694,537
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$9,126,920

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2023

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
Miscellaneous	68,800
Transfers-In	3,639,000
Non-Revenue Receipts	2,910,095
Total From All Sources	<u>6,617,895</u>
Other Than taxation	<u>6,617,895</u>
Beginning Cash and	
Investment Balance	1,905,217
TOTAL FROM ALL SOURCES	<u><u>\$8,523,112</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	\$1,000,000
Capital Outlays	6,888,195
Transfers	0
Total Expenditures	<u>7,888,195</u>
Cash balance at End of Year	<u>634,917</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$8,523,112</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$16,000
Miscellaneous	219,740
Transfers-In	850,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	1,085,740
Beginning Cash and	
Investment Balance	140,302
TOTAL FROM ALL SOURCES	\$1,226,042

EXPENDITURES & ENDING CASH:

Personnel	653,600
Supplies & Expenses	49,200
Other services & Charges	205,100
Capital Outlays	289,740
Total Expenditures	\$1,197,640
Cash balance at End of Year	28,402
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,226,042

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

COVID FISCAL RECOVERY FUND:

REVENUES & BEG. CASH:

Federal Grants	0
Interest Earnings	0
Total Revenues	0
Beginning Cash and Investment Balance	12,875,808
TOTAL FROM ALL SOURCES	\$12,875,808

EXPENDITURES & ENDING CASH:

Supplies	
Other services & Charges	0
Capital Outlays	12,875,808
Transfers Out	0
Total Expenditures	\$12,875,808
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$12,875,808

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

**COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$2,880,735
Miscellaneous	\$700
Transfers In	36,000
Total From All Sources	
Other Than taxation	2,917,435
Beginning Cash and	
Investment Balance	(67,763)
TOTAL FROM ALL SOURCES	\$2,849,672

EXPENDITURES & ENDING CASH:

Personnel	353,990
Supplies & Expenses	8,250
Other services & Charges	973,850
Capital Outlays	1,507,216
Transfers	0
Total Expenditures	\$2,843,306
Cash balance at End of Year	6,366
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$2,849,672

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

SPECIAL SALES TAX-PARKS/RECREATION/USM IMPROVEMENTS FUND

REVENUES & BEG. CASH:

Intergovernmental Revenues:

Federal Grants	0
State Grants	
State Shared Revenues	3,125,000
Non-Revenue Receipts	5,500,000
Miscellaneous	2,000
Total Revenues	<u>8,627,000</u>
Beginning Cash and Investment Balance	<u>1,603,721</u>
TOTAL FROM ALL SOURCES	<u><u>\$10,230,721</u></u>

EXPENDITURES & ENDING CASH:

Personal Services	52,980
Other services & Charges	1,889,206
Capital Outlays	8,286,535
Transfers to Other Funds	0
Total Expenditures	<u>\$10,228,721</u>
Cash balance at End of Year	<u>2,000</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$10,230,721</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Bond Premium	0
State Grants	18,500,000
Transfers	0
Interest Earnings	
Total Revenues	<u>18,500,000</u>
Beginning Cash and Investment Balance	<u>11,330,591</u>
TOTAL FROM ALL SOURCES	<u><u>\$29,830,591</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	29,830,591
Transfers to Other Funds	0
Total Expenditures	<u>\$29,830,591</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$29,830,591</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

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

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Bond Premium	0
State Grants	18,500,000
Transfers	0
Interest Earnings	40,000
Total Revenues	<u>18,540,000</u>
Beginning Cash and Investment Balance	<u>11,330,591</u>
TOTAL FROM ALL SOURCES	<u><u>\$29,870,591</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	29,830,591
Transfers to Other Funds	0
Total Expenditures	<u>\$29,830,591</u>
Cash balance at End of Year	<u>40,000</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$29,870,591</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

2019 FIRE STATION
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	\$2,300
Grant Revenues - State of MS	0
Transfers In	0
Note Proceeds	
Proceeds from General Obligation Bond Issue	0
Total Revenues	<u>2,300</u>
Beginning Cash and	
Investment Balance	946,441
TOTAL FROM ALL SOURCES	<u>\$948,741</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	946,441
Transfers Out	0
Total Expenditures	<u>\$946,441</u>
Cash balance at End of Year	<u>2,300</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$948,741</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

INFRASTRUCTURE IMPROVEMENTS - INTERNET SALES TAX FUND:

REVENUES & BEG. CASH:

Intergovernmental Revenue	\$3,600,000
Transfers In	0
Miscellaneous	
Non-Revenue Receipts	
Total Revenues	<u>3,600,000</u>
Beginning Cash and	
Investment Balance	<u>2,073,013</u>
TOTAL FROM ALL SOURCES	<u><u>\$5,673,013</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Transfers Out	0
Capital Outlays	<u>5,673,013</u>
Total Expenditures	<u>\$5,673,013</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$5,673,013</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

**KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:**

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	10
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	<u>10</u>
Beginning Cash and Investment Balance	<u>2,359</u>
TOTAL FROM ALL SOURCES	<u>\$2,369</u>

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	<u>2,369</u>
Total Expenditures	<u>\$2,369</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$2,369</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2023

**SERIES 2016 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:**

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>1,676,138</u>
TOTAL FROM ALL SOURCES	<u><u>\$1,676,138</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	1,676,138
Transfers Out	
Total Expenditures	<u>\$1,676,138</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$1,676,138</u></u>



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 22, 2023

Re: Adopt a Resolution to sponsor a baby safety device as defined by statute and place said device at Fire Station #1 (or such other station as may be deemed by the city) in the City of Hattiesburg, in accordance with House Bill 1318 passed in the 2023 regular session of the Mississippi Legislature which amended Section 45-15-201 et seq.
File Number: 2023-573
Minute Book #

Summary

Recommendation Statement

Please place this on the August 22, 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 **21st** day of **August, 2023**, the following Resolution:

ADOPT A RESOLUTION TO SPONSOR A BABY SAFETY DEVICE AS DEFINED BY STATUTE AND PLACE SAID DEVICE AT FIRE STATION #1 (OR SUCH OTHER STATION AS MAY BE DEEMED BY THE CITY) IN THE CITY OF HATTIESBURG, IN ACCORDANCE WITH HOUSE BILL 1318 PASSED IN THE 2023 REGULAR SESSION OF THE MISSISSIPPI LEGISLATURE WHICH AMENDED SECTION 45-15-201 ET SEQ

WHEREAS, in its 2023 regular session the Mississippi legislature enacted House Bill 1318, which was signed by the Governor; and

WHEREAS, said House Bill 1318 amended Section 43-15-201 *et seq.*, Mississippi Code of 1972, (“the statute”) to provide, among other things, for an emergency medical services provider, to take possession of a child who is forty-five (45) days old or younger if the child is voluntarily placed in a baby safety device that is sponsored by an emergency medical services provider and meets the requirements and specifications described in the statute by the child’s parent and the parent did not express an intent to return for the child; and

WHEREAS, “emergency medical services provider” is defined in the statute as including “a municipality that sponsors a baby safety device that meets the requirements” and a “fire station...staffed with full-time firefighters”; and

WHEREAS, the governing authorities of the City of Hattiesburg (“the City”) desire to sponsor a baby safety device as defined by the statute and place said device at Fire Station # 1 (or such other station as may be deemed by the city) in the City of Hattiesburg, Mississippi; and

WHEREAS, in agreeing to sponsor such a baby safety device the City claims the immunity from civil liability provided for in Section 43-15-209, Mississippi Code of 1972, as amended.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg that the City sponsor a baby safety device as defined in Section 43-15-201 *et seq.*, Mississippi Code of 1972, as amended, said device to be placed at Fire Station # 1(or such other station as may be deemed by the city), and the City hereby claims the immunity from civil liability provided for in Section 43-15-209, Mississippi Code of 1972, as amended.

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, to wit;

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the **22nd** day of **August, 2023**.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **22nd** day of **August, 2023**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Hunter White, Deputy Director

cc:

Date: Tuesday, August 22, 2023

Re: Adopt a Resolution obligating ARPA funds; authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for Edwards Street Sewer Improvements.
File Number: 2023-539
Minute Book #

Summary

Adopt resolution obligating ARPA funds; authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for Edwards Street Sewer Improvements.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 22, 2023 City Council meeting for consideration.

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG,
MISSISSIPPI OBLIGATING ARPA FUNDS; AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT BY AND BETWEEN THE CITY AND THE
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR GRANT
FUNDS UNDER THE MISSISSIPPI MUNICIPALITY AND COUNTY WATER
INFRASTRUCTURE GRANT PROGRAM; AUTHORIZING THE EXECUTION OF A
RELATED CONSTRUCTION CONTRACT; AND FOR RELATED PURPOSES**

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, “ARPA”), allotted approximately \$350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi (“City”) has received a total of \$12,875,821 from ARPA (“Funds”); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ’s and related guidance, as amended from time to time (“Guidance”), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, the Final Rule expressly permits the Funds to be used for a broad range of investments in Clean Water Act infrastructure, including projects to “improve access to clean drinking water and improve wastewater and stormwater infrastructure systems,” which may be funded under the “water, sewer, and broadband eligible use category,” 87 Fed. Reg. 4338, 4409 (January 27, 2022); and

WHEREAS, FAQ No. 6.12 specifies that eligible stormwater projects include a “wide range of culvert repair, resizing, and removal replacement of storm sewers, and additional types of stormwater infrastructure,” FAQs (as of April 10, 2023), # 6.12 at p. 42; and

WHEREAS, the Project, as defined below, is eligible under ARPA and its Guidance as it is improvements to be made to the City’s sewer mains, manholes, and potable water mains in and around Edwards Street as a necessary investment in Clean Water Act infrastructure; and

WHEREAS, the Mississippi Senate Bill 2822 (2022 Regular Session) provided funding and parameters for a program, which funding is derived from the State of Mississippi’s ARPA allocation, and will provide matching funds on a one-to-one basis to eligible counties and municipalities for making necessary investments in water, wastewater, and stormwater infrastructure known as the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program; and

WHEREAS, the Mississippi Department of Environmental Quality (“MDEQ”) developed regulations, FAQ’s, and related guidance for the MCWI program (the “MCWI Guidance”); and

WHEREAS, the MCWI Guidance defines eligible applicants to include any Mississippi municipality that has been awarded ARPA funds that will direct funds towards necessary investments in infrastructure including projects that are eligible for the Environmental Protection Agency’s Clean Water State Revolving Fund Program, the Drinking Water State Revolving Fund Program, and certain storm water infrastructure projects, all as eligible under the Guidance; and

WHEREAS, on September 6, 2022, the Mayor and City Council (“Governing Body”) of the City of Hattiesburg, Mississippi (“City”) adopted a “Resolution of the Mayor and City Council of Hattiesburg, Mississippi Authorizing the Submittal of Application to the Mississippi Municipal and County Water Infrastructure (“MCWI”) Grant Program and Designating its Authorized Representatives to Execute the Application”;

WHEREAS, the City was subsequently awarded funding under the MCWI program for the Edwards Street Infrastructure Rehab (“Project”), pursuant to the Subaward Agreement, MDEQ Agreement No. 116-1-CW-5.5 (“Agreement”) in the amount of \$587,453.00, attached hereto as **Exhibit A**;

WHEREAS, the City advertised for bids for the Project in accordance with Miss. Code Ann. § 31-7-13 and its Uniform Guidance Policy for American Rescue Plan Fiscal Recovery Funds for the City of Hattiesburg, Mississippi, a copy of such proof of publication and posting to MPTAP for MB/WBE compliance is attached hereto as **Exhibit B**;

WHEREAS, upon receipt of bids for the Project and on August 8, 2023, the City determined that the bid received from Grady Crawford Construction Co., Inc. of Baton Rouge (“Crawford”) was the lowest and best bid in the amount of \$1,515,632.00; and resolved to award the Project to Crawford and, therefore, desires to enter into a contract with Crawford to construct the Project (“Construction Contract”), the form of which is attached hereto as **Exhibit C**; and

WHEREAS, in addition to the \$587,453.00 awarded to the City under the MCWI program for the Project, the City desires to allocate \$928,179.00 of its Funds for construction of the Project, which includes the amount of \$587,453.00 as its match for the MCWI funds awarded by MDEQ and an additional amount of \$340,726.00 of the City’s Funds for excess costs and contingencies per the bid by Crawford, all under the “water, sewer, and broadband eligible use category,” as allowed by the Guidance; and

WHEREAS, the City now desires to enter into the Agreement, the Construction Contract, and authorize the requisite officials to move forward with Crawford constructing the Project.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. That the Mayor is hereby authorized to execute the Agreement, attached as Exhibit A, and the Agreement is incorporated in full herein.
2. That the City shall comply with all terms, conditions and requirements in the Agreement.
3. That, in addition the funds received under the Agreement, the City shall obligate its ARPA Funds in the amount of \$928,179.00 for the Project under the “water, sewer, and broadband eligible use category.”
4. That the Mayor is hereby authorized to execute the construction contract with Crawford, the form of which is attached hereto as Exhibit C and incorporated in full herein.

Following the reading of the foregoing Resolution, Councilperson _____ made the motion and Councilperson _____ seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the 8th day of August, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the __ day of _____, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

MCWI SUBRECIPIENT AGREEMENT

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 116-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Edwards St. Sewer” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$1,515,632.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$587,453.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$587,453.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$340,726.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$60,625.28**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Hundred Eighty-Seven Thousand Four Hundred Fifty-Three Dollars and Zero Cents (\$587,453.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to

the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF HATTIESBURG

Mayor Toby Barker
Signature of Authorized Representative

Toby Barker
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Edwards St. Sewer

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project is replacement of sewer mains, manholes, and potable water mains in the area identified as Edwards Street Infrastructure Rehab.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and

all applicable permits and agency approvals, if not already submitted to MDEQ;

- c. Within 15 days of execution of this Agreement , advertise each construction contract for bids, if not already advertised;
- d. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- e. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- f. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- g. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- h. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- k. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- l. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

EXHIBIT B
PROCUREMENT DOCUMENTATION

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403

(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 227 Published 2 times

Date 1st Published: May 11 Amt: 27.24

Date 2nd Published: May 18 Amt: 22.70

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 49.94

Proof of Publication Fee: 3.00

TOTAL: 52.94

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18
day of May, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: SDW-Edwards St
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 AM on June 15, 2023 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

EDWARDS STREET
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID:
EDWARDS STREET
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law, but the Board reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 2 day of May A.D., 2023.

CITY OF HATTIESBURG, MISSISSIPPI

By: Kermas Eaton, City Clerk
Published May 11, 2023



Shannon McConnell

From: Agency Bid Bank <agencybidbank@mississippi.org>
Sent: Thursday, May 11, 2023 10:40 AM
To: Shannon McConnell
Subject: MPTAP Bid Submission -- 05/11/2023 10:40 AM

Thank you for your bid submission on 05/11/2023 10:40 AM.

Please Keep this Confirmation for your Records

User: smcconnell@sd-w.com (Shannon McConnell)
Agency: Shows, Dearman and Waits, Inc.
Division:

Bid Number: 10763-20230511103804
Alternate Bid Number (if applicable): 12220-002
Bid Due Date and Time: 6/15/2023 10:00:00 AM
NIGP Number: 91345
NIGP Description: Construction Services, Heavy, Sewer and Storm Drain
Major Procurement Category: CONSTRUCTION
Sub Procurement Category: CONSTRUCTION - SERVICES
Pre-Bid Conference: False
Pre-Bid Conference Date and Time: N/A
Pre-Bid Description (if applicable): N/A
Bid Description: EDWARDS STREET INFRASTRUCTURE IMPROVEMENTS HATTIESBURG, MISSISSIPPI
File attached: True
File Attachment Generated File Name: 10763-20230511103804.pdf
File Attachment Description (if applicable): Advertisement for Bids

Thank you for your bid submission. Your bid has been registered with our system, and the MPTAP administrator has been notified of your bid.

Confidentiality Note: The Mississippi Development Authority (MDA) is committed to ensuring complete confidentiality of information for our customers. To this end, the information contained in this e-mail and/or document(s) attached is for the exclusive use by the individual named above and/or their organization and may contain confidential, privileged and non-disclosable information. If you are not the intended recipient, please refrain from reading, photocopying, distributing or otherwise using this e-mail or its contents in any way. If you have received this transmission in error, please notify me immediately. (MDA-2012)

EXHIBIT C
CONSTRUCTION CONTRACT

81394281.v1

SPECIFICATIONS AND CONTRACT DOCUMENTS

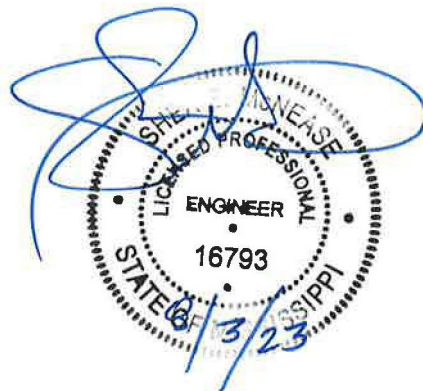
FOR

**EDWARDS STREET
INFRASTRUCTURE IMPROVEMENTS**

FOR THE

CITY OF HATTIESBURG

AUGUST 2023

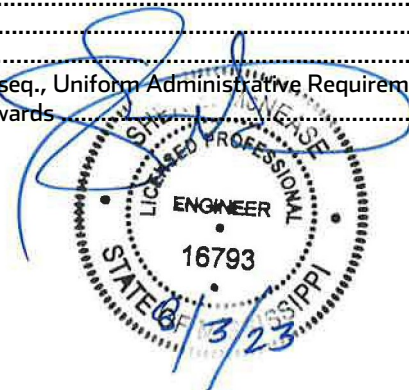


PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS**

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg, MISSISSIPPI**, will receive sealed bids until **10:00 AM** on **July 13, 2023** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**EDWARDS STREET
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi. The City of Hattiesburg is an Equal Opportunity Employer. The City encourages small and minority businesses, women's business enterprises, and labor surplus area firms to submit proposals.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
EDWARDS STREET
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Board reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 2 day of May A.D., 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on May 11, 2023 and May 18, 2023
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at City Hall until 10:00 AM on June 15, 2023, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **Edwards Street Infrastructure Improvements, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible

BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to complete the work within the time stipulated, a deduction will be made of \$750 a day

from the money due the CONTRACTOR not as a penalty but as liquidated damages. The CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 150 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,



Authorized by Richard Casey Crawford, President

Grady Crawford Construction Co., Inc. of BR

PO Box 967 Baton Rouge, LA 70821
ADDRESS

PROPOSAL

EDWARDS STREET INFRASTRUCTURE IMPROVEMENTS

Item	Description	Unit	Quantity	Unit Price	Extension
Sewer Pipe Items					
1	6" SDR 26 PVC Sewer Pipe (0'- 6') (Open Cut)	LF	10	65.00	650.00
2	8" SDR 26 PVC Sewer Pipe (0'- 6') (Open Cut)	LF	10	69.00	690.00
3	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	800	73.50	58,800.00
4	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	465	81.00	37,665.00
5	8" SDR 26 PVC Sewer Pipe (10'- 12') (Open Cut)	LF	400	89.00	35,600.00
6	Removal of Existing Sewer Line	LF	715	16.00	11,440.00
7	Abandonment of Existing Sewer Line (All Sizes)	LF	615	4.00	2,460.00
8	Tracer Wire System for Sewer	LS	1	8,100.00	8,100.00
Sewer Manhole Items					
9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3	5,075.00	15,225.00
10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	2	6,319.00	12,638.00
11	48" Precast Concrete Sewer Manhole (10' - 12')	EA	2	7,371.00	14,742.00
12	Demolition and Removal of Existing Manholes (All Types)	EA	3	500.00	1,500.00
13	Abandonment of Existing Manhole	EA	4	425.00	1,700.00
Sewer Service Items					
14	4" Sanitary Sewer Service Cleanout	EA	21	695.00	14,595.00
15	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	440	34.00	14,960.00

16	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	525	40.00	21,000.00
17	8"x8"x6" PVC Service Tee	EA	21	265.00	5,565.00
18	Existing Sewer Service Investigation	EA	7	98.00	686.00
	Water Pipe Items				
19	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	LF	30	23.00	690.00
20	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2,640	70.00	184,800.00
21	8" 200 PSI, DR 11, HDPE (Directional Bore) (Incl. adapter fittings)	LF	220	129.00	28,380.00
22	Tracer Wire System for Water	LS	1	9,953.00	9,953.00
	Water Connection Items				
23	Cut and Cap Existing Lines	Each	11	300.00	3,300.00
24	Connection: Prop 2" to Exist 2" (Coupling & other fittings)	Each	1	917.00	917.00
25	Connection: Prop 6" to Exist 2" (Coupling & other fittings)	Each	1	2,578.00	2,578.00
26	Connection: Prop 6" to Exist 6" (Hot Tap w/ Valve & other fittings)	Each	7	9,112.00	63,784.00
27	Connection: Prop 6" to Prop 6" (6"x6"x6" Tee & other fittings)	Each	1	5,232.00	5,232.00
28	Connection: Prop 6" to Prop 6" & Prop 2" (6"x6"x6" Tee & other fittings)	Each	1	4,865.00	4,865.00
	Water Valve Items				
29	6" Gate Valve	Each	6	1,940.00	11,640.00
	Water Fire Protection Items				

30	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	7	7,826.00	54,782.00
31	Removal of Existing Fire Hydrant	Each	2	1,500.00	3,000.00
	Water Service Items				
31	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	20	720.00	14,400.00
32	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	4	2,048.00	8,192.00
33	Residential Service Tubing (Open Cut) (All Sizes)	LF	470	14.00	6,580.00
34	Residential Service Tubing (Bored) (All Sizes)	LF	210	26.00	5,460.00
35	Commercial Service Tubing (Open Cut) (All Sizes)	LF	70	18.00	1,260.00
36	Remove and Reset Water Meter	Each	18	395.00	7,110.00
	Miscellaneous Construction Items				
37	Crushed Aggregate (Size 610)	Ton	1,330	88.00	117,040.00
38	Select Fill Material (Class 9, Group C), LVM	CY	3,730	16.00	59,680.00
39	Concrete Pavement for Driveway and Parking Lot Repair (All Depths)	SY	200	118.00	23,600.00
40	9.5mm Hot Mix Asphalt	Ton	440	297.00	130,680.00
41	19mm Hot Mix Asphalt	Ton	290	390.00	113,100.00
42	Cold Milling of Bituminous Pavement (All Depths) (for Tie-Ins)	SY	420	27.00	11,340.00
43	Concrete Sidewalk Repair (All Depths)	SY	200	81.00	16,200.00
44	Concrete Curb & Gutter (Match Existing Type)	LF	405	47.00	19,035.00
45	Remove and Replace Existing Chain Link Fence	LF	190	44.00	8,360.00
46	6" Thermoplastic Traffic Stripe, Detail Yellow	LF	400	20.00	8,000.00
47	Thermoplastic Legend Traffic Stripe, White (6" Equivalent)	LF	364	29.00	10,556.00

48	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	1,470	19.00	27,930.00
49	Grassing (Incl. Seed, Top Soil, Fertilizer, Watering, etc.)	SY	190	10.00	1,900.00
50	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	150	26.00	3,900.00
51	Clearing and Grubbing	Acre	0.1	26,000.00	2,600.00
52	Temporary Erosion Control	LS	1	10,000.00	10,000.00
53	Maintenance of Traffic	LS	1	70,000.00	70,000.00
54	Mobilization	LS	1	108,000.00	108,000.00
			BID TOTAL:		1,416,860.00

Base Bid Respectfully Submitted, Name of Firm or Bidder: Grady Crawford Construction Co., Inc. of BR

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, Grady Crawford Construction Co., Inc. of Baton Rouge Principal, and Hartford Accident & Indemnity Company as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 15th day of June, 2023.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

**EDWARDS STREET
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.



Grady Crawford Construction Co., Inc. of Baton Rouge

PRINCIPAL

Hartford Accident & Indemnity Company

SURETY

BY: Ryan Vicknair
Ryan Vicknair, Attorney-In-Fact



IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

**EDWARDS STREET
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI**

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of \$ _____ for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and

payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Conditions for Compliance	Payment Bond

with 2 C.F.R. § 200 et seq.
Technical Specifications
Drawings

Performance Bond
Addenda

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. To the extent that any provisions of the Contract Documents are in conflict with the provisions of the Conditions for Compliance with 2 C.F.R. § 200 et seq., the provisions in the Conditions for Compliance with 2 C.F.R. § 200 et seq. shall control.

OWNERS:

City of Hattiesburg

SEAL

Authorized by:

(Printed Name & Title)

ATTEST _____

CONTRACTOR:

SEAL

ATTEST _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____
(hereinafter called the Principal), a corporation, partnership or individual duly authorized
by law to do business as a construction contractor in the State of Mississippi, and _____
_____ of _____
(herein called the Surety), a corporation duly authorized to do surety business under the
laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg
, MS (hereinafter called the Obligee), a Municipality existing under the laws of the State
of Mississippi, in the penal sum of _____
Dollars (_____) lawful money of the United States, for the payment of which
well and truly to be made, the said Principal and the said Surety do hereby bind
ourselves, our heirs, executors, administrators and assigns, jointly and severally, by
these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument
in writing attached hereto and bearing date of _____
has agreed with said Obligee to do all work necessary and to furnish labor, materials,
tools, supplies and services to construct **EDWARDS STREET INFRASTRUCTURE
IMPROVEMENTS, HATTIESBURG, MISSISSIPPI** as shown on Plans and specified
thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and
workmanlike manner, and to the satisfaction of Obligee perform and complete the work
required, and shall defend, indemnify and save harmless said Obligee against all
damages, claims, demands, expense and charge of every kind (including claims of patent
infringement) arising out of injury or damage to persons or property by reason or arising
from any act, omission or neglect of said Principal, his agent, servants or employees with
relation to said work; and shall pay all cost, charges, rentals and expenses for labor,
material, supplies and equipment and deliver the said improvement to Obligee completed
and ready for occupancy or operation, and free from all liens, encumbrances or claims for
labor, material or otherwise; and shall pay all other expenses lawfully chargeable to
Obligee by reason of any default or neglect of the said Principal in the relation of said
agreement and said work, then this obligation shall be void, otherwise to remain in full
force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates
and agrees that no charge, extension of time, alteration or addition to the terms of the
Contract, or the work to be performed thereunder, or the Specifications accompanying
the same, shall in any way affect its obligation on this bond and does hereby waive notice
of any change, extension of time, alteration or addition to the terms of the Contract, or to
the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or

subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

Conditions for Compliance with 2 C.F.R. § 200 et seq., the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General

Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.2 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.3 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.4 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction.

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.1 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project

Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon

which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent

in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or

Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in

obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge

the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties

on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to

arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if

within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the

Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have

been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required.

And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty

payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original

allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the

completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only

that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the

site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated

damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or

similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or

other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is

due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve

his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S Contingent or Protective Liability and Property Damage:**

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. **Automotive Public Liability and Property Damage**

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. **OWNER'S Protective Liability Policy**

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work “broom” clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR

and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

Measurement and payment for the following bid items shall be as described and shall include all material equipment, labor and testing to install and make operational a complete sewer system as detailed on the contract drawings and in these specifications.

SEWER MAIN (SDR-26), HDPE, DUCTILE IRON, OR OTHER

Payment for all sewer mains will be per linear foot for various diameter pipe measured from centerline of manhole to centerline of manhole in relation to the diameter of the pipe and the depth of cut as shown in the individual bid items. The item shall be paid per linear foot.

REMOVAL OF EXISTING SEWER LINE

Payment for removal of existing sewer line shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per linear foot.

ABANDONMENT OF EXISTING SEWER LINE

Payment for abandonment of existing sewer line shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per linear foot.

TRACER WIRE SYSTEM FOR WATER/SEWER

Installation requirements for tracer wire shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to provide a complete tracer system for the sewer infrastructure with proper grounding and connection points as shown in the plans and specifications. Grounding and hook-up locations shall be absorbed in the price of the tracer wire. The item shall be paid per linear foot.

MANHOLES

Payment for manholes will be per each and depth of manhole in appropriate depth bracket measured from lid of manhole to downstream invert. Depth shall be based on individual bid items.

DEMOLITION AND REMOVAL OF EXISTING MANHOLE

Payment for demolition and removal of existing manhole shall be as indicated on the construction plans. The item shall include the removal of the manhole frame and lid assembly with storage and delivery to City of Hattiesburg, demolition of the remainder of the manhole as indicated on the construction plans removal of the manhole as indicated. The item shall include all labor, equipment and materials necessary to demolish and remove an existing manhole. Bypass pumping shall be an absorbed portion of this item should it be necessary for the removal. The item shall be paid per each.

ABANDONMENT OF EXISTING MANHOLE

Payment for abandonment of existing manhole shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the

item. The item shall be paid per each.

DROP MANHOLE ASSEMBLY

Payment for drop manhole assembly shall include furnishing and installing all hardware required to assemble a drop as detailed in the plans and specifications. Payment shall be per each.

SANITARY SEWER SERVICE CLEANOUT

Payment for sewer cleanout will be per each to include all labor, materials and equipment at the bid size. Price shall reflect each necessary cleanout as determined by the ENGINEER to provide sanitary sewer service to project area.

SANITARY SEWER SERVICE

Payment for sanitary sewer service will be per linear foot for various diameter pipe. Item shall include PVC pipe, fittings, and other items necessary for a functioning service. Item shall include all labor, equipment and materials necessary to install all equipment. The item shall be per linear foot.

SANITARY SEWER SERVICE TEE

Payment for sanitary sewer service tee will be per each at the bid size and type. Price shall include all labor, materials and equipment necessary to install sanitary sewer service tee based on plans and specifications.

DUCTILE IRON, PVC and HDPE WATER SYSTEMS

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material sheeting, shoring, bracing, dewatering, testing, fittings, reducers, flushing the system and related items not specifically covered under other pay items. The contract price shall be determined by the measured distance of pipe installed and accepted per linear foot.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing gate valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, valve box, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational hydrant. Pay shall be determined per each.

REMOVAL OF EXISTING FIRE HYDRANT

Payment for removal of fire hydrant shall include capping/plugging existing service line and removal of the hydrant. Item shall be paid per each.

SERVICE TAP

Payment for service tap shall include all fittings, tubing, tapping saddle, corporation stop, materials, labor and equipment to provide a new water service. Item shall be paid per each.

SERVICE TUBING

Payment for installation of service tubing shall include furnishing and installing service tubing as directed by the ENGINEER. Item shall include all boring, trenching, excavating, compaction of backfill, disposal of excess excavated material etc. to install service tubing as directed. Payment shall be per linear foot measured from each connection point.

RESIDENTIAL METER

Payment for residential meter shall include all components, labor and equipment for a fully operational water meter. Meter shall meet the requirements of the plans and specifications and function fully within the existing system. Item shall include meter, box and any necessary fittings and shall be paid per each.

CRUSHED AGGREGATE

Payment for crushed aggregate shall include furnishing and installing material as specified in the plans and specifications. Crushed aggregate shall be installed as a base material for the pavement repairs. Crushed aggregate may be used for a temporary riding surface and will be the surface of Camp Street throughout the life of the project. Temporary riding surface will be removed prior to pavement repairs and moved to another location as directed by the engineer at no additional cost to the project. Payment shall be per ton from certified scales.

SELECT FILL MATERIAL

Payment for select fill material will be based on loose vehicular measurement. Haul vehicles shall be measured and volumes calculated. It shall be the discretion of ENGINEER as to the overall percentage full of haul material and that determination shall be final. Item shall include material, haul, placement and testing necessary to meet the plans and specifications.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement, finishing and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE

Payment for concrete shall include furnishing and installing concrete with specified class as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Item shall include reinforcing steel, grates, etc. as necessary and required. Payment shall be per cubic yard.

HOT MIX ASPHALT

Payment for hot mix asphalt shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per ton.

CONCRETE SIDEWALK REPAIR

Payment for concrete sidewalk repair shall include furnishing and installing sidewalk to match removed concrete sidewalk. Item shall include saw cutting, forming, material, haul, placement, compaction and testing necessary to meet the plans and specifications. Item shall not be used for damage to sidewalk as a result of poor construction methods or neglect from the contractor. Payment shall be per square yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing curb and gutter. Item shall be paid per linear foot.

CONCRETE DITCH REPAIR

Payment for concrete ditch repair shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing paved ditch. Item shall be paid per square yard.

CLASS "B" CONCRETE, MINOR STRUCTURES

Payment for Class "B" Concrete, Minor Structures shall include grading, forming, materials, placement, compaction and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition. Item shall be paid per cubic yard.

REINFORCING STEEL

Payment for reinforcing steel shall include grading, forming, materials, tying, spacing and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition. Item shall be paid per pound.

INLET GRATINGS

Payment for inlet gratings shall include casting, materials, installation and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition. Item shall be paid per pound.

INLET CASTINGS

Payment for inlet castings shall include casting, materials, installation and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition. Item shall be paid per pound.

DRAINAGE PIPE

Payment for all drainage pipe will be per linear foot for various diameter pipe and material type measured from end of pipe to end of pipe installed in relation to the diameter of the pipe.

REMOVAL OF EXISTING PIPE CROSS DRAINS

Payment for removal of existing pipe cross drains shall include removal of all pipe materials from project site. Item shall be as authorized by the engineer. Item shall be paid per linear foot.

REMOVAL OF EXISTING CORRUGATED HDPE PIPE AND RESET

Payment for removal of existing corrugated HDPE pipe and reset shall include removal of all pipe materials, storing materials, and installation of materials in a new location as directed by the ENGINEER. Item shall be paid per linear foot.

REMOVAL, SALVAGE, AND RESET EXISTING FENCE

Payment for removal, salvage, and reset of existing fence shall include removal of all fence materials, storing materials, and installation of materials in a new location as directed by the ENGINEER. Item shall be paid per linear foot.

6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE

Payment for 6" Yellow Thermoplastic Detail Stripe shall include materials, labor, and equipment for the installation of striping at locations directed by the ENGINEER and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Item shall be paid per linear foot.

LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING

Payment for Legend White Thermoplastic Traffic Marking shall include materials, labor, and equipment for the installation of striping at locations directed by the ENGINEER and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Item shall be paid per linear foot.

SOLID SOD

Payment for solid sod shall include furnishing and installing sod, fertilizer, lime and other components required to establish permanent grassing matching existing conditions. Solid Sod shall include final grading prior to installation of sod materials. The unit measurement shall be per square yard.

LANDSCAPE RESTORATION

Payment for Landscape Restoration shall include furnishing and installing of top soil, mulch, plants, fertilizer, watering, final grading and other components required to re-establish landscaping to matching existing conditions. The unit measurement shall be per square foot.

CLEARING AND GRUBBING

Payment for clearing and grubbing shall include removal of all items within the required limits of construction necessary to complete the project based on the construction plans and specifications. Payment shall include off site removal of all items removed during clearing and grubbing. Item shall include all materials, labor and equipment necessary to meet the plans and specifications. Payment shall be per acre.

TEMPORARY EROSION CONTROL

Payment for Temporary Erosion Control shall include furnishing, installing and maintaining hay bales or silt fence as required by current Mississippi Department of Environmental Quality standards. Hay bales and silt fence shall be installed and maintained to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be lump sum and includes any required maintenance.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the ENGINEER.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site, to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

SANITARY SEWERAGE SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of sewer pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139/139M Electric-Fusion (Arc) Welded Steel Pipe (HPS 4 inch and over).
- A 252 Welded and Seamless Steel Pipe Piles.
- C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Specifications for Concrete Aggregate
- C 39/C 39M Compressive Strength of Cylindrical Concrete Specimens.
- D 1248 Polyethylene Plastics Extrusion Materials for Wire and Cable
- D 1784 Rigid Poly(Vinyl Chloride)(PVC) Compounds and Chlorinated Poly (Vinyl Chloride)(CPVC) Compounds.
- D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.
- D 2922 Density of Soil and Soil Aggregate in place by Nuclear Methods (Shallow Depths).
- D 3034 Specifications for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- D 3212 Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.
- F 477 Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

F 794 Poly (Vinyl Chloride)(PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

A21.10 Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

A21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

A21.50 Ductile Iron Pipe, Design Requirements

A21.51 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

C 151 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction Current Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer and bear on the submittal a certification from the Contractor the submittal is in conformance with the specifications.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

3.2 PVC Pipe: The Contractor shall submit manufacturer's certificate which certifies the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the Contractor shall submit the following:

A. PVC Piping: PVC Pipe shall be sampled, tested, and inspected in accordance with the provisions of ASTM D3034. Copies of test results shall be attached. Test results shall be similar material and not be more than one year old from the date of material delivery.

B. Joints: The following submittals shall be required for PVC joints.

1. Certificate with test results for joints for compliance to ASTM D 3212. Gaskets shall conform to ASTM F 477. Test results shall be for similar material and not be more than one year old.

4.0 MATERIALS

4.1 Gravity Sewer Pipe: Where the type of gravity sewer piping is not indicated on the plans, the Contractor shall furnish polyvinyl chloride (PVC) pipe.

The Contractor shall be restricted to furnishing the exact type of pipe material where indicated on the Contract Drawings.

The Contractor shall be limited to the use of only one type of pipe (so selected by the Contractor and indicated on the Proposal Form) and shall not change the type of gravity sewer pipe except as follows:

1. Where indicated on the plans, or
2. If permitted in writing by the Engineer.

A. **Ductile Iron Pipe:** Ductile iron shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum 50psi.

Ductile Iron Pipe shall be manufactured in accordance with the latest revision of ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.

Pipe shall be standard asphaltic coating on the exterior. Pipe shall also have 40 mils of Protecto 401 Ceramic Epoxy on the interior per "Standard Specification for Lining Ductile Iron Pipe for Sewer Service".

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

All pipe shall be furnished with Push-On Type Joints, such as Tyton or Fastite. Joints shall be in accordance with ANSI/AWWA C111/A21.11, of latest revision, and be furnished complete with all necessary accessories.

Fittings shall be ductile iron. Fittings shall conform to the latest revision of either ANSI/AWWA C600.

B. **PVC Pipe:** PVC gravity sewer pipe and fittings shall conform to the requirements of ASTM D 3034 with an SDR of 26 and a minimum stiffness of 46 lb./in. - in and 115 lb./in. - in, respectively. Joints for sewer pipe shall be either push-up or mechanical conforming to the requirements of ASTM 3212. Gaskets for sewer pipe shall conform to the requirements of ASTM F 477.

Approved adaptors shall be used for making connections between PVC pipe and

concrete manholes. Pipe connections to new manholes shall be made using a flexible synthetic rubber boot mechanically clamped to the manhole and to the pipe to provide a watertight seal.

C. Service Laterals: Service laterals for local services shall consist of fittings, pipe lengths, and connections of 6 inch or 4 inch pipe. The fittings, pipe lengths and plugs shall be of the same material as the run pipe unless otherwise indicated on the Contract Drawings. The modified sewer tees shall be an integral part of the run pipe. The remainder of the branch shall consist of standard fittings (elbows, reducers, and lengths of pipe) in accordance with the manufacturer's standard products and as specified. Pipe lengths and joint connections shall meet the specified requirements for the type materials used.

4.2 Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of sewer pipe or force main and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch. (Hwy) and 0.28 inch (RR). Contractor shall verify the I.D. of the casing pipe is adequate for the carrier pipe prior to installation.

4.3 Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table:)

SIZE NO. 467

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 - ½"	95 - 100
¾"	35 - 70
⅜"	10 - 30
No. 4	0 - 5

4.4 Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - ½" sieve.

4.5 Clay Gravel Material: Clay Gravel Material shall meet MDOT Specifications, Group

4.6 Concrete: Concrete shall be in accordance with the requirements of Technical Specifications - CONCRETE

4.7 Select Fill Material: General : The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in

character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material. Material shall meet the Standard Specifications for Road and Bridge Construction, Latest Edition for Class 9 Group C and modified to consist of a P.I of between 5 and 15.

4.8 Backfill: All other backfill shall consist of excavated material removed from the trench unless otherwise directed by the Engineer. CONTRACTOR shall separate poor and acceptable material during excavation. Failure to separate material shall require CONTRACTOR to furnish acceptable backfill at no additional cost to the project. Unacceptable material shall be disposed of off-site at the Contractor's expense.

5.0 CONSTRUCTION:

5.1 Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

Where possible, Contractor shall remove turf in sections, keep damp, and replace upon completion of backfilling.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor at his expense. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should

the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe. In the event trench width is wider than allowed on the plans, Contractor shall absorb the cost of additional wash gravel bedding based on neat line quantity calculations.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

If adequate area is not available on the construction site, the Contractor will be required to stockpile material off site. Owner shall not bear any additional expense.

Ledge Rock, boulders and large stones shall be removed to provide a minimum clearance of 4 inches (10 cm) below and on each side of all pipes.

It is the intention of these specification that there shall be a minimum interruption to traffic and all traffic control shall be in accordance with the MUTCD.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of sewer pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade

made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the pipe laying operation.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with wash gravel bedding and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation, without direction of the Engineer, shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in

the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grade, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

- a Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.
- b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.
- c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.2 PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

5.3 PIPE LAYING: Pipe laying shall proceed upgrade with the spigot ends of the bell-and-spigot pipe and tongue ends of the tongue and groove pipe jointing in the direction of flow. Each pipe shall be laid true to line and grade and in such a manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the sewer shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water, earth, or other substance will enter the pipe or fittings.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

The Contractor shall utilize a commercial grade laser beam specifically manufactured to aid in maintaining grade and alignment of pipelines during installation. The primary unit shall be mounted on a heavy duty base and firmly anchored in the downstream manhole of the reach under construction. The maximum distance shall not exceed four hundred feet (400') per set-up without the approval of the Engineer.

Each joint of pipe shall be installed using an approved target to align the pipe with the projected laser beam. The methods and procedures shall be in strict accordance with the manufacturer's recommendations and instructions. Proper ventilation shall be maintained at all times. Care shall be exercised in order to prevent bumping or misalignment of the projected beam. Sewer lines shall be laid such that the installed variation of invert elevations when compared with the construction plans does not exceed 0.05 feet. Sewer lines in which said variation exceeds 0.05 feet may be rejected. Sewer pipe shall be visually inspected for alignment by lamping, televising or by other appropriate means to determine alignment.

Whenever a movable steel box is used in place of sheeting, the Contractor shall take care to prevent the pipe from moving when the steel box is moved.

5.4 PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

A. PVC Pipe Joint Construction: The bell and spigot ends of PVC sewer pipe shall be cleaned of all foreign material that could interfere with proper assembly of the joints. The spigot

ends shall be cleaned one inch (1") beyond the joint assembly reference mark.

The spigot end of the pipe shall be thoroughly lubricated in accordance with the manufacturer's recommendations. The coating should be the equivalent of a brush coat of enamel paint and maybe applied by hand, cloth, pad sponge or glove.

The lubricated spigot end shall be inserted into the bell keeping the pipe length in proper alignment. The bell shall be braced while the spigot end is pushed in under the rubber ring, so that previously competed joints in the line will not be closed up. The spigot end shall be pushed into the bell until the reference mark is flush with the end of the bell. Pipe shall be pushed by use of a bar or other means approved by the Engineer. Hydraulic excavators, backhoes, or other machinery shall not be used to push slip-joint pipe together.

Generally, the installation and jointing of PVC Pipe shall conform to the requirement so the latest edition of ASTM D-2321, "Underground Installation of Flexible Thermoplastic Sewer Pipe".

Any pipe cuts shall be of neat line. Pipe shall have bevel edges according to the manufacturer's recommendations.

B. Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe and shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first; then the top; next the bolts on either side; and last , the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

C. Jointing Dissimilar Pipes: Suitable adaptor couplings are required for connecting dissimilar pipes. The couplings shall be approved by the Engineer before installation.

5.5 STREAM CROSSING: Ductile iron pipe Class 50 shall be used as shown on the Drawings. Granular fill, concrete, and concrete collars shall be placed or constructed as shown on the contract drawings.

5.6 SERVICE LATERALS (LINES): Modified sewer tees shall be installed on the run pipe at the appropriate field locations. Service lines of the sizes specified shall be laid to a uniform grade so that the customer being served can be tied-in using good construction practices. All tamping and backfilling operations shall be performed the same as on main line pipe. Removable plugs shall be securely installed in pipe ends and a 2" x 2" treated post extending 12" above the ground line shall mark the pipe end location if the lateral is not connected to an existing sewer. For service laterals in which a connection to an existing service is required, the Contractor shall make the connection. Contractor shall verify the location of all service laterals within the project area prior to construction.

5.7 BORINGS: Borings shall be accomplished in accordance with Mississippi Standard Specifications for Road and Bridge Construction or Railway Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

A. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be water tight.

B. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

C. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under surcharged sewage conditions.

D. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end with a quick setting grout.

5.8 RELATION TO WATER MAINS:

A. Water mains shall be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line shall be a minimum of 18 inches from the top of the sewer line.

5.9 CONTINUATION OF SERVICE

The existing wastewater system shall remain in operation during the duration of the project until such time it is no longer needed. Should removal of facilities from operation become necessary, a plan which will avoid or minimize pollution effects on any receiving stream and provide alternate service for wastewater facilities shall be reviewed and approved in advance by the Mississippi Department of Environmental Quality and shall be adhered to during construction.

Where shown on the plans or directed by the Engineer, new sewers shall be connected to existing sewers either by constructing a manhole over an existing line (doghouse) or by coring through the wall of an existing manhole.

6.0 TESTING

6.1 Ductile Iron Pipe:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

6.2 PVC PIPING: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittal. No other material test shall be required.

6.3 STEEL CASING PIPE: Material test shall be included as part the submittal. No other material test shall be required.

6.4 BEDDING MATERIAL AND STABILIZATION MATERIAL: Test for gradation and test for material passing the No. 40 sieve shall be as follows:

Gradation	- AASHTO T 88
Liquid Limit	- AASHTO T 89
Plasticity Index	- AASHTO T 90

One set of each test listed above will be required for every 500 cubic yards or major fraction thereof.

6.5 COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T191 and ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99.

CONTRACTOR shall establish a compaction method or pattern which results in the proper density for the material utilized in the backfill operation. CONTRACTOR shall verify the compaction method by testing each lift for density in the first run of pipe to be laid. Upon satisfactory performance and approval of the ENGINEER the established compaction method shall be used for compaction of each lift of similar material.

The CONTRACTOR shall provide additional density testing to verify the compaction effort; twice in random locations as selected by the ENGINEER every 1,500 linear feet of pipe, if there is a

change in material, or if in the sole opinion of the ENGINEER the compaction effort is not yielding the proper results.

(Number of Compaction Tests)

AASHTO T-99	
AASHTO T-191	or
ASTM D 2922	
Select Backfill Material OR Stabilization Material	1
One per 100 CY	
Bedding Material	2
One per 600 LF	
Tamped Backfill	2
One per 600 LF	

6.6 INFILTRATION/EXFILTRATION/LAMP TEST: The Contractor shall provide all plugs, water supply, measuring devices, and all other equipment, material, labor and supervision to measure the infiltration and exfiltration tests as specified below. The Contractor shall perform the test in the presence of the Engineer. All gravity sewer pipe shall be tested in accordance with the following applicable requirements.

A. Infiltration Test: The infiltration test shall be conducted between adjacent manholes. The outlet pipe on the downstream manhole shall be plugged and tested for water tightness to the satisfaction of the Engineer. The accumulated depth of water in the downstream manhole shall be read at 12 hour intervals for two (2) days and the infiltration rate calculated from the data obtained. Any section exceeding an infiltration rate of 200 gallons/day/inch diameter/mile shall be relayed at the Contractor's expense. This means that the Contractor shall locate and repair leaks as necessary to pass the infiltration test. Infiltration test shall be utilized only when ground water is above pipe.

B. Low Pressure Air Test: Air test shall be conducted in strict accordance with the manufacturer's instructions, including all recommended safety precautions. Equipment used for air testing shall be specifically designed for such and include a monitoring gauge with 0 to 5 psi with a minimum division of 0.1 psi and an accuracy of no less than 0.05 psi

1. Air testing shall be conducted for completed gravity sewer mains
2. After an internal pressure of 4.0 psi is obtained, allow at least 2 minutes for pressure to stabilize, adding only the amount of air necessary to maintain pressure. After stabilization period, adjust the pressure to 3.5 psi and valve off air supply.

3. Determine the minimum pressure holding time allowed for pressure to drop from 3.5 psi to 3.0 psi as shown on the table below.

Minimum Holding Time for Low Pressure Air Test

Nominal Pipe Size (inches)	Time per 100 ft.
6	42 sec.
8	1 min. - 12 sec.
10	1 min. - 30 sec.
12	1 min. - 48 sec.
15	2 min. - 6 sec.
18	2 min. - 24 sec.
21	3 min.
24	3 min. - 36 sec.
27	4 min. - 12 sec.
30	4 min. - 48 sec.
33	5 min. - 24 sec.
36	6 min.

C. Visual Test: Gravity sewer lines will be lamped and shall show a true line between manholes without defects in conditions, grade, or alignment. Any defective lines shall be subject to a closed-circuit television inspection performed at the Contractor's expense.

6.7 DEFLECTION TESTS: 100% of the PVC gravity sewer mains shall be tested 30 days after the final backfill has been in place by the following method:

Use a "Go-, no-go" mandrel which is sized to such dimensions that it will not "go" when encountering a deflection greater than 5%. The instructions for its use are as follows:

A. Completely flush the line making sure the pipe is clean of any mud or debris that would hinder the passage of the mandrel.

B. During the final flushing of the line, attach a floating block or ball to the end of the mandrel, pull rope and float the rope through the line. (A nylon ski rope is recommended)

C. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.

D. Connect a retrieval rope to the back of the mandrel to pull it back if necessary.

E. By hand, remove all the slack in the pull rope and place a tape marker on the top at the end of the pipe where the mandrel will exit, determining the location of the mandrel in the line.

F. By hand, draw mandrel through the sewer lines. If any irregularities or obstructions are encountered in the line, they shall be corrected by the Contractor.

G. If a section with excessive deflection is found, locate it; dig down and uncover the pipe; if any damaged pipe is found, replace it; if pipe is not damaged, realign and thoroughly tamp haunching and initial backfill; replace remainder of backfill.

H. Re-test this section for deflection after 30 days from initial testing.

STANDARD SPECIFICATION
FOR LINING DUCTILE IRON PIPE
FOR SEWER SERVICE

1.0 Condition of Ductile Iron Prior to Surface Preparation

All ductile pipe and fittings shall be delivered to the application facility without asphalt, cement lining, or any other lining on the interior surface. Because removal of old linings may not be possible, the intent of this specification is that the entire interior of the ductile iron pipe and fittings shall not have been lined with any substance prior to the application of the specified lining material and no coating shall have been applied to the first six inches of the exterior of the spigot ends.

2.0 Lining Material

The Standard of Quality is Protecto 401 Ceramic Epoxy. The material shall be an amine cured novalac epoxy containing at least 20% by volume of ceramic quartz pigment. Any request for substitution must be accompanied by a successful history of lining pipe and fittings for sewer service, a test report verifying the following properties, and a certification of the test results.

A permeability rating of 0.00 when tested according to Method A of ASTM E-96-66, Procedure A with a test duration of 30 days.

The following test must be run on coupons from factory lined ductile iron pipe:

ASTM B-117 Salt Spray (scribed panel) - Results to equal 0.0 undercutting after two years.

ASTM G-95 Cathodic Disbondment 1.5 volts @ 77°F. Results to equal no more than 0.5mm undercutting after 30 days.

Immersion Testing rated using ASTM D-714-87.

20% Sulfuric Acid - No effect after two years.

140°F 25% Sodium Hydroxide - No effect after two years.

160°F Distilled Water - No effect after two years.

120°F Tap Water (scribed panel) - 0.0 undercutting after two years with no effect.

An abrasion resistance of no more than 3 mils (.075mm) loss after one million cycles using European Standard EN 598: 1994 Section 7.8 Abrasion Resistance.

3.0 Application

Applicator

The lining shall be applied by a certified firm with a successful history of applying linings to the interior of ductile iron pipe and fittings.

Surface Preparation

Prior to abrasive blasting, the entire area to receive the protective compound shall be inspected for oil, grease, etc. Any areas with oil, grease, or any substance which can be removed by solvent, shall be solvent cleaned to remove those substances. After the surface has been made free of grease, oil or other substances, all areas to receive the protective compounds shall be abrasive blasted using sand or grit abrasive media. The entire surface to be lined shall be struck with the blast media so that all rust, loose oxides, etc., are removed from the surface. Only slight stains and tightly adhering oxide may be left on the surface. Any area where rust reappears before lining must be reblasted.

Lining

After the surface preparation and within 8 hours of surface preparation, the interior of the pipe shall receive 40 mils nominal dry film thickness of Protecto 401. No lining shall take place when the substrate or ambient temperature is below 40 degrees Fahrenheit. The surface also must be dry and dust free. If flange pipe or fittings are included in the project, the lining shall not be used on the face of the flange.

Coating of Bell Sockets and Spigot Ends

Due to the tolerances involved, the gasket area and spigot end up to 6 inches back from the end of the spigot end must be coated with 6 mils nominal, 10 mils maximum using Protecto Joint Compound. The Joint Compound shall be applied by brush to ensure coverage. Care should be taken that the Joint Compound is smooth without excess buildup in the gasket seat or on the spigot ends. Coating of the gasket seat and spigot ends shall be done after the application of the lining.

Number of Coats

The number of coats of lining material applied shall be as recommended by the lining manufacturer. However, in no case shall this material be applied above the dry thickness per coat recommended by the lining manufacturer in printed literature. The maximum or minimum time between coats shall be that time recommended by the lining material manufacturer. **To prevent delamination between coats, no material shall be used for lining which is not indefinitely recoatable with itself without roughening of the surface.**

Touch-Up & Repair

Protecto Joint Compound shall be used for touch-up or repair in accordance with manufacturer's recommendations.

4.0 Inspection and certification

Inspection

All ductile iron pipe and fitting linings shall be checked for thickness using a magnetic film thickness gauge. The thickness testing shall be done using the method outlined in SSPC-PA-2 Film Thickness Rating.

The interior lining of all pipe barrels and fittings shall be tested for pinholes with a nondestructive 2,500 volt test. Any pinholes found shall be repaired prior to shipment.

Each pipe joint and fitting shall be marked with the date of application of the lining system along with its numerical sequence of application on that date and records maintained by the applicator of his work.

Certification

The pipe or fitting manufacturer must supply a certificate attesting to the fact that the applicator met the requirements of this specification, and that the material used was as specified.

5.0 Handling

Protecto 401 lined pipe and fittings must be handled only from the outside of the pipe and fittings. No forks, chains, straps, hooks, etc. shall be placed inside the pipe and fittings for lifting, positioning, or laying. The pipe shall not be dropped or unloaded by rolling. Care should be taken not to let the pipe strike sharp objects while swinging or being off loaded. Ductile iron pipe should never be placed on grade by use of hydraulic pressure from an excavator bucket or by banging with heavy hammers.

MANHOLES

1.0 GENERAL:

This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals for the construction of standard manholes, in accordance with the Contract Drawings and Specifications. Included in the work are structural excavation, backfill, and disposal of excess material.

2.0 APPLICABLE DOCUMENTS:

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

American Society for Testing and Materials (ASTM)

A 48/A48M	Standard Specification for Gray Iron Casting
C 39/C39M	Standard Specification for Test for Compressive Strength of Cylindrical Concrete Specimens
C 443	Standard Specification for Joints for Circular Concrete Pipe and Manholes Using Rubber Gaskets
C 478	Standard Specification for Precast Reinforced Concrete Manhole Sections
C 497	Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile
C 2922	Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

American Association of State Highway and Transportation Officials (AASHTO):

M-198 Standard Specifications for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.

T-99 Standard Method of Test for the Moisture-Density Relations of Soils Using a (2.5kg) Rammer and (305 mm) Drop.

T-191 Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method.

3.0 SUBMITTALS

The following tests or data shall be submitted to the Engineer from the Contractor for approval prior to incorporation into the work:

3.1 Certificates: The Contractor shall furnish certificates from supplier certifying the products conform to the required specifications included herein for the following items:

- 3.1.1. Flexible Plastic Gaskets
- 3.1.2. Precast Manhole Bases
- 3.1.3. Precast Manhole Riser Sections
- 3.1.4. Manhole Steps
- 3.1.5. Manhole Frames and Covers (ASTM A 48)
- 3.1.6. Epoxy Grout

3.2 Catalogue Cuts or Brochures: The Contractor shall also submit catalogue cuts or product brochures providing descriptive data, recommended application and use, and installation procedure for the following items:

- 3.2.1. Manhole Frames and Covers
- 3.2.2. Epoxy Grouts
- 3.2.3. Manhole Steps

4.0 MATERIALS

4.1 Manhole Riser Sections: Manhole riser sections shall be precast reinforced sections conforming to ASTM C 478 and as shown on the Contract Drawings.

4.2 Joints: Joints for precast riser sections shall be concrete pipe type flexible plastic gaskets. Joint material shall be pre-formed conforming the requirements of AASHTO M-198. Installation shall be in accordance with manufacturer's recommendations.

4.3 Concrete Manhole Bases: Concrete manhole bases shall be precast or cast-in-place as follows:

4.3.1 Cast-In-Place Manhole Bases and Box Type Bases (if used): Concrete and reinforcing steel shall conform to the requirements of Technical Specifications - CONCRETE.

4.3.2 Precast Concrete Bases: Precast concrete bases shall conform to the requirements of ASTM 478 with reinforcing steel (size and spacing as indicated on the plans).

4.4 Manhole Steps: Manhole steps shall be plastic coated corrosion resistant with a minimum

design load of 300 pounds and shall be installed as shown on the Contract Drawings.

4.5 Cement Grout: Cement grout shall be high strength, non-metallic conforming to Corps of Engineers CRD-C-588. The grout shall be V-3 by W. R. Meadows, Inc., Masterflow 713 by Master Builders or equal.

4.6 Manhole Frame and Covers: Manhole frame and covers shall conform to ASTM A 48 as well as to the following requirements. All frame and covers shall be new when installed for the project and shall meet AASHTO H-20 loading condition.

4.6.1 Standard Manhole Cover and Frame - shall be as manufactured by Dews Foundry, Jackson Standard, Model DF-25 (7) or Vulcan Foundry, Model V-1115, 420 Pounds, marked "CITY OF HATTIESBURG SEWER", domestic origin, or equal.

4.6.2 Water Tight Manhole Cover and Frame - shall be as manufactured by Vulcan Foundry, Model V2357, or Dews Foundry, Model DF-25(7)W.T., 410 pounds with neoprene gasket, four 5/8 inch stainless steel bolts recessed into cover. Cover labeled "CITY OF HATTIESBURG SEWER", domestic origin, or approved equal.

4.7 Epoxy Grout: Epoxy Grout shall be high strength non-metallic, non-shrinking. The grout shall be as by EMBECO, Inc., SEAL-COAT or approved equal.

4.8 Drop Manholes: Concrete for drop manholes shall conform to the requirements of Technical Specifications - CONCRETE. Pipe and fittings shall be the same material and size as the incoming gravity sewer.

4.9 Flexible Connection: At all sewer connections to manholes, provide gasket flexible watertight connection that allows for differential settlement of the pipe and manhole wall. Bands, clamps and other metal accessories shall be of Series 304 stainless steel.

4.10 All manholes: All manholes shall be lined inside with a twenty (20) mil dry film thickness of an acceptable coal tar epoxy system.

5.0 CONSTRUCTION

5.1 Earthwork

5.1.1 General: Excavation shall be to the extent required to allow proper construction of the manhole. Shoring and sheeting shall be utilized where required by Federal, State and local codes and regulations for safe working conditions. In addition, shoring and sheeting shall be required to protect the integrity of adjacent structures or prevent adverse effects on surrounding areas. Dewatering shall be employed to the extent required to allow dry working conditions.

5.1.2 General Excavation: The Contractor shall "lay back" or employ shoring and sheeting as required to assure stability of the excavation. Material shall be stockpiled so as not to surcharge adjoining pipe trenches. Topsoil shall be separated so as to allow the maximum reuse in grassing operations.

5.1.3 Structural Excavation: The area immediately beneath the manhole bases shall be graded and compacted. Compaction shall be to 96% of maximum laboratory density as determined by AASHTO T 99. Should unsuitable material be encountered, the Engineer may direct that the area be over excavated and filled with stabilization material. Specification for stabilization material and payment for such shall be in accordance with Technical Specifications.

5.1.4 Backfilling: Backfill material shall consist of select backfill in accordance with Technical Specifications. Backfilling shall be uniformly placed around the structure in 10-inch layers and be compacted to 90% of maximum density to full depth in unimproved areas. Backfill in paved areas and within five feet to any edge of pavement shall be compacted to 95% of maximum laboratory density in 6-inch layers to the subgrade line. Refer to Technical Specifications.

5.1.5 Salvage: Manhole frames and covers removed during excavation shall remain the property of the Owner and shall be delivered to a location designated by the Owner. All other items removed shall be disposed of by the CONTRACTOR at his expense.

5.2 Riser Installation: Precast concrete riser sections shall be installed plumb and in accordance with the details shown on the Contract Drawings. Joints shall be installed in accordance with manufacturer's recommendations.

The manhole invert channels shall be formed in the bases, smooth and semi-circular in shape conforming to the inside of the adjacent sewer section. Changes in the direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be formed directly in the concrete of the manhole base. The joint between the base and riser section shall be sealed with epoxy grout. Clean pea gravel shall be used as the epoxy grout filler.

Standard manhole cut-outs and lifting holes shall be sealed with epoxy grout.

5.3 Cast-In-Place Concrete: Bases, flat tops, and drop manhole risers shall be constructed in accordance with Technical specifications - CONCRETE.

5.4 Manhole Steps: Manhole steps shall be installed during the manufacturing of the riser or cone sections. Risers and cones shall be joined so the steps are vertically aligned.

5.5 Manhole Frame and Covers: Manhole frame and covers shall be set and grouted in place

with cement grout. For manholes located in roads or streets, the manhole cover shall be flush with pavement or surface course.

6.0 TESTING

6.1 General: The Contractor shall conduct (and bear the cost of) all testing (Laboratory Approved by the Owner) as directed by the Engineer and furnish results of such tests prior to incorporating the material into the work. All testing is subsidiary to Manhole Payment Items.

6.1.1 Cast-In-Place Concrete Items: The concrete quality testing for manhole bases, drop manholes, and valve boxes shall be tested in accordance with Technical specifications - CONCRETE.

6.1.2 Manhole Risers and Precast Concrete Bases: Manhole risers and precast concrete bases shall be tested for concrete compressive strength. If the place of manufacture is local and reasonably available to the Engineer, Paragraph (a) shall be followed for testing requirements. Should the place of manufacture not be available, Paragraph (b) shall apply.

The contractor shall prepare (in the presence of the Engineer) standard rodded concrete cylinder or cylinders compacted and cured in a similar manner to the manhole sections. Concrete for such cylinders shall be typical fresh concrete mix drawn from the actual casting operation of a riser or base. Cylinders shall be tested in accordance with ASTM C 39. The average compressive strength shall be equal to or greater than the specified design strength (4000 psi). Not more than 10% of the cylinders shall fall below the design strength (4000 psi). In no case shall any cylinder tested fall below 3200 psi. Number of such cylinder tests shall be as follows:

6.1.2.1 One set of cylinders for each day's run castings or

6.1.2.2 One set of cylinders for each 200 linear feet of riser sections manufactured.

6.1.2.3 One set of cylinders per 20 bases or flat tops manufactured.

The Engineer may require additional tests should compressive test results fail.

6.1.3 Earthwork Test: Maximum laboratory density shall be measured in accordance with AASHTO T-99. Field densities shall be determined in accordance with AASHTO T-191 or ASTM D 2992. Standard proctors and field densities shall be performed in accordance with the following schedule.

Standard proctor tests shall be required for earthwork associated with manhole construction. At least two (2) field density tests shall be conducted for earth work associated with each manhole construction.

6.1.4 Inspection for Watertightness: All manholes shall be inspected for watertightness prior to placing into service.

RESTORATION OF ROADS, DRIVEWAYS, FENCES

LAWNS AND OTHER GRASSED AREAS

1.0 GENERAL

The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of this Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:

American Association of State Highway and Transportation Officials (AASHTO).

- T 99 Standard Method of Test for the Moisture Density Relations of Soils Using a 5.5 lg. (2.5 kg) Rammer and a 12-inch (305 mm) Drop.
- T 167 Compressive Strength of Bituminous Mixture
- T 191 Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method
- T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures

American Society for Testing and Materials (ASTM)

- D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

Mississippi Department of Transportation (MDOT)

Standard Specifications for Road and Bridge Construction, Current Edition.

Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3.0 SUBMITTALS

3.1 Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4.0 MATERIALS

4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MDOT Specification Section 301.

4.2 Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 702.

4.3 Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and binder courses, shall consist of a mix in accordance with MDOT Specifications Section 403. Materials shall conform to the following subsection of MDOT Specifications Sections 702 and 703.

A. **Hot Mix Asphalt All Sizes:** Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition

B. **Topsoil:** Topsoil shall be in accordance with Technical Specifications – SEEDING AND SODDING.

C. **Seeding and Sodding:** Seeding and sodding operations shall be in accordance with Technical Specifications - SEEDING AND SODDING.

5.0 CONSTRUCTION

5.1 Maintenance of Traffic: Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the Engineer. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the Engineer). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

Flagmen shall be provided to direct traffic around equipment and for one way movement of

traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.

The Contractor shall at all times (unless otherwise permitted in writing by the Engineer) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours. All traffic shall be maintained in accordance with the MUTCD, current Edition.

5.2 Repair of Asphalt/Concrete Streets/Driveways/Parking Lots:

A. Removal and Earthwork: The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

A. Select Fill: Class 9, Group "C" Modified for a PI of between 5 and 15 as per latest Edition of Mississippi standard specifications for Road and Bridge construction

B. Asphalt Repair: Temporary Asphalt repair shall be made using 3" thickness of 825 crushed stone.

C. Concrete Repair: Concrete repair shall be made using 3,000 psi concrete meeting Technical Specifications - CONCRETE

D. Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MDOT Specification Section 408.

F. Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

G. Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MDOT Specification Section 403.03.

E. Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

5.3 Driveways and Sidewalks: Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph (b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 7 inches and for sidewalks is 4 inches.

Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

5.4 Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph (B) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTO T99.

5.5 Repair to Lawns:

A. General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained.

B. Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - ½ tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

D. Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type (s) of permanent grasses shall be the same as the grass (es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration

work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - ½ tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

Sodding: Sodding shall be in accordance with Technical Specifications: - Seeding and Sodding

5.6 Erosion Control: During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion. During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

5.7 General Grassing of Unimproved Areas

A. General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slopes and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.

B. Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor at no expense to the project, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.

D. Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.

E. Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of an emulsified asphalt or by "crimping" parts of the material into the soil.

5.8 Miscellaneous Items: Items such as fences, gates, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.

5.9 General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6.0 TESTING

6.1 General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.

6.2 Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:

A. Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required. Tests shall be in accordance with AASHTO T 99.

B. Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922.

C. Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING AND SODDING

1.0 DESCRIPTION

This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.

2.0 SUBMITTALS

Certificates for fertilizer, limestone, seed.

3.0 MATERIAL

3.1 Topsoil: Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 nor more than 8.0.

3.2 Lime: Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.

3.3 Fertilizer: Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.

3.4 Seed: Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination and Planting Schedule

Spring and Summer Seeding (March 1 to September 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30

TOTAL 50
Fall and Winter Seeding (September 1 to March 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8

TOTAL 73

Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

3.5 Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacteria that is adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

3.6 Soil for Repairs: For fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.

3.7 Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.

3.8 Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2 ½) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other

grasses, and shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardness when transplanted. The sod shall be in blocks at least 3" x 8", and free from ragged edges.

4.0 INSPECTION AND TESTS

4.1 Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.

4.2 Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5.0. PREPARATION OF GROUND SURFACE

5.1 General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.

5.2 Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.

The topsoil shall be evenly spread on tilled areas to a uniform depth of at least 3 inches after compaction. Spreading shall be performed so that seeding can proceed with a minimum of soil preparation or tilling. After preplanting fertilization is completed, the topsoil shall be compacted by rolling with a cultipacker or by other approved means.

Rehabilitation of the stockpile areas shall include returning the area to near pre-construction conditions, including seeding of the area to re-establish the growth of grass.

5.3 Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.

5.4 Tillage: After the areas required to be treated have been brought to the grades shown, the

soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6.0 APPLICATION OF FERTILIZER AND LIMESTONE

6.1 Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.2 Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking , harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.3 Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.

6.4 Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7.0 PLANTING SEED

7.1 General : A satisfactory method of sowing shall be employed, using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to insure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been effected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.

7.2 Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving

at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.

7.3 Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.

7.4 Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.

Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.

The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked, to their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.

Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod, and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.

Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.

8.0 MAINTENANCE

Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.

9.0 ESTABLISHMENT OF GROWTH

9.1 General : The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

9.2 Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.

9.3 Refertilizing: The Contractor will determine areas needing refertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified herein before shall be provided.

9.4 Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

CONCRETE

1.0 GENERAL

- A. This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals and performing all forms of work; furnishing and placing reinforcement, inserts and anchors; mixing, placing, curbing, and furnishing of portland cement concrete.
- B. The work includes, but is not necessarily limited to manholes, pumping stations, lift stations, driveways, and minor concrete work.

2.0 APPLICABLE DOCUMENTS

The following publications form a part of this Specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publication referenced shall apply to the work.

A. American Society for Testing and Materials (ASTM):

- A 615 Billet Steel for Concrete Reinforcement
- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field
- C 33 Concrete Aggregates
- C-39 Compressive Strength of Molded Concrete Cylinders
- C 143 Slump of Portland Cement Concrete
- C 150 Portland Cement

B. Mississippi Department of Transportation (MDOT):

Standard Specifications for Road and Bridge Construction, Latest Edition.

3.0 SUBMITTALS:

The following data shall be submitted to the Engineer for review prior to incorporation into the work:

- A. Letter from the manufacturer certifying the concrete mix conforms to the requirements for Class B concrete as defined in Section 804 of the MDOT Standard Specifications for Road and Bridge Construction.

B. Letter of certificate from the manufacturer certifying that the reinforcing steel conforms to the herein specified requirements.

4.0 MATERIALS:

A. General: The concrete shall be ready-mix concrete manufactured by a plant for delivery to the site of the work in a plastic state. The Contractor may batch the concrete at the work site by use of portable mixers providing the following requirements are met:

1. Facilities shall be provided to properly weight, proportion and control the components of the concrete mix.

2. The mixer(s) shall be of such capacity so as to allow the complete placement of the plastic concrete mix prior to the initial set of any portion of the particular concrete pour.

B. Concrete Mix: The concrete materials and mix design, shall conform to the requirements for Class B concrete Section 804, MDOT Standard Specifications for Road and Bridge Construction. The compressive strength of the concrete shall be a minimum of 3000 psi at 28 days, or earlier. Type I Portland Cement shall be used in the mix, except where otherwise specified or permitted. Prior to producing any concrete for cast-in-place construction on the project, the Contractor shall submit to the Engineer the proposed mix design and shall obtain Engineer's approval of the mix design.

C. Reinforcing Steel - shall be new stock, deformed bars conforming to ASTM A 615, Grade 40 or Grade 60.

D. Curing Material - shall consist of wetted burlap, wetted cotton mats, plastic sheeting, or an approved liquid membrane material which will satisfactorily keep the new concrete in a moist condition for at least seven (7) days.

5.0 CONSTRUCTION:

A. Weather Limitations: Concrete shall be placed when the atmospheric temperature is a Minimum of thirty-five (35) degrees F. and rising. Newly placed concrete shall be protected from cold temperatures for at least four (4) days at a temperature of not less than forty (40) degrees F.

B. Forms: Forms shall be securely anchored in place and properly aligned. Wood forms shall be oiled prior to placement of fresh concrete mix.

C. Reinforcement: Reinforcing bars shall be securely mounted by the use of chairs or other approved methods so as to not become displaced during placement of concrete mix. The positioning of reinforcing by working the bars into the newly placed concrete mix shall not be allowed.

D. Placement: The plastic concrete mix shall be worked (and vibrated if required) into the formwork. The mix shall be consolidated so as to remove all voids and finished to form a true and level surface.

E. Curing: The hardened concrete shall be kept moist by the use of curing materials for a minimum of seven (7) days.

F. Slump Requirements: The following slump requirement shall apply:
Class B Concrete 2-4 Inches

G. Chamfered Corners: All exposed corners shall be chamfered one (1) inch or as indicated.

H. Finish:

1. All surfaces shall be "floated" to provide a uniform and level surface. Defects (honeycombs, ties, etc.) shall be repaired. No rubbing shall be required.

2. Sidewalks, driveways and other surfaces subject to pedestrian traffic shall be floated as noted in paragraph 1 above and shall receive a "broom" finish.

6.0 TESTING

The following test shall be required:

A. Slump: The Contractor shall test the concrete mix for conformance to the slump requirements as required. Test shall be in accordance with ASTM C 143.

B. Compressive Strength: The Contractor shall sample the concrete mix and prepare test cylinders for conformance to the compressive strength requirements. The Contractor shall transport the cylinders to the testing laboratory (employed by the Contractor) and have the cylinders tested in accordance with ASTM C 31 and C 39. The results of such test shall be forwarded to the Engineer. Test shall be performed at the following schedule.

One test per 15 cubic yards or major fraction thereof. A minimum of one test for each day of mixing shall be performed.

DUCTILE IRON WATER SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of these Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).
- A 252 Welded and Seamless steel pipe piles.
- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Concrete Aggregates
- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.
- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.
- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.
- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

- C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.
- C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction, Latest Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as Specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

4.0 MATERIALS

WATER SYSTEM:

A. Ductile Iron Pipe: Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C 151/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 Laying condition with a depth of cover as required per plans.

Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.

All non-restrained pipe shall be furnished with push-on type joints such as "Fastite", or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.

Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.

Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.

All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

B. Gate Valves: Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.

All gate valves shall be cast iron mechanical joint, M.J., Mueller A-2380-20, equivalent or better.

All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.

Valve boxes shall be cast iron top and bottom. Extension pieces shall be provided as required.

All valves will be set at a perfect 90 degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.

The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

C. Fittings, Valves and Hydrants, Etc.: All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.

All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.

The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A/21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal-Improved Mechanical Joint Gasket or approved equal.

Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.

D. Plugs and Caps: Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting

(tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "dead end" lines are installed, the ends of such lines shall be plugged or capped as required.

For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve, or approved equal, shall be required. The CONTRACTOR shall furnish all materials for these various taps.

E. Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch.

F. Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1" sieve.

G. Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table)

H. Meter: Water meter shall be Badger "Radio Read" and all fittings shall be Ford brand consistent with current City Standards.

I. Polyethylene Pipe: Shall be in accordance with AWWA C906, ASTM D3035, PE4710, C200 (DR11), with ductile iron outside diameter (DIOD)

J. Fittings for Polyethylene Pipe: Shall be in accordance with AWWA C906, AWWA D3035, molded and manufactured to comply with ASTM F714. AWWA C906, AWWA M55, ASTM D3261 for butt fusion fittings ANSI Class 150 or as necessary to provide minimum pressure rating.

K. Joints and Jointing Materials

a. Mechanical Joint: DIOD Mechanical joint adapter and gaskets for mechanical joints for joint connections between pipe and metal fittings, valves, and other accessories, AWWA C111/A21.11.

b. Butt Fusion: Jointing is to comply with ASTM D2657, Butt Fusion. No offset in alignment between adjacent pipe joints of fittings is permitted.

SIZE NO. 467

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 1/2"	95 - 100
3/4"	35 - 70
3/8"	10 - 30
No. 4	0 - 5

H. Select Backfill: General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.

Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2), sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.

The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
Number 40	40 - 85
Number 60	30 - 70
Number 270	8 - 30
Silt (.05 to .005 mm)	3 - 15
Clay (Passing .005 mm)	3 - 15

I. Backfill: All other backfill shall consist of excavated material removed from the trench.

5.0 CONSTRUCTION:

Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas and Excavation, Trenching and Backfilling.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall

install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the sub-grade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the sub-grade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the sub-grade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density

as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to insure the pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

a. Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS AND OTHER GRASSED AREAS AND EXCAVATION, TRENCHING AND BACKFILLING.

b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND

OTHER GRASSED AREAS AND EXCAVATION, TRENCHING AND BACKFILLING.

F. PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

G. PIPE LAYING: Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth, or other substance will enter the pipe or fittings. The minimum depth of water mains shall be 30 inches below finished grade to the top of the water main.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

H. PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space. When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

I. BORINGS: Borings shall be accomplished in accordance with Mississippi Department of Transportation Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

1. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.

2. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

3. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.

4. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

J. Separation of Water and Sewer Mains:

1. Water mains shall be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line shall be a minimum of 18 inches from the top of the sewer line.

K. INCIDENTAL CONCRETE:

1. GENERAL: The following specifications shall apply to any and all items of incidental work with Portland Cement with or without reinforcement, including such items as concrete piers to support cast iron pipe above ground, erosion control bulkheads or structures, cradles and encasement, blocking and the like.

All concrete used in the construction of this project shall comply with the requirements herein specified for its particular class and kind.

2. MATERIALS: All materials used in this work shall consist of (a) Portland Cement, (b) Sand, (c) Gravel, and (d) Clean Water.

(a) The cement used shall be domestic manufacture, either "Standard" or "high Early Strength" Portland Cement, which shall meet all the requirements of the current A.S.T.M. Specifications for the type used at the time it is incorporated in the work.

(b) The fine aggregate shall consist of clean, sharp sand, well graded from coarse to fine, consisting of hard, durable particles, free from coarse to fine, consisting of hard, durable particles, free from silt, salt or organic matter. It shall meet all the requirements of the ASTM

Specifications C33, Paragraph 1, 2 and 3, and ASTM C-40.

(c) The coarse aggregate used shall consist of clean washed gravel, free from particles of wood or lumps of clay. Not more than 10% shall pass the No. 4 sieve, and it shall conform with the requirements of ASTM Specifications C33, Paragraph 5 to 8 inclusive.

(d) The water used for mixing concrete shall be clear, free from oil, salt, strong acid, alkali organic matter, and shall be approved by the Engineer.

(e) Reinforcing steel shall conform to the requirements of the "Standard Specifications for Billet-Steel Concrete Reinforcing Bars" of intermediate grade (Serial Designation: A 15-39) or the Standard Specifications for Rail-Steel Concrete Reinforcement Bars (Serial Designation; A-16-35) of the American Society for Testing Materials.

3. CONSTRUCTION METHODS:

All concrete materials shall be as handled and stored that they will not become damaged after delivery at the site. The cement shall be thoroughly protected from the weather, and the sand and gravel, shall be so stored that they will not become intermixed, and so as to prevent the admixture with either of any foreign materials. Reinforcing steel shall be so stored that it will not come in contact with the ground, shall be protected from the weather, and shall be clean and free from rust when incorporated in the work.

Concrete materials shall be mixed in the proportions and in a manner that will produce concrete of the class and strength specified to its use.

Unless indicated otherwise, all concrete shall be Class A which shall have a crushing strength of not less than 3,000 pounds per square inch at 28 days, as determined by the Standard Methods for testing concrete materials.

Class B concrete, which shall have a crushing strength of not less than 2,500 pounds per square inch at 28 days, and shall be used for erosion control bulkheads and blocking pipelines at bends to prevent blowing off under pressure.

Class C concrete, which shall have a crushing strength of not less than 2,000 pounds per square inch at 28 days, shall be used for cradles and encasement and may be used for backfill below grade.

After concrete has been properly mixed, it shall be deposited in the forms in reasonably uniform layers and in such manner as to prevent segregation of the aggregates. It shall be thoroughly spaded or puddled while being placed to insure maximum density and prevent honey-combing.

No concrete shall be deposited when the air temperature is less than 40 degrees F. No material shall be deposited on a frozen sub-grade, nor shall any frozen moisture or material be incorporated into the mixture.

No concrete shall be placed in water, nor shall water be permitted to rise on it or to run over it within a period of 24 hours after it has been placed.

Unsatisfactory concrete, resulting from failure to observe the above requirements or otherwise, shall be removed and replaced as directed by the Engineer.

4. COMPENSATION:

Payment for all concrete, except as may be elsewhere herein provided, shall be included in the prices bid for the construction units with which it is placed and no separate or extra compensation will be allowed directly therefore.

6.0 TESTING

DUCTILE IRON PIPE:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

STEEL CASING PIPE: Material test shall be included as part of the submittal. No other material test shall be required.

COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T191 and ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99.

CONTRACTOR shall establish a compaction method or pattern which results in the proper density for the material utilized in the backfill operation. CONTRACTOR shall verify the compaction method by testing each lift for density in the first run of pipe to be laid. Upon satisfactory performance and approval of the ENGINEER the established compaction method shall be used for compaction of each lift of similar material.

The CONTRACTOR shall provide additional density testing to verify the compaction effort; twice in random locations as selected by the ENGINEER every 1,500 linear feet of pipe, if there is a change in material, or if in the sole opinion of the ENGINEER the compaction effort is not yielding the proper results.

(Number of Compaction Tests)

AASHTO T-99 Select Backfill Material OR Stabilization Material	AASHTO T-191 or ASTM D 2922	
	1	One per 100 CY
Bedding Material	2	One per 600 LF
Tamped Backfill	2	One per 600 LF

HYDROSTATIC TESTING:

The completed system shall be tested as herein stated. The pipe shall be filled with water and all air exhausted. Each section shall be tested under a hydrostatic pressure of 150 pounds per square inch and shall not show leakage exceeding 10 gallons per inch of diameter per mile of pipe per 24 hours when so tested. Whatever shall be measured into a container and refilled to the pre-test level. The pressure shall be maintained for 4 hours by pumping as necessary, and if the pipe has been backfilled, a 24-hour test is required.

All visible leaks at exposed joints and all leaks evident on the surface where joints are covered shall be repaired, and leakage eliminated, regardless of total leakage shown by the tests. Lines which fail to meet tests shall be removed, if necessary, or repaired and retested until compliance with these test requirements is affected.

These tests are to be made at the Contractor's expense, and he is to provide all necessary fittings, equipment, appliances, and any other necessary items to conduct the tests in a manner satisfactory to the Engineer. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

CLEANING AND DISINFECTION:

Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be disinfected by pumping into and through them as solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the

Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.

All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department or a representative of the water systems certified as an operator by the Mississippi Department of Health.

The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

EXISTING DRINKING WATER FACILITIES

The Contractor is required to keep existing drinking water facilities in operation during construction. Should the Contractor require that existing facilities be taken out of operation, a plan to provide for alternative service shall be reviewed and approved in advance by the Health Department and shall be adhered to during construction.

FIRE HYDRANT

1.0 General

Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision, and shall be M & H or approved equal. Fire hydrants shall be of the compression type with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 4-1/2", 5-1/4", or 6-1/4" in diameter. Fire hydrant shall be of a dry barrel, dry top design. The main valve on the hydrant shall remain closed should the hydrant nozzle section be broken off by a traffic accident. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other, as specified.

2.0 Rating

Fire hydrants shall be rated at 150 psi water working pressure, tested at 300 pounds hydrostatic for structural soundness in the following manner: 300 pounds hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat; second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing is to be completed in accordance with AWWA C-502.

3.0 End Configurations

Hydrants shall be connected to the main by a 4", 6", or 8" mechanical joint, flange shoe, A.C., or hub shoe. Mechanical joint shoes, A.C., and hub shoes shall be fitted with strapping lugs.

4.0 Design

- 4.1 The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate and drain valve mechanism and bottom plate. The bottom stem threads of the main valve rod shall be fitted with a cast iron cap nut (epoxy coated, optional) suitable for sealing the threads from the water. Drain valves shall be faced with rubber.
- 4.2 Changes in size or shape of the waterway shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than one hundred twenty percent (120%) of that of the net opening of the main valve.
- 4.3 Hose and steamer nozzles shall be threaded and screwed into the nozzle section and then pinned to prevent turning.
- 4.4 The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and moveable parts of the drain valve. Further, the hydrants shall be of the type that can be extended without excavating. Hydrants shall be so designed that, in the event of accident or breaking of the hydrant above or near grade level, the main valve will remain closed. The main

valve rod shall be made in two parts and fitted with breakable feature at the ground line flange.

- 4.5** The ground line connection between nozzle section and the barrel shall incorporate the use of eight (8) breakable bolts. This connection shall be so designed that the nozzle section can be rotated in increments of forty-five (45) degrees. The ground line connection between the barrel and nozzle section shall be gasketed to provide a seal.
- 4.6** The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
- 4.7** The operating thread shall be grease lubricated at the factory. Access shall be provided to field lubricate the operating mechanism.
- 4.8** The operating thread shall be sealed from water at all items when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double “O” ring seal plate.
- 4.9** The bonnet shall be weather proof.
- 4.10** The operating nut shall be of bronze and a self-lubricating, anti-friction thrust bearing shall be provided to reduce operating torque.
- 4.11** Hydrants shall be of the dry type and hydrant shoe shall have two positive acting non-corrodible drain valves that shall drain the hydrant completely by opening when the main valve is closed and close tightly in accordance with AWWA C-500 requirements when the valve is open. The main valve assembly shall be seated in the hydrant (with a bronze-to-bronze interface as an option) to facilitate removal of the main valve should maintenance be required. The nozzle section shall consist of two 2” hose nozzles to the specified thread designation (NST or other, as specified) and one pumper nozzle 4-1/2” in diameter to the specified thread designation (NST or other, as specified) or other combination of nozzle outlets including independent hose gate valves as specified.
- 4.12** Two “O” ring seals shall be utilized where the main hydrant rod passes through the seal plate.
- 4.13** Hydrant standpipe shall be ductile or cast iron and single piece for all bury depths.
- 4.14** All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.
- 4.15** Hydrant shall open by turning to the left.

- 4.16** Threads or hose and streamer nozzles shall be national standard unless otherwise specified.
- 4.17** Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.
- 4.18** The inside of all hydrants shall be coated in accordance with AWWA standards and federal specification TT-C-494A or equal except for bronze and machined surfaces. Exterior of hydrant shall be painted fire hydrant yellow (or as specified). (The wetted surface of the hydrant shoe shall be epoxy coated to prevent corrosion of the waterway, optional.)

5.0 **Markings**

Hydrant shall be marked with the name of the manufacturer, size of valve opening, and the year of manufacture, all in accordance with AWWA C-502.

Sewer/Water Utility – Trace Wire Specification

1.0 General

All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked. THHN is prohibited from use in the tracer wire system.

All trace wire, test stations and accessories shall be supplied by a single manufacturer and domestically made in the USA.

All tracer wire and accessories shall be installed per plan details and per manufacturers recommended installation methods. All wire and connectors shall be rated for direct bury applications.

2.0 Materials

Copper Clad Steel (CCS) Trace Wire

Open Trench – 12 Gauge Copper Clad Steel with a Break Load of 452 pounds

Directional Drilling - 12 Gauge Copper Clad Steel with a Break Load of 1,150 pounds

Connectors

2-Way Splice Connector with Strain Relief

3-Way Connector

Termination/Access/Test Stations

Non-Roadway: Equal to Copperhead LD14TP

Concrete / Driveway: Equal to Copperhead CD14TP

Roadway: Equal to Copperhead RB14TP

Fire Hydrant: Equal to Copperhead T2-FLPKG

Grounding

Magnesium Anode: Equal to Copperhead ANO-12

3.0 Testing

All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.

This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project. Continuity testing in lieu of actual line tracing shall not be accepted.

4.0 Connectors

All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector.

Connectors shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure.

Non-locking friction fit, twist on or taped connectors are prohibited.

5.0 Termination/Access/Test Stations

All trace wire termination points must utilize an approved tracer wire access box, specifically manufactured for this purpose or as detailed on the plans

All grade level/in-ground access boxes shall be appropriately identified with “sewer” or “water” cast into the cap and be color coded (blue – water / green – sewer).

Test stations at dead ends shall be two-terminal.

Test stations in between dead ends shall be single terminal.

A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.

Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.

Hydrants – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange.

6.0 Grounding

Trace wire must be properly grounded at all dead ends/stubs.

Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode specifically manufactured for this purpose, and buried at the same elevation as the utility. Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

7.0 Sanitary Sewer System

A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.

Lay mainline trace wire continuously, by-passing around the outside of manholes/structures on the North or East side.

Trace wire on all sanitary service laterals must terminate at the cleanout and located directly above the service lateral at the edge of road right of way as detailed in the plans.

8.0 Water System

A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.

Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.

Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.

Above-ground tracer wire access boxes will be installed on all fire hydrants.

All conductive and non-conductive service lines shall include tracer wire.

9.0 Installation

Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.

Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.

Trace wire on all service laterals/stubs must terminate directly above the utility, at the edge of the road right-of-way, but out of the roadway.

At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire.

Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.

All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral 3-way connector, installed without cutting/splicing the mainline trace wire.

In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors, and shall be properly grounded at the splice location as specified.

Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.

Above-ground tracer wire access boxes will be installed on all fire hydrants.

All conductive and non-conductive service lines shall include tracer wire.

Conditions for Compliance with 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

A portion of the funding for the Work, as fully described (for reference) in **Attachment A, Project Name, Scope of Work and Project Timeline and Requirements**, has been made available to the City of Hattiesburg through the Mississippi Municipality & County Water Infrastructure (“MCWI”) Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

The Parties acknowledge that the above Contract Agreement (the “Contract”) is subject to the provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Notwithstanding anything contained in the Contract, CONTRACTOR agrees to comply with all applicable provisions of 2 C.F.R. § 200 et seq., as amended. As set forth in the Contract, to the extent any of the provision contained herein are in conflict with the Contract Documents, these provisions shall control. Further, the CONTRACTOR acknowledges and agrees to comply with **Attachment B, Subaward Terms and Conditions for Contracted Parties**.

A. Period of Performance

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**.

B. Termination

The Contract may be terminated as follows:

(1) Termination For Convenience. The OWNER may, when the interests of the OWNER so require, terminate Contract in whole or in part, for the convenience of the OWNER. OWNER shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

(2) Termination For Default. If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, OWNER may notify CONTRACTOR in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by OWNER, OWNER may terminate the CONTRACTOR’S right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by the OWNER, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the OWNER has an interest.

(3) Termination Upon Bankruptcy. This Agreement may be terminated in whole or in part by OWNER upon written notice to the CONTRACTOR, if the CONTRACTOR should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the CONTRACTOR of an assignment for the benefit of its creditors. In the event of such termination, the CONTRACTOR shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Contract, but in no case shall said compensation exceed the total Contract Price.

C. Equal Employment Opportunity.

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONTRACTORS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

D. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No CONTRACTOR or Subcontractors contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The U.S. Department of Treasury shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. Clean Air Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Mississippi Department of Environmental Quality or the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

F. Federal Water Pollution Control Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Mississippi Department of Environmental Quality or the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

G. Federal Restrictions on Lobbying.

CONTRACTOR shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, the CONTRACTOR may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. CONTRACTOR shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in **Exhibit A** (Lobbying Certifications).

H. Procurement of Recovered Materials

(1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

I. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Contracts and purchase orders for work or products under this award.

J. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) Prohibitions.

- (i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (ii) Unless an exception in paragraph (3) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (iii) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iv) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (v) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (vi) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (3) Exceptions.
- (i) This clause does not prohibit CONTRACTORS from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (ii) By necessary implication and regulation, the prohibitions also do not apply to:
 - (1) Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (4) Reporting requirement.
- (i) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or

subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (ii) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (iii) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

K. Contracting with Small and Minority Businesses, Women's Businesses Enterprises, and Labor Surplus Area Firms

If the CONTRACTOR engages subcontractors to perform work under the Contract, CONTRACTOR shall place qualified small and minority businesses and women's business enterprises on solicitation lists used in the procurement; solicit small and minority business and women's business enterprises; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Exhibit A: Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of CONTRACTOR'S Authorized Official

Name and Title of CONTRACTOR'S Authorized Official

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Edwards St. Sewer

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project is replacement of sewer mains, manholes, and potable water mains in the area identified as Edwards Street Infrastructure Rehab.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. Within 15 days of execution of this Agreement, advertise each construction contract for bids, if not already advertised;
- d. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

- e. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- f. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- g. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- h. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- k. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- l. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

**ATTACHMENT B
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES**

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The CONTRACTOR certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, CONTRACTOR agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of

their employees and officers, and the Department's Contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The CONTRACTOR acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the OWNER and the construction CONTRACTOR(s), engineer(s), attorney(s), equipment supplier(s), CONTRACTOR(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The OWNER and CONTRACTOR also acknowledge and agree that any benefit to vendors contracting with the OWNER or CONTRACTOR arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the OWNER.

Upon execution of any contract between the OWNER and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The OWNER and CONTRACTOR shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the OWNER and any other party. The OWNER, CONTRACTOR and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the OWNER and any other party. The OWNER and the CONTRACTOR acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the OWNER and the CONTRACTOR or any other parties.

5. ACCESS TO RECORDS

Provided CONTRACTOR is given reasonable advance written notice and such inspection is made during normal business hours of CONTRACTOR, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of CONTRACTOR'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by CONTRACTOR for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Work is commenced before the end of the ten (10) year

period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

CONTRACTOR is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

- A. CONTRACTOR has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to the Work is commenced before CONTRACTOR provides the records and corresponding certification to MDEQ, in which case, CONTRACTOR shall retain the records until all issues arising out of the action are finally resolved; and
- C. CONTRACTOR provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The CONTRACTOR shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. CONTRACTOR shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, CONTRACTOR shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the

performance of his services hereunder. The CONTRACTOR further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The CONTRACTOR agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the CONTRACTOR agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

68902810.v2



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, August 22, 2023
Re: Adopt a Resolution obligating ARPA funds; authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for the MLK Water and Sewer Project.
File Number: 2023-540
Minute Book #

Summary

Adopt resolution obligating ARPA funds; authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for the MLK Water and Sewer Project.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 22, 2023 City Council meeting for consideration.

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG,
MISSISSIPPI OBLIGATING ARPA FUNDS; AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT BY AND BETWEEN THE CITY AND THE
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR GRANT
FUNDS UNDER THE MISSISSIPPI MUNICIPALITY AND COUNTY WATER
INFRASTRUCTURE GRANT PROGRAM; AUTHORIZING THE EXECUTION OF A
RELATED CONSTRUCTION CONTRACT; AND FOR RELATED PURPOSES**

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, “ARPA”), allotted approximately \$350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi (“City”) has received a total of \$12,875,821 from ARPA (“Funds”); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ’s and related guidance, as amended from time to time (“Guidance”), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, the Final Rule expressly permits the Funds to be used for a broad range of investments in Clean Water Act infrastructure, including projects to “improve access to clean drinking water and improve wastewater and stormwater infrastructure systems,” which may be funded under the “water, sewer, and broadband eligible use category,” 87 Fed. Reg. 4338, 4409 (January 27, 2022); and

WHEREAS, FAQ No. 6.12 specifies that eligible stormwater projects include a “wide range of culvert repair, resizing, and removal replacement of storm sewers, and additional types of stormwater infrastructure,” FAQs (as of April 10, 2023), # 6.12 at p. 42; and

WHEREAS, the Project, as defined below, is eligible under ARPA and its Guidance as it is improvements to be made to the City’s water and wastewater systems in and around Martin Luther King Avenue as a necessary investment in Clean Water Act infrastructure; and

WHEREAS, the Mississippi Senate Bill 2822 (2022 Regular Session) provided funding and parameters for a program, which funding is derived from the State of Mississippi’s ARPA allocation, and will provide matching funds on a one-to-one basis to eligible counties and municipalities for making necessary investments in water, wastewater, and stormwater infrastructure known as the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program; and

WHEREAS, the Mississippi Department of Environmental Quality (“MDEQ”) developed regulations, FAQ’s, and related guidance for the MCWI program (the “MCWI Guidance”); and

WHEREAS, the MCWI Guidance defines eligible applicants to include any Mississippi municipality that has been awarded ARPA funds that will direct funds towards necessary investments in infrastructure including projects that are eligible for the Environmental Protection Agency’s Clean Water State Revolving Fund Program, the Drinking Water State Revolving Fund Program, and certain storm water infrastructure projects, all as eligible under the Guidance; and

WHEREAS, on September 6, 2022, the Mayor and City Council (“Governing Body”) of the City of Hattiesburg, Mississippi (“City”) adopted a “Resolution of the Mayor and City Council of Hattiesburg, Mississippi Authorizing the Submittal of Application to the Mississippi Municipal and County Water Infrastructure (“MCWI”) Grant Program and Designating its Authorized Representatives to Execute the Application”;

WHEREAS, the City was subsequently awarded funding under the MCWI program for the MLK Water and Sewer project (“Project”), pursuant to the Subaward Agreement, MDEQ Agreement No. 359-1-CW-5.5 (“Agreement”) in the amount of \$1,893,116.00, attached hereto as **Exhibit A**;

WHEREAS, the City advertised for bids for the Project in accordance with Miss. Code Ann. § 31-7-13 and its Uniform Guidance Policy for American Rescue Plan Fiscal Recovery Funds for the City of Hattiesburg, Mississippi, a copy of such proof of publication and posting to MPTAP for MB/WBE compliance is attached hereto as **Exhibit B**;

WHEREAS, upon receipt of bids for the Project and on August 8, 2023, the City determined that the bid received from Grady Crawford Construction Co., Inc. of Baton Rouge (“Crawford”) was the lowest and best bid in the amount of \$4,737,790.00; and resolved to award the Project to Crawford and, therefore, desires to enter into a contract with Crawford to construct the Project (“Construction Contract”), the form of which is attached hereto as **Exhibit C**; and

WHEREAS, in addition to the \$1,893,116.00 awarded to the City under the MCWI program for the Project, the City desires to allocate \$2,844,674.00 of its Funds for construction of the Project, which includes the amount of \$1,893,116.00 as its match for the MCWI funds awarded by MDEQ and an additional amount of \$946,558.00 of the City’s Funds for excess costs and contingencies per the bid by Crawford, all under the “water, sewer, and broadband eligible use category,” as allowed by the Guidance; and

WHEREAS, the City now desires to enter into the Agreement, the Construction Contract, and authorize the requisite officials to move forward with Crawford constructing the Project.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. That the Mayor is hereby authorized to execute the Agreement, attached as Exhibit A, and the Agreement is incorporated in full herein.
2. That the City shall comply with all terms, conditions and requirements in the Agreement.
3. That, in addition the funds received under the Agreement, the City shall obligate its ARPA Funds in the amount of \$2,844,674 for the Project under the “water, sewer, and broadband eligible use category.”
4. That the Mayor is hereby authorized to execute the construction contract with Crawford, the form of which is attached hereto as Exhibit C and incorporated in full herein.

Following the reading of the foregoing Resolution, Councilperson _____ made the motion and Councilperson _____ seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the 8th day of August, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the __ day of _____, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

MCWI SUBRECIPIENT AGREEMENT

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 359-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “MLK Water and Sewer” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$4,732,790.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,893,116.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,893,116.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$946,558.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$189,311.60**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Eight Hundred Ninety-Three Thousand One Hundred Sixteen Dollars and Zero Cents (\$1,893,116.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to

the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. COUNTERPARTS

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

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF HATTIESBURG

Mayor Toby Barker
Signature of Authorized Representative

Toby Barker
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

MLK Water and Sewer

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

Scope of work for this Project is replacement of existing reinforced concrete sewer mains and manholes with new concrete manholes and PVC sewer mains, the replacement of undersized potable water mains with appropriately sized water mains, and the connection of dead-end lines to the looped water system.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. Within 15 days of execution of this Agreement, advertise each construction contract for bids, if not already advertised;
- d. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

- e. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- f. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- g. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- h. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- k. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- l. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

EXHIBIT B
PROCUREMENT DOCUMENTATION

Shannon McConnell

From: Agency Bid Bank <agencybidbank@mississippi.org>
Sent: Thursday, May 11, 2023 10:37 AM
To: Shannon McConnell
Subject: MPTAP Bid Submission -- 05/11/2023 10:37 AM

Thank you for your bid submission on 05/11/2023 10:37 AM.

Please Keep this Confirmation for your Records

User: smcconnell@sd-w.com (Shannon McConnell)
Agency: Shows, Dearman and Waits, Inc.
Division:

Bid Number: 10763-20230511103430
Alternate Bid Number (if applicable): 11295
Bid Due Date and Time: 6/15/2023 10:00:00 AM
NIGP Number: 91345
NIGP Description: Construction Services, Heavy, Sewer and Storm Drain
Major Procurement Category: CONSTRUCTION
Sub Procurement Category: CONSTRUCTION - SERVICES
Pre-Bid Conference: False
Pre-Bid Conference Date and Time: N/A
Pre-Bid Description (if applicable): N/A
Bid Description: MLK AVENUE AREA INFRASTRUCTURE IMPROVEMENTS HATTIESBURG, MISSISSIPPI
File attached: True
File Attachment Generated File Name: 10763-20230511103430.pdf
File Attachment Description (if applicable): Advertisement for Bids

Thank you for your bid submission. Your bid has been registered with our system, and the MPTAP administrator has been notified of your bid.

Confidentiality Note: The Mississippi Development Authority (MDA) is committed to ensuring complete confidentiality of information for our customers. To this end, the information contained in this e-mail and/or document(s) attached is for the exclusive use by the individual named above and/or their organization and may contain confidential, privileged and non-disclosable information. If you are not the intended recipient, please refrain from reading, photocopying, distributing or otherwise using this e-mail or its contents in any way. If you have received this transmission in error, please notify me immediately. (MDA-2012)

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Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

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(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18
day of May, 2023, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: SDW-MLK Ave
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 AM on June 15, 2023 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

MLK AVENUE AREA
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID:
MLK AVENUE AREA
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law, but the Board reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 2 day of May A.D., 2023.

CITY OF HATTIESBURG, MISSISSIPPI
By: Kermas Eaton, City Clerk
Published May 11, 18, 2023

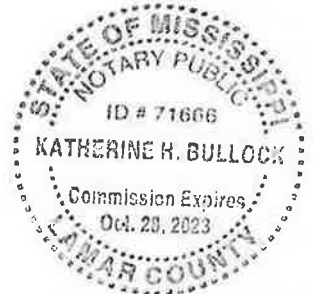


EXHIBIT C
CONSTRUCTION CONTRACT

SPECIFICATIONS AND CONTRACT DOCUMENTS

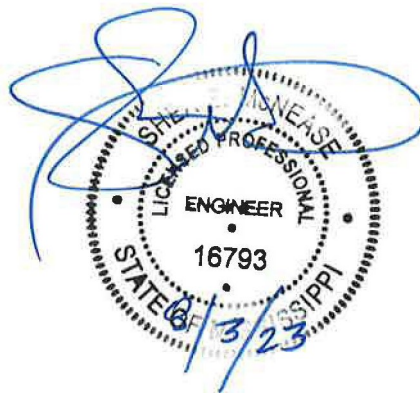
FOR

**MLK AVENUE AREA
INFRASTRUCTURE IMPROVEMENTS**

FOR THE

CITY OF HATTIESBURG

AUGUST 2023



PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS**

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg, MISSISSIPPI**, will receive sealed bids until **10:00 AM** on **July 13, 2023** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**MLK AVENUE AREA
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi. The City of Hattiesburg is an Equal Opportunity Employer. The City encourages small and minority businesses, women's business enterprises, and labor surplus area firms to submit proposals.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
MLK AVENUE AREA
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Board reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 2 day of May A.D., 2022.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on May 11, 2023 and May 18, 2023
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at City Hall until 10:00 AM on June 15, 2023, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **MLK Avenue Area Infrastructure Improvements, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible

BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to complete the work within the time stipulated, a deduction will be made of \$750 a day

from the money due the CONTRACTOR not as a penalty but as liquidated damages. The CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 350 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,


Authorized by: Richard Casey Crawford, President

Grady Crawford Construction Co., Inc. of BR

PO Box 967 Baton Rouge, LA 70821
ADDRESS

PROPOSAL

MLK AVENUE AREA INFRASTRUCTURE IMPROVEMENTS

Item	Description	Unit	Quantity	Unit Price	Extension
Sewer Pipe Items					
1	6" Ductile Iron Sewer Pipe (0'- 6')(Open Cut)	LF	60	124.00	7,440.00
2	6" Ductile Iron Sewer Pipe (6'- 8')(Open Cut)	LF	95	129.00	12,255.00
3	6" Ductile Iron Sewer Pipe (6'- 8')(Dry Jacked)	LF	90	258.00	23,220.00
4	8" SDR 26 PVC Sewer Pipe (0'- 6') (Open Cut)	LF	1,205	71.00	85,555.00
5	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	1,920	76.00	145,920.00
6	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	1,125	83.00	93,375.00
7	8" SDR 26 PVC Sewer Pipe (10'- 12') (Open Cut)	LF	960	92.00	88,320.00
8	8" SDR 26 PVC Sewer Pipe (12'- 14') (Open Cut)	LF	835	104.00	86,840.00
9	8" SDR 26 PVC Sewer Pipe (14'- 16') (Open Cut)	LF	196	188.00	36,848.00
10	8" SDR 26 PVC Sewer Pipe (6'- 8') (Dry Jacked)	LF	60	244.00	14,640.00
11	10" SDR 26 PVC Sewer Pipe (0'- 6') (Open Cut)	LF	504	82.00	41,328.00
12	10" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	180	87.00	15,660.00
13	10" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	955	94.00	89,770.00
14	10" SDR 26 PVC Sewer Pipe (10'- 12') (Open Cut)	LF	565	103.00	58,195.00
15	10" SDR 26 PVC Sewer Pipe (12'- 14') (Open Cut)	LF	316	115.00	36,340.00
16	10" SDR 26 PVC Sewer Pipe (14'- 16') (Open Cut)	LF	176	199.00	35,024.00
17	10" Ductile Iron Sewer Pipe (0'- 6') (Open Cut)	LF	100	164.00	16,400.00
18	Removal of Existing Sewer Line	LF	6,524	17.00	110,908.00
19	Abandonment of Existing Sewer Line (All Sizes)	LF	2,095	4.00	8,380.00
20	Tracer Wire System for Sewer	LS	1	34,500.00	34,500.00

	Sewer Manhole Items				
21	48" Precast Concrete Sewer Manhole (0' - 6')	EA	6	4,820.00	28,920.00
22	48" Precast Concrete Sewer Manhole (6' - 8')	EA	8	5,450.00	43,600.00
23	48" Precast Concrete Sewer Manhole (8' - 10')	EA	7	6,285.00	43,995.00
24	48" Precast Concrete Sewer Manhole (10' - 12')	EA	6	7,425.00	44,550.00
25	48" Precast Concrete Sewer Manhole (12' - 14')	EA	2	9,052.00	18,104.00
26	48" Precast Concrete Sewer Manhole (14' - 16')	EA	2	11,200.00	22,400.00
27	60" Precast Concrete Sewer Manhole (6' - 8') (Splitter Manhole)	EA	2	7,200.00	14,400.00
28	Demolition and Removal of Existing Manholes (All Types)	EA	25	550.00	13,750.00
29	Abandonment of Existing Manhole	EA	2	450.00	900.00
30	Drop Manhole Assembly (All Depths)	EA	1	2,074.00	2,074.00
	Sewer Service Items				
31	4" Sanitary Sewer Service Cleanout	EA	110	695.00	76,450.00
32	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,060	35.00	37,100.00
33	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	2,410	42.00	101,220.00
34	8"x8"x6" PVC Service Tee	EA	77	264.00	20,328.00
35	10"x10"x6" PVC Service Tee	EA	31	570.00	17,670.00
36	Existing Sewer Service Investigation	EA	20	130.00	2,600.00
	Water Pipe Items				
37	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	LF	20	23.00	460.00

38	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2,360	63.00	148,680.00
39	Tracer Wire System for Water	LS	1	24,000.00	24,000.00
	Water Connection Items				
40	Cut and Cap Existing Lines	Each	12	305.00	3,660.00
41	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	Each	2	4,765.00	9,530.00
42	Connection: Prop 6" to Exist 6" (Hot Tap w/ Valve & other fittings)	Each	4	8,950.00	35,800.00
	Water Valve Items				
43	6" Gate Valve	Each	1	1,926.00	1,926.00
	Water Fire Protection Items				
44	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	1	7,685.00	7,685.00
	Water Service Items				
45	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	88	710.00	62,480.00
46	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	4	2,100.00	8,400.00
47	Residential Service Tubing (Open Cut) (All Sizes)	LF	1,800	15.00	27,000.00
48	Residential Service Tubing (Bored) (All Sizes)	LF	790	27.00	21,330.00
49	Commercial Service Tubing (Open Cut) (All Sizes)	LF	20	19.00	380.00
50	Commercial Service Tubing (Bored) (All Sizes)	LF	160	30.00	4,800.00
51	Remove and Reset Water Meter	Each	13	533.00	6,929.00

	Miscellaneous Construction Items				
52	Crushed Aggregate (Size 610)	Ton	4,770	88.00	419,760.00
53	Select Fill Material (Class 9, Group C), LVM	CY	12,550	17.00	213,350.00
54	Concrete Pavement for Driveway and Parking Lot Repair (All Depths)	SY	175	119.00	20,825.00
55	Concrete Pavement for Street Repair (All Depths)	SY	2	141.00	282.00
56	9.5mm Hot Mix Asphalt	Ton	1,975	233.00	460,175.00
57	19mm Hot Mix Asphalt	Ton	1,405	297.00	417,285.00
58	Cold Milling of Bituminous Pavement (All Depths) (for Tie-Ins)	SY	1,300	22.00	28,600.00
59	Concrete Sidewalk Repair (All Depths)	SY	125	81.00	10,125.00
60	Concrete Curb & Gutter (Match Existing Type)	LF	570	47.00	26,790.00
61	Loose RipRap, Size 200	Ton	15	350.00	5,250.00
62	Geotextile Fabric for RipRap	SY	15	7.50	112.50
63	Class "B" Concrete, Minor Structures	CY	16	1,118.00	17,888.00
64	Reinforcing Steel	LBS	250	7.50	1,875.00
65	Castings & Gratings	LBS	400	14.50	5,800.00
66	10" & Under Corrugated HDPE Pipe (Dual Wall) (Including Bedding Material)	LF	16	80.00	1,280.00
67	12" Corrugated HDPE Pipe (Dual Wall) (Including Bedding Material)	LF	16	78.00	1,248.00
68	15" Corrugated HDPE Pipe (Dual Wall) (Including Bedding Material)	LF	16	85.00	1,360.00
69	12" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	80	96.00	7,680.00
70	15" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	112	101.00	11,312.00
71	18" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	32	104.00	3,328.00

72	24" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	48	151.00	7,248.00
73	36" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	16	232.00	3,712.00
74	22"x13" Reinforced Concrete Arch Pipe (Class III) (Plastic Gaskets)	LF	16	182.00	2,912.00
75	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	LF	272	17.00	4,624.00
76	Remove and Replace Existing Chain Link Fence	LF	530	45.00	23,850.00
77	Remove and Replace Existing Wood Fence	LF	10	74.00	740.00
78	6" Paint Traffic Stripe, Detail Yellow	LF	50	4.00	200.00
79	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	3,810	7.00	26,670.00
80	6" Thermoplastic Traffic Stripe, Detail Yellow	LF	935	7.00	6,545.00
81	Paint Legend Traffic Stripe, White (6" Equivalent)	LF	60	4.00	240.00
82	Thermoplastic Legend Traffic Stripe, White (6" Equivalent)	LF	1,720	20.00	34,400.00
83	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	2,435	20.00	48,700.00
84	Grassing (Incl. Seed, Top Soil, Fertilizer, Watering, etc.)	SY	465	10.00	4,650.00
85	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	275	27.00	7,425.00
86	Clearing and Grubbing	Acre	1	20,000.00	20,000.00
87	Temporary Erosion Control	LS	1	13,500.00	13,500.00
88	Maintenance of Traffic	LS	1	100,000.00	100,000.00
89	Mobilization	LS	1	225,000.00	225,000.00
				BID TOTAL:	4,076,780.50

Base Bid Respectfully Submitted, Name of Firm or Bidder: Grady Crawford Construction Co., Inc. of BR

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, Grady Crawford Construction Co., Inc. of Baton Rouge Principal, and Hartford Accident & Indemnity Company as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 13th day of July, 20 23.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

**MLK AVENUE AREA
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.


Grady Crawford Construction Co., Inc. of Baton Rouge
PRINCIPAL

Hartford Accident & Indemnity Company
SURETY

BY: Ryan Vicknair
Ryan Vicknair, Attorney-In-Fact



IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

MLK AVENUE AREA INFRASTRUCTURE IMPROVEMENTS HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of \$ _____ for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and

accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids
Instructions to Bidders
Bid
Bid Bond
Contract Agreement

Notice of Award
Notice to Proceed
Change Order
General Conditions
Supplemental General Conditions

Conditions for Compliance
with 2 C.F.R. § 200 et seq.
Technical Specifications
Drawings

Payment Bond
Performance Bond
Addenda

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. To the extent that any provisions of the Contract Documents are in conflict with the provisions of the Conditions for Compliance with 2 C.F.R. § 200 et seq., the provisions in the Conditions for Compliance with 2 C.F.R. § 200 et seq. shall control.

OWNERS:

City of Hattiesburg

SEAL

Authorized by:

(Printed Name & Title)

ATTEST

CONTRACTOR:

SEAL

ATTEST

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____
(hereinafter called the Principal), a corporation, partnership or individual duly authorized
by law to do business as a construction contractor in the State of Mississippi, and _____
_____ of _____
(herein called the Surety), a corporation duly authorized to do surety business under the
laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg
, MS (hereinafter called the Obligee), a Municipality existing under the laws of the State
of Mississippi, in the penal sum of _____
Dollars (_____) lawful money of the United States, for the payment of which
well and truly to be made, the said Principal and the said Surety do hereby bind
ourselves, our heirs, executors, administrators and assigns, jointly and severally, by
these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument
in writing attached hereto and bearing date of _____
has agreed with said Obligee to do all work necessary and to furnish labor, materials,
tools, supplies and services to construct **MLK AVENUE AREA INFRASTRUCTURE
IMPROVEMENTS, HATTIESBURG, MISSISSIPPI** as shown on Plans and specified
thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and
workmanlike manner, and to the satisfaction of Obligee perform and complete the work
required, and shall defend, indemnify and save harmless said Obligee against all
damages, claims, demands, expense and charge of every kind (including claims of patent
infringement) arising out of injury or damage to persons or property by reason or arising
from any act, omission or neglect of said Principal, his agent, servants or employees with
relation to said work; and shall pay all cost, charges, rentals and expenses for labor,
material, supplies and equipment and deliver the said improvement to Obligee completed
and ready for occupancy or operation, and free from all liens, encumbrances or claims for
labor, material or otherwise; and shall pay all other expenses lawfully chargeable to
Obligee by reason of any default or neglect of the said Principal in the relation of said
agreement and said work, then this obligation shall be void, otherwise to remain in full
force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates
and agrees that no charge, extension of time, alteration or addition to the terms of the
Contract, or the work to be performed thereunder, or the Specifications accompanying
the same, shall in any way affect its obligation on this bond and does hereby waive notice
of any change, extension of time, alteration or addition to the terms of the Contract, or to
the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or

subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

Conditions for Compliance with 2 C.F.R. § 200 et seq., the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General

Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.2 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.3 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.4 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.1 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project

Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon

which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent

in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or

Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in

obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge

the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties

on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to

arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if

within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the

Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have

been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required.

And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty

payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original

allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the

completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only

that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the

site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated

damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or

similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or

other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is

due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve

his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S Contingent or Protective Liability and Property Damage:**

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. **Automotive Public Liability and Property Damage**

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. **OWNER'S Protective Liability Policy**

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work “broom” clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR

and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

Measurement and payment for the following bid items shall be as described and shall include all material equipment, labor and testing to install and make operational a complete sewer system as detailed on the contract drawings and in these specifications.

SEWER MAIN (SDR-26), HDPE, DUCTILE IRON, OR OTHER

Payment for all sewer mains will be per linear foot for various diameter pipe measured from centerline of manhole to centerline of manhole in relation to the diameter of the pipe and the depth of cut as shown in the individual bid items. The item shall be paid per linear foot.

REMOVAL OF EXISTING SEWER LINE

Payment for removal of existing sewer line shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per linear foot.

ABANDONMENT OF EXISTING SEWER LINE

Payment for abandonment of existing sewer line shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per linear foot.

TRACER WIRE SYSTEM FOR WATER/SEWER

Installation requirements for tracer wire shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to provide a complete tracer system for the sewer infrastructure with proper grounding and connection points as shown in the plans and specifications. Grounding and hook-up locations shall be absorbed in the price of the tracer wire. The item shall be paid per linear foot.

MANHOLES

Payment for manholes will be per each and depth of manhole in appropriate depth bracket measured from lid of manhole to downstream invert. Depth shall be based on individual bid items.

DEMOLITION AND REMOVAL OF EXISTING MANHOLE

Payment for demolition and removal of existing manhole shall be as indicated on the construction plans. The item shall include the removal of the manhole frame and lid assembly with storage and delivery to City of Hattiesburg, demolition of the remainder of the manhole as indicated on the construction plans removal of the manhole as indicated. The item shall include all labor, equipment and materials necessary to demolish and remove an existing manhole. Bypass pumping shall be an absorbed portion of this item should it be necessary for the removal. The item shall be paid per each.

ABANDONMENT OF EXISTING MANHOLE

Payment for abandonment of existing manhole shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the

item. The item shall be paid per each.

DROP MANHOLE ASSEMBLY

Payment for drop manhole assembly shall include furnishing and installing all hardware required to assemble a drop as detailed in the plans and specifications. Payment shall be per each.

SANITARY SEWER SERVICE CLEANOUT

Payment for sewer cleanout will be per each to include all labor, materials and equipment at the bid size. Price shall reflect each necessary cleanout as determined by the ENGINEER to provide sanitary sewer service to project area.

SANITARY SEWER SERVICE

Payment for sanitary sewer service will be per linear foot for various diameter pipe. Item shall include PVC pipe, fittings, and other items necessary for a functioning service. Item shall include all labor, equipment and materials necessary to install all equipment. The item shall be per linear foot.

SANITARY SEWER SERVICE TEE

Payment for sanitary sewer service tee will be per each at the bid size and type. Price shall include all labor, materials and equipment necessary to install sanitary sewer service tee based on plans and specifications.

DUCTILE IRON, PVC and HDPE WATER SYSTEMS

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material sheeting, shoring, bracing, dewatering, testing, fittings, reducers, flushing the system and related items not specifically covered under other pay items. The contract price shall be determined by the measured distance of pipe installed and accepted per linear foot.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing gate valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, valve box, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational hydrant. Pay shall be determined per each.

REMOVAL OF EXISTING FIRE HYDRANT

Payment for removal of fire hydrant shall include capping/plugging existing service line and removal of the hydrant. Item shall be paid per each.

SERVICE TAP

Payment for service tap shall include all fittings, tubing, tapping saddle, corporation stop, materials, labor and equipment to provide a new water service. Item shall be paid per each.

SERVICE TUBING

Payment for installation of service tubing shall include furnishing and installing service tubing as directed by the ENGINEER. Item shall include all boring, trenching, excavating, compaction of backfill, disposal of excess excavated material etc. to install service tubing as directed. Payment shall be per linear foot measured from each connection point.

RESIDENTIAL METER

Payment for residential meter shall include all components, labor and equipment for a fully operational water meter. Meter shall meet the requirements of the plans and specifications and function fully within the existing system. Item shall include meter, box and any necessary fittings and shall be paid per each.

CRUSHED AGGREGATE

Payment for crushed aggregate shall include furnishing and installing material as specified in the plans and specifications. Crushed aggregate shall be installed as a base material for the pavement repairs. Crushed aggregate may be used for a temporary riding surface and will be the surface of Camp Street throughout the life of the project. Temporary riding surface will be removed prior to pavement repairs and moved to another location as directed by the engineer at no additional cost to the project. Payment shall be per ton from certified scales.

SELECT FILL MATERIAL

Payment for select fill material will be based on loose vehicular measurement. Haul vehicles shall be measured and volumes calculated. It shall be the discretion of ENGINEER as to the overall percentage full of haul material and that determination shall be final. Item shall include material, haul, placement and testing necessary to meet the plans and specifications.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement, finishing and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE

Payment for concrete shall include furnishing and installing concrete with specified class as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Item shall include reinforcing steel, grates, etc. as necessary and required. Payment shall be per cubic yard.

HOT MIX ASPHALT

Payment for hot mix asphalt shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per ton.

CONCRETE SIDEWALK REPAIR

Payment for concrete sidewalk repair shall include furnishing and installing sidewalk to match removed concrete sidewalk. Item shall include saw cutting, forming, material, haul, placement, compaction and testing necessary to meet the plans and specifications. Item shall not be used for damage to sidewalk as a result of poor construction methods or neglect from the contractor. Payment shall be per square yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing curb and gutter. Item shall be paid per linear foot.

CONCRETE DITCH REPAIR

Payment for concrete ditch repair shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing paved ditch. Item shall be paid per square yard.

CLASS "B" CONCRETE, MINOR STRUCTURES

Payment for Class "B" Concrete, Minor Structures shall include grading, forming, materials, placement, compaction and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition. Item shall be paid per cubic yard.

REINFORCING STEEL

Payment for reinforcing steel shall include grading, forming, materials, tying, spacing and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition. Item shall be paid per pound.

INLET GRATINGS

Payment for inlet gratings shall include casting, materials, installation and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition. Item shall be paid per pound.

INLET CASTINGS

Payment for inlet castings shall include casting, materials, installation and testing necessary to complete the construction as defined in the plans and specification and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition. Item shall be paid per pound.

DRAINAGE PIPE

Payment for all drainage pipe will be per linear foot for various diameter pipe and material type measured from end of pipe to end of pipe installed in relation to the diameter of the pipe.

REMOVAL OF EXISTING PIPE CROSS DRAINS

Payment for removal of existing pipe cross drains shall include removal of all pipe materials from project site. Item shall be as authorized by the engineer. Item shall be paid per linear foot.

REMOVAL OF EXISTING CORRUGATED HDPE PIPE AND RESET

Payment for removal of existing corrugated HDPE pipe and reset shall include removal of all pipe materials, storing materials, and installation of materials in a new location as directed by the ENGINEER. Item shall be paid per linear foot.

REMOVAL, SALVAGE, AND RESET EXISTING FENCE

Payment for removal, salvage, and reset of existing fence shall include removal of all fence materials, storing materials, and installation of materials in a new location as directed by the ENGINEER. Item shall be paid per linear foot.

6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE

Payment for 6" Yellow Thermoplastic Detail Stripe shall include materials, labor, and equipment for the installation of striping at locations directed by the ENGINEER and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Item shall be paid per linear foot.

LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING

Payment for Legend White Thermoplastic Traffic Marking shall include materials, labor, and equipment for the installation of striping at locations directed by the ENGINEER and in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Item shall be paid per linear foot.

SOLID SOD

Payment for solid sod shall include furnishing and installing sod, fertilizer, lime and other components required to establish permanent grassing matching existing conditions. Solid Sod shall include final grading prior to installation of sod materials. The unit measurement shall be per square yard.

LANDSCAPE RESTORATION

Payment for Landscape Restoration shall include furnishing and installing of top soil, mulch, plants, fertilizer, watering, final grading and other components required to re-establish landscaping to matching existing conditions. The unit measurement shall be per square foot.

CLEARING AND GRUBBING

Payment for clearing and grubbing shall include removal of all items within the required limits of construction necessary to complete the project based on the construction plans and specifications. Payment shall include off site removal of all items removed during clearing and grubbing. Item shall include all materials, labor and equipment necessary to meet the plans and specifications. Payment shall be per acre.

TEMPORARY EROSION CONTROL

Payment for Temporary Erosion Control shall include furnishing, installing and maintaining hay bales or silt fence as required by current Mississippi Department of Environmental Quality standards. Hay bales and silt fence shall be installed and maintained to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be lump sum and includes any required maintenance.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the ENGINEER.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site, to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

SANITARY SEWERAGE SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of sewer pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139/139M Electric-Fusion (Arc) Welded Steel Pipe (HPS 4 inch and over).
- A 252 Welded and Seamless Steel Pipe Piles.
- C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Specifications for Concrete Aggregate
- C 39/C 39M Compressive Strength of Cylindrical Concrete Specimens.
- D 1248 Polyethylene Plastics Extrusion Materials for Wire and Cable
- D 1784 Rigid Poly(Vinyl Chloride)(PVC) Compounds and Chlorinated Poly (Vinyl Chloride)(CPVC) Compounds.
- D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.
- D 2922 Density of Soil and Soil Aggregate in place by Nuclear Methods (Shallow Depths).
- D 3034 Specifications for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- D 3212 Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.
- F 477 Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

F 794 Poly (Vinyl Chloride)(PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

A21.10 Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

A21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

A21.50 Ductile Iron Pipe, Design Requirements

A21.51 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

C 151 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction Current Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer and bear on the submittal a certification from the Contractor the submittal is in conformance with the specifications.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

3.2 PVC Pipe: The Contractor shall submit manufacturer's certificate which certifies the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the Contractor shall submit the following:

A. PVC Piping: PVC Pipe shall be sampled, tested, and inspected in accordance with the provisions of ASTM D3034. Copies of test results shall be attached. Test results shall be similar material and not be more than one year old from the date of material delivery.

B. Joints: The following submittals shall be required for PVC joints.

1. Certificate with test results for joints for compliance to ASTM D 3212. Gaskets shall conform to ASTM F 477. Test results shall be for similar material and not be more than one year old.

4.0 MATERIALS

4.1 Gravity Sewer Pipe: Where the type of gravity sewer piping is not indicated on the plans, the Contractor shall furnish polyvinyl chloride (PVC) pipe.

The Contractor shall be restricted to furnishing the exact type of pipe material where indicated on the Contract Drawings.

The Contractor shall be limited to the use of only one type of pipe (so selected by the Contractor and indicated on the Proposal Form) and shall not change the type of gravity sewer pipe except as follows:

1. Where indicated on the plans, or
2. If permitted in writing by the Engineer.

A. **Ductile Iron Pipe:** Ductile iron shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum 50psi.

Ductile Iron Pipe shall be manufactured in accordance with the latest revision of ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.

Pipe shall be standard asphaltic coating on the exterior. Pipe shall also have 40 mils of Protecto 401 Ceramic Epoxy on the interior per "Standard Specification for Lining Ductile Iron Pipe for Sewer Service".

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

All pipe shall be furnished with Push-On Type Joints, such as Tyton or Fastite. Joints shall be in accordance with ANSI/AWWA C111/A21.11, of latest revision, and be furnished complete with all necessary accessories.

Fittings shall be ductile iron. Fittings shall conform to the latest revision of either ANSI/AWWA C600.

B. **PVC Pipe:** PVC gravity sewer pipe and fittings shall conform to the requirements of ASTM D 3034 with an SDR of 26 and a minimum stiffness of 46 lb./in. - in and 115 lb./in. - in, respectively. Joints for sewer pipe shall be either push-up or mechanical conforming to the requirements of ASTM 3212. Gaskets for sewer pipe shall conform to the requirements of ASTM F 477.

Approved adaptors shall be used for making connections between PVC pipe and

concrete manholes. Pipe connections to new manholes shall be made using a flexible synthetic rubber boot mechanically clamped to the manhole and to the pipe to provide a watertight seal.

C. **Service Laterals:** Service laterals for local services shall consist of fittings, pipe lengths, and connections of 6 inch or 4 inch pipe. The fittings, pipe lengths and plugs shall be of the same material as the run pipe unless otherwise indicated on the Contract Drawings. The modified sewer tees shall be an integral part of the run pipe. The remainder of the branch shall consist of standard fittings (elbows, reducers, and lengths of pipe) in accordance with the manufacturer's standard products and as specified. Pipe lengths and joint connections shall meet the specified requirements for the type materials used.

4.2 Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of sewer pipe or force main and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch. (Hwy) and 0.28 inch (RR). Contractor shall verify the I.D. of the casing pipe is adequate for the carrier pipe prior to installation.

4.3 Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table:)

SIZE NO. 467

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 - ½"	95 - 100
¾"	35 - 70
⅜"	10 - 30
No. 4	0 - 5

4.4 Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - ½" sieve.

4.5 Clay Gravel Material: Clay Gravel Material shall meet MDOT Specifications, Group

4.6 Concrete: Concrete shall be in accordance with the requirements of Technical Specifications - CONCRETE

4.7 Select Fill Material: General : The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in

character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material. Material shall meet the Standard Specifications for Road and Bridge Construction, Latest Edition for Class 9 Group C and modified to consist of a P.I of between 5 and 15.

4.8 Backfill: All other backfill shall consist of excavated material removed from the trench unless otherwise directed by the Engineer. CONTRACTOR shall separate poor and acceptable material during excavation. Failure to separate material shall require CONTRACTOR to furnish acceptable backfill at no additional cost to the project. Unacceptable material shall be disposed of off-site at the Contractor's expense.

5.0 CONSTRUCTION:

5.1 Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

Where possible, Contractor shall remove turf in sections, keep damp, and replace upon completion of backfilling.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor at his expense. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should

the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe. In the event trench width is wider than allowed on the plans, Contractor shall absorb the cost of additional wash gravel bedding based on neat line quantity calculations.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

If adequate area is not available on the construction site, the Contractor will be required to stockpile material off site. Owner shall not bear any additional expense.

Ledge Rock, boulders and large stones shall be removed to provide a minimum clearance of 4 inches (10 cm) below and on each side of all pipes.

It is the intention of these specification that there shall be a minimum interruption to traffic and all traffic control shall be in accordance with the MUTCD.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of sewer pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade

made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the pipe laying operation.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with wash gravel bedding and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation, without direction of the Engineer, shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in

the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grade, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

- a Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.
- b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.
- c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.2 PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

5.3 PIPE LAYING: Pipe laying shall proceed upgrade with the spigot ends of the bell-and-spigot pipe and tongue ends of the tongue and groove pipe jointing in the direction of flow. Each pipe shall be laid true to line and grade and in such a manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the sewer shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water, earth, or other substance will enter the pipe or fittings.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

The Contractor shall utilize a commercial grade laser beam specifically manufactured to aid in maintaining grade and alignment of pipelines during installation. The primary unit shall be mounted on a heavy duty base and firmly anchored in the downstream manhole of the reach under construction. The maximum distance shall not exceed four hundred feet (400') per set-up without the approval of the Engineer.

Each joint of pipe shall be installed using an approved target to align the pipe with the projected laser beam. The methods and procedures shall be in strict accordance with the manufacturer's recommendations and instructions. Proper ventilation shall be maintained at all times. Care shall be exercised in order to prevent bumping or misalignment of the projected beam. Sewer lines shall be laid such that the installed variation of invert elevations when compared with the construction plans does not exceed 0.05 feet. Sewer lines in which said variation exceeds 0.05 feet may be rejected. Sewer pipe shall be visually inspected for alignment by lamping, televising or by other appropriate means to determine alignment.

Whenever a movable steel box is used in place of sheeting, the Contractor shall take care to prevent the pipe from moving when the steel box is moved.

5.4 PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

A. PVC Pipe Joint Construction: The bell and spigot ends of PVC sewer pipe shall be cleaned of all foreign material that could interfere with proper assembly of the joints. The spigot

ends shall be cleaned one inch (1") beyond the joint assembly reference mark.

The spigot end of the pipe shall be thoroughly lubricated in accordance with the manufacturer's recommendations. The coating should be the equivalent of a brush coat of enamel paint and maybe applied by hand, cloth, pad sponge or glove.

The lubricated spigot end shall be inserted into the bell keeping the pipe length in proper alignment. The bell shall be braced while the spigot end is pushed in under the rubber ring, so that previously competed joints in the line will not be closed up. The spigot end shall be pushed into the bell until the reference mark is flush with the end of the bell. Pipe shall be pushed by use of a bar or other means approved by the Engineer. Hydraulic excavators, backhoes, or other machinery shall not be used to push slip-joint pipe together.

Generally, the installation and jointing of PVC Pipe shall conform to the requirement so the latest edition of ASTM D-2321, "Underground Installation of Flexible Thermoplastic Sewer Pipe".

Any pipe cuts shall be of neat line. Pipe shall have bevel edges according to the manufacturer's recommendations.

B. Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe and shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first; then the top; next the bolts on either side; and last , the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

C. Jointing Dissimilar Pipes: Suitable adaptor couplings are required for connecting dissimilar pipes. The couplings shall be approved by the Engineer before installation.

5.5 STREAM CROSSING: Ductile iron pipe Class 50 shall be used as shown on the Drawings. Granular fill, concrete, and concrete collars shall be placed or constructed as shown on the contract drawings.

5.6 SERVICE LATERALS (LINES): Modified sewer tees shall be installed on the run pipe at the appropriate field locations. Service lines of the sizes specified shall be laid to a uniform grade so that the customer being served can be tied-in using good construction practices. All tamping and backfilling operations shall be performed the same as on main line pipe. Removable plugs shall be securely installed in pipe ends and a 2" x 2" treated post extending 12" above the ground line shall mark the pipe end location if the lateral is not connected to an existing sewer. For service laterals in which a connection to an existing service is required, the Contractor shall make the connection. Contractor shall verify the location of all service laterals within the project area prior to construction.

5.7 BORINGS: Borings shall be accomplished in accordance with Mississippi Standard Specifications for Road and Bridge Construction or Railway Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

A. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be water tight.

B. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

C. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under surcharged sewage conditions.

D. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end with a quick setting grout.

5.8 RELATION TO WATER MAINS:

A. Water mains shall be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line shall be a minimum of 18 inches from the top of the sewer line.

5.9 CONTINUATION OF SERVICE

The existing wastewater system shall remain in operation during the duration of the project until such time it is no longer needed. Should removal of facilities from operation become necessary, a plan which will avoid or minimize pollution effects on any receiving stream and provide alternate service for wastewater facilities shall be reviewed and approved in advance by the Mississippi Department of Environmental Quality and shall be adhered to during construction.

Where shown on the plans or directed by the Engineer, new sewers shall be connected to existing sewers either by constructing a manhole over an existing line (doghouse) or by coring through the wall of an existing manhole.

6.0 TESTING

6.1 Ductile Iron Pipe:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

6.2 PVC PIPING: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittal. No other material test shall be required.

6.3 STEEL CASING PIPE: Material test shall be included as part the submittal. No other material test shall be required.

6.4 BEDDING MATERIAL AND STABILIZATION MATERIAL: Test for gradation and test for material passing the No. 40 sieve shall be as follows:

Gradation	- AASHTO T 88
Liquid Limit	- AASHTO T 89
Plasticity Index	- AASHTO T 90

One set of each test listed above will be required for every 500 cubic yards or major fraction thereof.

6.5 COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T191 and ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99.

CONTRACTOR shall establish a compaction method or pattern which results in the proper density for the material utilized in the backfill operation. CONTRACTOR shall verify the compaction method by testing each lift for density in the first run of pipe to be laid. Upon satisfactory performance and approval of the ENGINEER the established compaction method shall be used for compaction of each lift of similar material.

The CONTRACTOR shall provide additional density testing to verify the compaction effort; twice in random locations as selected by the ENGINEER every 1,500 linear feet of pipe, if there is a

change in material, or if in the sole opinion of the ENGINEER the compaction effort is not yielding the proper results.

(Number of Compaction Tests)

AASHTO T-99	
AASHTO T-191	or
ASTM D 2922	
Select Backfill Material OR	
Stabilization Material	1
One per 100 CY	
Bedding Material	2
One per 600 LF	
Tamped Backfill	2
One per 600 LF	

6.6 INFILTRATION/EXFILTRATION/LAMP TEST: The Contractor shall provide all plugs, water supply, measuring devices, and all other equipment, material, labor and supervision to measure the infiltration and exfiltration tests as specified below. The Contractor shall perform the test in the presence of the Engineer. All gravity sewer pipe shall be tested in accordance with the following applicable requirements.

A. Infiltration Test: The infiltration test shall be conducted between adjacent manholes. The outlet pipe on the downstream manhole shall be plugged and tested for water tightness to the satisfaction of the Engineer. The accumulated depth of water in the downstream manhole shall be read at 12 hour intervals for two (2) days and the infiltration rate calculated from the data obtained. Any section exceeding an infiltration rate of 200 gallons/day/inch diameter/mile shall be relayed at the Contractor's expense. This means that the Contractor shall locate and repair leaks as necessary to pass the infiltration test. Infiltration test shall be utilized only when ground water is above pipe.

B. Low Pressure Air Test: Air test shall be conducted in strict accordance with the manufacturer's instructions, including all recommended safety precautions. Equipment used for air testing shall be specifically designed for such and include a monitoring gauge with 0 to 5 psi with a minimum division of 0.1 psi and an accuracy of no less than 0.05 psi

1. Air testing shall be conducted for completed gravity sewer mains
2. After an internal pressure of 4.0 psi is obtained, allow at least 2 minutes for pressure to stabilize, adding only the amount of air necessary to maintain pressure. After stabilization period, adjust the pressure to 3.5 psi and valve off air supply.

3. Determine the minimum pressure holding time allowed for pressure to drop from 3.5 psi to 3.0 psi as shown on the table below.

Minimum Holding Time for Low Pressure Air Test

Nominal Pipe Size (inches)	Time per 100 ft.
6	42 sec.
8	1 min. - 12 sec.
10	1 min. - 30 sec.
12	1 min. - 48 sec.
15	2 min. - 6 sec.
18	2 min. - 24 sec.
21	3 min.
24	3 min. - 36 sec.
27	4 min. - 12 sec.
30	4 min. - 48 sec.
33	5 min. - 24 sec.
36	6 min.

C. Visual Test: Gravity sewer lines will be lamped and shall show a true line between manholes without defects in conditions, grade, or alignment. Any defective lines shall be subject to a closed-circuit television inspection performed at the Contractor's expense.

6.7 DEFLECTION TESTS: 100% of the PVC gravity sewer mains shall be tested 30 days after the final backfill has been in place by the following method:

Use a "Go-, no-go" mandrel which is sized to such dimensions that it will not "go" when encountering a deflection greater than 5%. The instructions for its use are as follows:

A. Completely flush the line making sure the pipe is clean of any mud or debris that would hinder the passage of the mandrel.

B. During the final flushing of the line, attach a floating block or ball to the end of the mandrel, pull rope and float the rope through the line. (A nylon ski rope is recommended)

C. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.

D. Connect a retrieval rope to the back of the mandrel to pull it back if necessary.

E. By hand, remove all the slack in the pull rope and place a tape marker on the top at the end of the pipe where the mandrel will exit, determining the location of the mandrel in the line.

F. By hand, draw mandrel through the sewer lines. If any irregularities or obstructions are encountered in the line, they shall be corrected by the Contractor.

G. If a section with excessive deflection is found, locate it; dig down and uncover the pipe; if any damaged pipe is found, replace it; if pipe is not damaged, realign and thoroughly tamp haunching and initial backfill; replace remainder of backfill.

H. Re-test this section for deflection after 30 days from initial testing.

STANDARD SPECIFICATION
FOR LINING DUCTILE IRON PIPE
FOR SEWER SERVICE

1.0 Condition of Ductile Iron Prior to Surface Preparation

All ductile pipe and fittings shall be delivered to the application facility without asphalt, cement lining, or any other lining on the interior surface. Because removal of old linings may not be possible, the intent of this specification is that the entire interior of the ductile iron pipe and fittings shall not have been lined with any substance prior to the application of the specified lining material and no coating shall have been applied to the first six inches of the exterior of the spigot ends.

2.0 Lining Material

The Standard of Quality is Protecto 401 Ceramic Epoxy. The material shall be an amine cured novalac epoxy containing at least 20% by volume of ceramic quartz pigment. Any request for substitution must be accompanied by a successful history of lining pipe and fittings for sewer service, a test report verifying the following properties, and a certification of the test results.

A permeability rating of 0.00 when tested according to Method A of ASTM E-96-66, Procedure A with a test duration of 30 days.

The following test must be run on coupons from factory lined ductile iron pipe:

ASTM B-117 Salt Spray (scribed panel) - Results to equal 0.0 undercutting after two years.

ASTM G-95 Cathodic Disbondment 1.5 volts @ 77°F. Results to equal no more than 0.5mm undercutting after 30 days.

Immersion Testing rated using ASTM D-714-87.

20% Sulfuric Acid - No effect after two years.

140°F 25% Sodium Hydroxide - No effect after two years.

160°F Distilled Water - No effect after two years.

120°F Tap Water (scribed panel) - 0.0 undercutting after two years with no effect.

An abrasion resistance of no more than 3 mils (.075mm) loss after one million cycles using European Standard EN 598: 1994 Section 7.8 Abrasion Resistance.

3.0 Application

Applicator

The lining shall be applied by a certified firm with a successful history of applying linings to the interior of ductile iron pipe and fittings.

Surface Preparation

Prior to abrasive blasting, the entire area to receive the protective compound shall be inspected for oil, grease, etc. Any areas with oil, grease, or any substance which can be removed by solvent, shall be solvent cleaned to remove those substances. After the surface has been made free of grease, oil or other substances, all areas to receive the protective compounds shall be abrasive blasted using sand or grit abrasive media. The entire surface to be lined shall be struck with the blast media so that all rust, loose oxides, etc., are removed from the surface. Only slight stains and tightly adhering oxide may be left on the surface. Any area where rust reappears before lining must be reblasted.

Lining

After the surface preparation and within 8 hours of surface preparation, the interior of the pipe shall receive 40 mils nominal dry film thickness of Protecto 401. No lining shall take place when the substrate or ambient temperature is below 40 degrees Fahrenheit. The surface also must be dry and dust free. If flange pipe or fittings are included in the project, the lining shall not be used on the face of the flange.

Coating of Bell Sockets and Spigot Ends

Due to the tolerances involved, the gasket area and spigot end up to 6 inches back from the end of the spigot end must be coated with 6 mils nominal, 10 mils maximum using Protecto Joint Compound. The Joint Compound shall be applied by brush to ensure coverage. Care should be taken that the Joint Compound is smooth without excess buildup in the gasket seat or on the spigot ends. Coating of the gasket seat and spigot ends shall be done after the application of the lining.

Number of Coats

The number of coats of lining material applied shall be as recommended by the lining manufacturer. However, in no case shall this material be applied above the dry thickness per coat recommended by the lining manufacturer in printed literature. The maximum or minimum time between coats shall be that time recommended by the lining material manufacturer. **To prevent delamination between coats, no material shall be used for lining which is not indefinitely recoatable with itself without roughening of the surface.**

Touch-Up & Repair

Protecto Joint Compound shall be used for touch-up or repair in accordance with manufacturer's recommendations.

4.0 Inspection and certification

Inspection

All ductile iron pipe and fitting linings shall be checked for thickness using a magnetic film thickness gauge. The thickness testing shall be done using the method outlined in SSPC-PA-2 Film Thickness Rating.

The interior lining of all pipe barrels and fittings shall be tested for pinholes with a nondestructive 2,500 volt test. Any pinholes found shall be repaired prior to shipment.

Each pipe joint and fitting shall be marked with the date of application of the lining system along with its numerical sequence of application on that date and records maintained by the applicator of his work.

Certification

The pipe or fitting manufacturer must supply a certificate attesting to the fact that the applicator met the requirements of this specification, and that the material used was as specified.

5.0 Handling

Protecto 401 lined pipe and fittings must be handled only from the outside of the pipe and fittings. No forks, chains, straps, hooks, etc. shall be placed inside the pipe and fittings for lifting, positioning, or laying. The pipe shall not be dropped or unloaded by rolling. Care should be taken not to let the pipe strike sharp objects while swinging or being off loaded. Ductile iron pipe should never be placed on grade by use of hydraulic pressure from an excavator bucket or by banging with heavy hammers.

MANHOLES

1.0 GENERAL:

This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals for the construction of standard manholes, in accordance with the Contract Drawings and Specifications. Included in the work are structural excavation, backfill, and disposal of excess material.

2.0 APPLICABLE DOCUMENTS:

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

American Society for Testing and Materials (ASTM)

A 48/A48M	Standard Specification for Gray Iron Casting
C 39/C39M	Standard Specification for Test for Compressive Strength of Cylindrical Concrete Specimens
C 443	Standard Specification for Joints for Circular Concrete Pipe and Manholes Using Rubber Gaskets
C 478	Standard Specification for Precast Reinforced Concrete Manhole Sections
C 497	Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile
C 2922	Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

American Association of State Highway and Transportation Officials (AASHTO):

M-198 Standard Specifications for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.

T-99 Standard Method of Test for the Moisture-Density Relations of Soils Using a (2.5kg) Rammer and (305 mm) Drop.

T-191 Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method.

3.0 SUBMITTALS

The following tests or data shall be submitted to the Engineer from the Contractor for approval prior to incorporation into the work:

3.1 Certificates: The Contractor shall furnish certificates from supplier certifying the products conform to the required specifications included herein for the following items:

- 3.1.1. Flexible Plastic Gaskets
- 3.1.2. Precast Manhole Bases
- 3.1.3. Precast Manhole Riser Sections
- 3.1.4. Manhole Steps
- 3.1.5. Manhole Frames and Covers (ASTM A 48)
- 3.1.6. Epoxy Grout

3.2 Catalogue Cuts or Brochures: The Contractor shall also submit catalogue cuts or product brochures providing descriptive data, recommended application and use, and installation procedure for the following items:

- 3.2.1. Manhole Frames and Covers
- 3.2.2. Epoxy Grouts
- 3.2.3. Manhole Steps

4.0 MATERIALS

4.1 Manhole Riser Sections: Manhole riser sections shall be precast reinforced sections conforming to ASTM C 478 and as shown on the Contract Drawings.

4.2 Joints: Joints for precast riser sections shall be concrete pipe type flexible plastic gaskets. Joint material shall be pre-formed conforming the requirements of AASHTO M-198. Installation shall be in accordance with manufacturer's recommendations.

4.3 Concrete Manhole Bases: Concrete manhole bases shall be precast or cast-in-place as follows:

4.3.1 Cast-In-Place Manhole Bases and Box Type Bases (if used): Concrete and reinforcing steel shall conform to the requirements of Technical Specifications - CONCRETE.

4.3.2 Precast Concrete Bases: Precast concrete bases shall conform to the requirements of ASTM 478 with reinforcing steel (size and spacing as indicated on the plans).

4.4 Manhole Steps: Manhole steps shall be plastic coated corrosion resistant with a minimum

design load of 300 pounds and shall be installed as shown on the Contract Drawings.

4.5 Cement Grout: Cement grout shall be high strength, non-metallic conforming to Corps of Engineers CRD-C-588. The grout shall be V-3 by W. R. Meadows, Inc., Masterflow 713 by Master Builders or equal.

4.6 Manhole Frame and Covers: Manhole frame and covers shall conform to ASTM A 48 as well as to the following requirements. All frame and covers shall be new when installed for the project and shall meet AASHTO H-20 loading condition.

4.6.1 Standard Manhole Cover and Frame - shall be as manufactured by Dews Foundry, Jackson Standard, Model DF-25 (7) or Vulcan Foundry, Model V-1115, 420 Pounds, marked "CITY OF HATTIESBURG SEWER", domestic origin, or equal.

4.6.2 Water Tight Manhole Cover and Frame - shall be as manufactured by Vulcan Foundry, Model V2357, or Dews Foundry, Model DF-25(7)W.T., 410 pounds with neoprene gasket, four 5/8 inch stainless steel bolts recessed into cover. Cover labeled "CITY OF HATTIESBURG SEWER", domestic origin, or approved equal.

4.7 Epoxy Grout: Epoxy Grout shall be high strength non-metallic, non-shrinking. The grout shall be as by EMBECO, Inc., SEAL-COAT or approved equal.

4.8 Drop Manholes: Concrete for drop manholes shall conform to the requirements of Technical Specifications - CONCRETE. Pipe and fittings shall be the same material and size as the incoming gravity sewer.

4.9 Flexible Connection: At all sewer connections to manholes, provide gasket flexible watertight connection that allows for differential settlement of the pipe and manhole wall. Bands, clamps and other metal accessories shall be of Series 304 stainless steel.

4.10 All manholes: All manholes shall be lined inside with a twenty (20) mil dry film thickness of an acceptable coal tar epoxy system.

5.0 CONSTRUCTION

5.1 Earthwork

5.1.1 General: Excavation shall be to the extent required to allow proper construction of the manhole. Shoring and sheeting shall be utilized where required by Federal, State and local codes and regulations for safe working conditions. In addition, shoring and sheeting shall be required to protect the integrity of adjacent structures or prevent adverse effects on surrounding areas. Dewatering shall be employed to the extent required to allow dry working conditions.

5.1.2 General Excavation: The Contractor shall "lay back" or employ shoring and sheeting as required to assure stability of the excavation. Material shall be stockpiled so as not to surcharge adjoining pipe trenches. Topsoil shall be separated so as to allow the maximum reuse in grassing operations.

5.1.3 Structural Excavation: The area immediately beneath the manhole bases shall be graded and compacted. Compaction shall be to 96% of maximum laboratory density as determined by AASHTO T 99. Should unsuitable material be encountered, the Engineer may direct that the area be over excavated and filled with stabilization material. Specification for stabilization material and payment for such shall be in accordance with Technical Specifications.

5.1.4 Backfilling: Backfill material shall consist of select backfill in accordance with Technical Specifications. Backfilling shall be uniformly placed around the structure in 10-inch layers and be compacted to 90% of maximum density to full depth in unimproved areas. Backfill in paved areas and within five feet to any edge of pavement shall be compacted to 95% of maximum laboratory density in 6-inch layers to the subgrade line. Refer to Technical Specifications.

5.1.5 Salvage: Manhole frames and covers removed during excavation shall remain the property of the Owner and shall be delivered to a location designated by the Owner. All other items removed shall be disposed of by the CONTRACTOR at his expense.

5.2 Riser Installation: Precast concrete riser sections shall be installed plumb and in accordance with the details shown on the Contract Drawings. Joints shall be installed in accordance with manufacturer's recommendations.

The manhole invert channels shall be formed in the bases, smooth and semi-circular in shape conforming to the inside of the adjacent sewer section. Changes in the direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be formed directly in the concrete of the manhole base. The joint between the base and riser section shall be sealed with epoxy grout. Clean pea gravel shall be used as the epoxy grout filler.

Standard manhole cut-outs and lifting holes shall be sealed with epoxy grout.

5.3 Cast-In-Place Concrete: Bases, flat tops, and drop manhole risers shall be constructed in accordance with Technical specifications - CONCRETE.

5.4 Manhole Steps: Manhole steps shall be installed during the manufacturing of the riser or cone sections. Risers and cones shall be joined so the steps are vertically aligned.

5.5 Manhole Frame and Covers: Manhole frame and covers shall be set and grouted in place

with cement grout. For manholes located in roads or streets, the manhole cover shall be flush with pavement or surface course.

6.0 TESTING

6.1 General: The Contractor shall conduct (and bear the cost of) all testing (Laboratory Approved by the Owner) as directed by the Engineer and furnish results of such tests prior to incorporating the material into the work. All testing is subsidiary to Manhole Payment Items.

6.1.1 Cast-In-Place Concrete Items: The concrete quality testing for manhole bases, drop manholes, and valve boxes shall be tested in accordance with Technical specifications - CONCRETE.

6.1.2 Manhole Risers and Precast Concrete Bases: Manhole risers and precast concrete bases shall be tested for concrete compressive strength. If the place of manufacture is local and reasonably available to the Engineer, Paragraph (a) shall be followed for testing requirements. Should the place of manufacture not be available, Paragraph (b) shall apply.

The contractor shall prepare (in the presence of the Engineer) standard rodded concrete cylinder or cylinders compacted and cured in a similar manner to the manhole sections. Concrete for such cylinders shall be typical fresh concrete mix drawn from the actual casting operation of a riser or base. Cylinders shall be tested in accordance with ASTM C 39. The average compressive strength shall be equal to or greater than the specified design strength (4000 psi). Not more than 10% of the cylinders shall fall below the design strength (4000 psi). In no case shall any cylinder tested fall below 3200 psi. Number of such cylinder tests shall be as follows:

6.1.2.1 One set of cylinders for each day's run castings or

6.1.2.2 One set of cylinders for each 200 linear feet of riser sections manufactured.

6.1.2.3 One set of cylinders per 20 bases or flat tops manufactured.

The Engineer may require additional tests should compressive test results fail.

6.1.3 Earthwork Test: Maximum laboratory density shall be measured in accordance with AASHTO T-99. Field densities shall be determined in accordance with AASHTO T-191 or ASTM D 2992. Standard proctors and field densities shall be performed in accordance with the following schedule.

Standard proctor tests shall be required for earthwork associated with manhole construction. At least two (2) field density tests shall be conducted for earth work associated with each manhole construction.

6.1.4 Inspection for Watertightness: All manholes shall be inspected for watertightness prior to placing into service.

RESTORATION OF ROADS, DRIVEWAYS, FENCES

LAWNS AND OTHER GRASSED AREAS

1.0 GENERAL

The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of this Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:

American Association of State Highway and Transportation Officials (AASHTO).

- T 99 Standard Method of Test for the Moisture Density Relations of Soils Using a 5.5 lg. (2.5 kg) Rammer and a 12-inch (305 mm) Drop.
- T 167 Compressive Strength of Bituminous Mixture
- T 191 Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method
- T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures

American Society for Testing and Materials (ASTM)

- D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

Mississippi Department of Transportation (MDOT)

Standard Specifications for Road and Bridge Construction, Current Edition.

Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3.0 SUBMITTALS

3.1 Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4.0 MATERIALS

4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MDOT Specification Section 301.

4.2 Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 702.

4.3 Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and binder courses, shall consist of a mix in accordance with MDOT Specifications Section 403. Materials shall conform to the following subsection of MDOT Specifications Sections 702 and 703.

A. **Hot Mix Asphalt All Sizes:** Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition

B. **Topsoil:** Topsoil shall be in accordance with Technical Specifications – SEEDING AND SODDING.

C. **Seeding and Sodding:** Seeding and sodding operations shall be in accordance with Technical Specifications - SEEDING AND SODDING.

5.0 CONSTRUCTION

5.1 Maintenance of Traffic: Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the Engineer. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the Engineer). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

Flagmen shall be provided to direct traffic around equipment and for one way movement of

traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.

The Contractor shall at all times (unless otherwise permitted in writing by the Engineer) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours. All traffic shall be maintained in accordance with the MUTCD, current Edition.

5.2 Repair of Asphalt/Concrete Streets/Driveways/Parking Lots:

A. Removal and Earthwork: The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

A. Select Fill: Class 9, Group "C" Modified for a PI of between 5 and 15 as per latest Edition of Mississippi standard specifications for Road and Bridge construction

B. Asphalt Repair: Temporary Asphalt repair shall be made using 3" thickness of 825 crushed stone.

C. Concrete Repair: Concrete repair shall be made using 3,000 psi concrete meeting Technical Specifications - CONCRETE

D. Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MDOT Specification Section 408.

F. Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

G. Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MDOT Specification Section 403.03.

E. Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

5.3 Driveways and Sidewalks: Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph (b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 7 inches and for sidewalks is 4 inches.

Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

5.4 Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph (B) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTO T99.

5.5 Repair to Lawns:

A. General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained.

B. Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - ½ tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

D. Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type (s) of permanent grasses shall be the same as the grass (es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration

work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - ½ tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

Sodding: Sodding shall be in accordance with Technical Specifications: - Seeding and Sodding

5.6 Erosion Control: During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion. During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

5.7 General Grassing of Unimproved Areas

A. General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slopes and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.

B. Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor at no expense to the project, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.

D. Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.

E. Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of an emulsified asphalt or by "crimping" parts of the material into the soil.

5.8 Miscellaneous Items: Items such as fences, gates, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.

5.9 General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6.0 TESTING

6.1 General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.

6.2 Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:

A. Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required. Tests shall be in accordance with AASHTO T 99.

B. Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922.

C. Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING AND SODDING

1.0 DESCRIPTION

This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.

2.0 SUBMITTALS

Certificates for fertilizer, limestone, seed.

3.0 MATERIAL

3.1 Topsoil: Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 nor more than 8.0.

3.2 Lime: Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.

3.3 Fertilizer: Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.

3.4 Seed: Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination and Planting Schedule

Spring and Summer Seeding (March 1 to September 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30

TOTAL 50
Fall and Winter Seeding (September 1 to March 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8

TOTAL 73

Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

3.5 Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacteria that is adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

3.6 Soil for Repairs: For fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.

3.7 Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.

3.8 Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2 ½) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other

grasses, and shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardness when transplanted. The sod shall be in blocks at least 3" x 8", and free from ragged edges.

4.0 INSPECTION AND TESTS

4.1 Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.

4.2 Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5.0. PREPARATION OF GROUND SURFACE

5.1 General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.

5.2 Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.

The topsoil shall be evenly spread on tilled areas to a uniform depth of at least 3 inches after compaction. Spreading shall be performed so that seeding can proceed with a minimum of soil preparation or tilling. After preplanting fertilization is completed, the topsoil shall be compacted by rolling with a cultipacker or by other approved means.

Rehabilitation of the stockpile areas shall include returning the area to near pre-construction conditions, including seeding of the area to re-establish the growth of grass.

5.3 Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.

5.4 Tillage: After the areas required to be treated have been brought to the grades shown, the

soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6.0 APPLICATION OF FERTILIZER AND LIMESTONE

6.1 Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.2 Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking , harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.3 Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.

6.4 Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7.0 PLANTING SEED

7.1 General : A satisfactory method of sowing shall be employed, using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to insure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been effected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.

7.2 Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving

at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.

7.3 Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.

7.4 Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.

Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.

The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked, to their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.

Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod, and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.

Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.

8.0 MAINTENANCE

Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.

9.0 ESTABLISHMENT OF GROWTH

9.1 General : The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

9.2 Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.

9.3 Refertilizing: The Contractor will determine areas needing refertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified herein before shall be provided.

9.4 Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

CONCRETE

1.0 GENERAL

- A. This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals and performing all forms of work; furnishing and placing reinforcement, inserts and anchors; mixing, placing, curbing, and furnishing of portland cement concrete.
- B. The work includes, but is not necessarily limited to manholes, pumping stations, lift stations, driveways, and minor concrete work.

2.0 APPLICABLE DOCUMENTS

The following publications form a part of this Specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publication referenced shall apply to the work.

A. American Society for Testing and Materials (ASTM):

- A 615 Billet Steel for Concrete Reinforcement
- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field
- C 33 Concrete Aggregates
- C-39 Compressive Strength of Molded Concrete Cylinders
- C 143 Slump of Portland Cement Concrete
- C 150 Portland Cement

B. Mississippi Department of Transportation (MDOT):

Standard Specifications for Road and Bridge Construction, Latest Edition.

3.0 SUBMITTALS:

The following data shall be submitted to the Engineer for review prior to incorporation into the work:

- A. Letter from the manufacturer certifying the concrete mix conforms to the requirements for Class B concrete as defined in Section 804 of the MDOT Standard Specifications for Road and Bridge Construction.

B. Letter of certificate from the manufacturer certifying that the reinforcing steel conforms to the herein specified requirements.

4.0 MATERIALS:

A. General: The concrete shall be ready-mix concrete manufactured by a plant for delivery to the site of the work in a plastic state. The Contractor may batch the concrete at the work site by use of portable mixers providing the following requirements are met:

1. Facilities shall be provided to properly weight, proportion and control the components of the concrete mix.

2. The mixer(s) shall be of such capacity so as to allow the complete placement of the plastic concrete mix prior to the initial set of any portion of the particular concrete pour.

B. Concrete Mix: The concrete materials and mix design, shall conform to the requirements for Class B concrete Section 804, MDOT Standard Specifications for Road and Bridge Construction. The compressive strength of the concrete shall be a minimum of 3000 psi at 28 days, or earlier. Type I Portland Cement shall be used in the mix, except where otherwise specified or permitted. Prior to producing any concrete for cast-in-place construction on the project, the Contractor shall submit to the Engineer the proposed mix design and shall obtain Engineer's approval of the mix design.

C. Reinforcing Steel - shall be new stock, deformed bars conforming to ASTM A 615, Grade 40 or Grade 60.

D. Curing Material - shall consist of wetted burlap, wetted cotton mats, plastic sheeting, or an approved liquid membrane material which will satisfactorily keep the new concrete in a moist condition for at least seven (7) days.

5.0 CONSTRUCTION:

A. Weather Limitations: Concrete shall be placed when the atmospheric temperature is a Minimum of thirty-five (35) degrees F. and rising. Newly placed concrete shall be protected from cold temperatures for at least four (4) days at a temperature of not less than forty (40) degrees F.

B. Forms: Forms shall be securely anchored in place and properly aligned. Wood forms shall be oiled prior to placement of fresh concrete mix.

C. Reinforcement: Reinforcing bars shall be securely mounted by the use of chairs or other approved methods so as to not become displaced during placement of concrete mix. The positioning of reinforcing by working the bars into the newly placed concrete mix shall not be allowed.

D. Placement: The plastic concrete mix shall be worked (and vibrated if required) into the formwork. The mix shall be consolidated so as to remove all voids and finished to form a true and level surface.

E. Curing: The hardened concrete shall be kept moist by the use of curing materials for a minimum of seven (7) days.

F. Slump Requirements: The following slump requirement shall apply:
Class B Concrete 2-4 Inches

G. Chamfered Corners: All exposed corners shall be chamfered one (1) inch or as indicated.

H. Finish:

1. All surfaces shall be "floated" to provide a uniform and level surface. Defects (honeycombs, ties, etc.) shall be repaired. No rubbing shall be required.

2. Sidewalks, driveways and other surfaces subject to pedestrian traffic shall be floated as noted in paragraph 1 above and shall receive a "broom" finish.

6.0 TESTING

The following test shall be required:

A. Slump: The Contractor shall test the concrete mix for conformance to the slump requirements as required. Test shall be in accordance with ASTM C 143.

B. Compressive Strength: The Contractor shall sample the concrete mix and prepare test cylinders for conformance to the compressive strength requirements. The Contractor shall transport the cylinders to the testing laboratory (employed by the Contractor) and have the cylinders tested in accordance with ASTM C 31 and C 39. The results of such test shall be forwarded to the Engineer. Test shall be performed at the following schedule.

One test per 15 cubic yards or major fraction thereof. A minimum of one test for each day of mixing shall be performed.

DUCTILE IRON WATER SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of these Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).
- A 252 Welded and Seamless steel pipe piles.
- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Concrete Aggregates
- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.
- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.
- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.
- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

- C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.
- C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction, Latest Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as Specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

4.0 MATERIALS

WATER SYSTEM:

A. Ductile Iron Pipe: Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C 151/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 Laying condition with a depth of cover as required per plans.

Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.

All non-restrained pipe shall be furnished with push-on type joints such as "Fastite", or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.

Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.

Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.

All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

B. Gate Valves: Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.

All gate valves shall be cast iron mechanical joint, M.J., Mueller A-2380-20, equivalent or better.

All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.

Valve boxes shall be cast iron top and bottom. Extension pieces shall be provided as required.

All valves will be set at a perfect 90 degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.

The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

C. Fittings, Valves and Hydrants, Etc.: All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.

All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.

The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A/21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal-Improved Mechanical Joint Gasket or approved equal.

Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.

D. Plugs and Caps: Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting

(tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "dead end" lines are installed, the ends of such lines shall be plugged or capped as required.

For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve, or approved equal, shall be required. The CONTRACTOR shall furnish all materials for these various taps.

E. Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch.

F. Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1" sieve.

G. Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table)

H. Meter: Water meter shall be Badger "Radio Read" and all fittings shall be Ford brand consistent with current City Standards.

I. Polyethylene Pipe: Shall be in accordance with AWWA C906, ASTM D3035, PE4710, C200 (DR11), with ductile iron outside diameter (DIOD)

J. Fittings for Polyethylene Pipe: Shall be in accordance with AWWA C906, AWWA D3035, molded and manufactured to comply with ASTM F714. AWWA C906, AWWA M55, ASTM D3261 for butt fusion fittings ANSI Class 150 or as necessary to provide minimum pressure rating.

K. Joints and Jointing Materials

a. Mechanical Joint: DIOD Mechanical joint adapter and gaskets for mechanical joints for joint connections between pipe and metal fittings, valves, and other accessories, AWWA C111/A21.11.

b. Butt Fusion: Jointing is to comply with ASTM D2657, Butt Fusion. No offset in alignment between adjacent pipe joints of fittings is permitted.

SIZE NO. 467

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 1/2"	95 - 100
3/4"	35 - 70
3/8"	10 - 30
No. 4	0 - 5

H. Select Backfill: General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.

Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2), sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.

The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
Number 40	40 - 85
Number 60	30 - 70
Number 270	8 - 30
Silt (.05 to .005 mm)	3 - 15
Clay (Passing .005 mm)	3 - 15

I. Backfill: All other backfill shall consist of excavated material removed from the trench.

5.0 CONSTRUCTION:

Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas and Excavation, Trenching and Backfilling.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall

install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the sub-grade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the sub-grade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the sub-grade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density

as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to insure the pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

a. Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS AND OTHER GRASSED AREAS AND EXCAVATION, TRENCHING AND BACKFILLING.

b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND

OTHER GRASSED AREAS AND EXCAVATION, TRENCHING AND BACKFILLING.

F. PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

G. PIPE LAYING: Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth, or other substance will enter the pipe or fittings. The minimum depth of water mains shall be 30 inches below finished grade to the top of the water main.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

H. PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space. When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

I. BORINGS: Borings shall be accomplished in accordance with Mississippi Department of Transportation Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

1. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.

2. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

3. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.

4. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

J. Separation of Water and Sewer Mains:

1. Water mains shall be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line shall be a minimum of 18 inches from the top of the sewer line.

K. INCIDENTAL CONCRETE:

1. GENERAL: The following specifications shall apply to any and all items of incidental work with Portland Cement with or without reinforcement, including such items as concrete piers to support cast iron pipe above ground, erosion control bulkheads or structures, cradles and encasement, blocking and the like.

All concrete used in the construction of this project shall comply with the requirements herein specified for its particular class and kind.

2. MATERIALS: All materials used in this work shall consist of (a) Portland Cement, (b) Sand, (c) Gravel, and (d) Clean Water.

(a) The cement used shall be domestic manufacture, either "Standard" or "high Early Strength" Portland Cement, which shall meet all the requirements of the current A.S.T.M. Specifications for the type used at the time it is incorporated in the work.

(b) The fine aggregate shall consist of clean, sharp sand, well graded from coarse to fine, consisting of hard, durable particles, free from coarse to fine, consisting of hard, durable particles, free from silt, salt or organic matter. It shall meet all the requirements of the ASTM

Specifications C33, Paragraph 1, 2 and 3, and ASTM C-40.

(c) The coarse aggregate used shall consist of clean washed gravel, free from particles of wood or lumps of clay. Not more than 10% shall pass the No. 4 sieve, and it shall conform with the requirements of ASTM Specifications C33, Paragraph 5 to 8 inclusive.

(d) The water used for mixing concrete shall be clear, free from oil, salt, strong acid, alkali organic matter, and shall be approved by the Engineer.

(e) Reinforcing steel shall conform to the requirements of the "Standard Specifications for Billet-Steel Concrete Reinforcing Bars" of intermediate grade (Serial Designation: A 15-39) or the Standard Specifications for Rail-Steel Concrete Reinforcement Bars (Serial Designation; A-16-35) of the American Society for Testing Materials.

3. CONSTRUCTION METHODS:

All concrete materials shall be as handled and stored that they will not become damaged after delivery at the site. The cement shall be thoroughly protected from the weather, and the sand and gravel, shall be so stored that they will not become intermixed, and so as to prevent the admixture with either of any foreign materials. Reinforcing steel shall be so stored that it will not come in contact with the ground, shall be protected from the weather, and shall be clean and free from rust when incorporated in the work.

Concrete materials shall be mixed in the proportions and in a manner that will produce concrete of the class and strength specified to its use.

Unless indicated otherwise, all concrete shall be Class A which shall have a crushing strength of not less than 3,000 pounds per square inch at 28 days, as determined by the Standard Methods for testing concrete materials.

Class B concrete, which shall have a crushing strength of not less than 2,500 pounds per square inch at 28 days, and shall be used for erosion control bulkheads and blocking pipelines at bends to prevent blowing off under pressure.

Class C concrete, which shall have a crushing strength of not less than 2,000 pounds per square inch at 28 days, shall be used for cradles and encasement and may be used for backfill below grade.

After concrete has been properly mixed, it shall be deposited in the forms in reasonably uniform layers and in such manner as to prevent segregation of the aggregates. It shall be thoroughly spaded or puddled while being placed to insure maximum density and prevent honey-combing.

No concrete shall be deposited when the air temperature is less than 40 degrees F. No material shall be deposited on a frozen sub-grade, nor shall any frozen moisture or material be incorporated into the mixture.

No concrete shall be placed in water, nor shall water be permitted to rise on it or to run over it within a period of 24 hours after it has been placed.

Unsatisfactory concrete, resulting from failure to observe the above requirements or otherwise, shall be removed and replaced as directed by the Engineer.

4. COMPENSATION:

Payment for all concrete, except as may be elsewhere herein provided, shall be included in the prices bid for the construction units with which it is placed and no separate or extra compensation will be allowed directly therefore.

6.0 TESTING

DUCTILE IRON PIPE:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

STEEL CASING PIPE: Material test shall be included as part of the submittal. No other material test shall be required.

COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T191 and ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99.

CONTRACTOR shall establish a compaction method or pattern which results in the proper density for the material utilized in the backfill operation. CONTRACTOR shall verify the compaction method by testing each lift for density in the first run of pipe to be laid. Upon satisfactory performance and approval of the ENGINEER the established compaction method shall be used for compaction of each lift of similar material.

The CONTRACTOR shall provide additional density testing to verify the compaction effort; twice in random locations as selected by the ENGINEER every 1,500 linear feet of pipe, if there is a change in material, or if in the sole opinion of the ENGINEER the compaction effort is not yielding the proper results.

(Number of Compaction Tests)

AASHTO T-99 2922	AASHTO T-191 or ASTM D	
Select Backfill Material OR Stabilization Material	1	One per 100 CY
Bedding Material	2	One per 600 LF
Tamped Backfill	2	One per 600 LF

HYDROSTATIC TESTING:

The completed system shall be tested as herein stated. The pipe shall be filled with water and all air exhausted. Each section shall be tested under a hydrostatic pressure of 150 pounds per square inch and shall not show leakage exceeding 10 gallons per inch of diameter per mile of pipe per 24 hours when so tested. Whatever shall be measured into a container and refilled to the pre-test level. The pressure shall be maintained for 4 hours by pumping as necessary, and if the pipe has been backfilled, a 24-hour test is required.

All visible leaks at exposed joints and all leaks evident on the surface where joints are covered shall be repaired, and leakage eliminated, regardless of total leakage shown by the tests. Lines which fail to meet tests shall be removed, if necessary, or repaired and retested until compliance with these test requirements is affected.

These tests are to be made at the Contractor's expense, and he is to provide all necessary fittings, equipment, appliances, and any other necessary items to conduct the tests in a manner satisfactory to the Engineer. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

CLEANING AND DISINFECTION:

Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be disinfected by pumping into and through them as solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

At least two (2) samples of chlorine free water, taken from each section shall be submitted to the

State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.

All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department or a representative of the water systems certified as an operator by the Mississippi Department of Health.

The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

EXISTING DRINKING WATER FACILITIES

The Contractor is required to keep existing drinking water facilities in operation during construction. Should the Contractor require that existing facilities be taken out of operation, a plan to provide for alternative service shall be reviewed and approved in advance by the Health Department and shall be adhered to during construction.

FIRE HYDRANT

1.0 General

Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision, and shall be M & H or approved equal. Fire hydrants shall be of the compression type with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 4-1/2", 5-1/4", or 6-1/4" in diameter. Fire hydrant shall be of a dry barrel, dry top design. The main valve on the hydrant shall remain closed should the hydrant nozzle section be broken off by a traffic accident. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other, as specified.

2.0 Rating

Fire hydrants shall be rated at 150 psi water working pressure, tested at 300 pounds hydrostatic for structural soundness in the following manner: 300 pounds hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat; second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing is to be completed in accordance with AWWA C-502.

3.0 End Configurations

Hydrants shall be connected to the main by a 4", 6", or 8" mechanical joint, flange shoe, A.C., or hub shoe. Mechanical joint shoes, A.C., and hub shoes shall be fitted with strapping lugs.

4.0 Design

- 4.1 The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate and drain valve mechanism and bottom plate. The bottom stem threads of the main valve rod shall be fitted with a cast iron cap nut (epoxy coated, optional) suitable for sealing the threads from the water. Drain valves shall be faced with rubber.
- 4.2 Changes in size or shape of the waterway shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than one hundred twenty percent (120%) of that of the net opening of the main valve.
- 4.3 Hose and steamer nozzles shall be threaded and screwed into the nozzle section and then pinned to prevent turning.
- 4.4 The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and moveable parts of the drain valve. Further, the hydrants shall be of the type that can be extended without excavating. Hydrants shall be so designed that, in the event of accident or breaking of the hydrant above or near grade level, the main valve will remain closed. The main

valve rod shall be made in two parts and fitted with breakable feature at the ground line flange.

- 4.5** The ground line connection between nozzle section and the barrel shall incorporate the use of eight (8) breakable bolts. This connection shall be so designed that the nozzle section can be rotated in increments of forty-five (45) degrees. The ground line connection between the barrel and nozzle section shall be gasketed to provide a seal.
- 4.6** The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
- 4.7** The operating thread shall be grease lubricated at the factory. Access shall be provided to field lubricate the operating mechanism.
- 4.8** The operating thread shall be sealed from water at all items when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double “O” ring seal plate.
- 4.9** The bonnet shall be weather proof.
- 4.10** The operating nut shall be of bronze and a self-lubricating, anti-friction thrust bearing shall be provided to reduce operating torque.
- 4.11** Hydrants shall be of the dry type and hydrant shoe shall have two positive acting non-corrodible drain valves that shall drain the hydrant completely by opening when the main valve is closed and close tightly in accordance with AWWA C-500 requirements when the valve is open. The main valve assembly shall be seated in the hydrant (with a bronze-to-bronze interface as an option) to facilitate removal of the main valve should maintenance be required. The nozzle section shall consist of two 2” hose nozzles to the specified thread designation (NST or other, as specified) and one pumper nozzle 4-1/2” in diameter to the specified thread designation (NST or other, as specified) or other combination of nozzle outlets including independent hose gate valves as specified.
- 4.12** Two “O” ring seals shall be utilized where the main hydrant rod passes through the seal plate.
- 4.13** Hydrant standpipe shall be ductile or cast iron and single piece for all bury depths.
- 4.14** All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.
- 4.15** Hydrant shall open by turning to the left.

- 4.16** Threads or hose and streamer nozzles shall be national standard unless otherwise specified.
- 4.17** Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.
- 4.18** The inside of all hydrants shall be coated in accordance with AWWA standards and federal specification TT-C-494A or equal except for bronze and machined surfaces. Exterior of hydrant shall be painted fire hydrant yellow (or as specified). (The wetted surface of the hydrant shoe shall be epoxy coated to prevent corrosion of the waterway, optional.)

5.0 **Markings**

Hydrant shall be marked with the name of the manufacturer, size of valve opening, and the year of manufacture, all in accordance with AWWA C-502.

Sewer/Water Utility – Trace Wire Specification

1.0 General

All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked. THHN is prohibited from use in the tracer wire system.

All trace wire, test stations and accessories shall be supplied by a single manufacturer and domestically made in the USA.

All tracer wire and accessories shall be installed per plan details and per manufacturers recommended installation methods. All wire and connectors shall be rated for direct bury applications.

2.0 Materials

Copper Clad Steel (CCS) Trace Wire

Open Trench – 12 Gauge Copper Clad Steel with a Break Load of 452 pounds

Directional Drilling - 12 Gauge Copper Clad Steel with a Break Load of 1,150 pounds

Connectors

2-Way Splice Connector with Strain Relief

3-Way Connector

Termination/Access/Test Stations

Non-Roadway: Equal to Copperhead LD14TP

Concrete / Driveway: Equal to Copperhead CD14TP

Roadway: Equal to Copperhead RB14TP

Fire Hydrant: Equal to Copperhead T2-FLPKG

Grounding

Magnesium Anode: Equal to Copperhead ANO-12

3.0 Testing

All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.

This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project. Continuity testing in lieu of actual line tracing shall not be accepted.

4.0 Connectors

All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector.

Connectors shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure.

Non-locking friction fit, twist on or taped connectors are prohibited.

5.0 Termination/Access/Test Stations

All trace wire termination points must utilize an approved tracer wire access box, specifically manufactured for this purpose or as detailed on the plans

All grade level/in-ground access boxes shall be appropriately identified with “sewer” or “water” cast into the cap and be color coded (blue – water / green – sewer).

Test stations at dead ends shall be two-terminal.

Test stations in between dead ends shall be single terminal.

A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.

Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.

Hydrants – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange.

6.0 Grounding

Trace wire must be properly grounded at all dead ends/stubs.

Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode specifically manufactured for this purpose, and buried at the same elevation as the utility. Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

7.0 Sanitary Sewer System

A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.

Lay mainline trace wire continuously, by-passing around the outside of manholes/structures on the North or East side.

Trace wire on all sanitary service laterals must terminate at the cleanout and located directly above the service lateral at the edge of road right of way as detailed in the plans.

8.0 Water System

A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.

Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.

Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.

Above-ground tracer wire access boxes will be installed on all fire hydrants.

All conductive and non-conductive service lines shall include tracer wire.

9.0 Installation

Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.

Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.

Trace wire on all service laterals/stubs must terminate directly above the utility, at the edge of the road right-of-way, but out of the roadway.

At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire.

Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.

All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral 3-way connector, installed without cutting/splicing the mainline trace wire.

In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors, and shall be properly grounded at the splice location as specified.

Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.

Above-ground tracer wire access boxes will be installed on all fire hydrants.

All conductive and non-conductive service lines shall include tracer wire.

Conditions for Compliance with 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

A portion of the funding for the Work, as fully described (for reference) in **Attachment A, Project Name, Scope of Work and Project Timeline and Requirements**, has been made available to the City of Hattiesburg through the Mississippi Municipality & County Water Infrastructure (“MCWI”) Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

The Parties acknowledge that the above Contract Agreement (the “Contract”) is subject to the provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Notwithstanding anything contained in the Contract, CONTRACTOR agrees to comply with all applicable provisions of 2 C.F.R. § 200 et seq., as amended. As set forth in the Contract, to the extent any of the provision contained herein are in conflict with the Contract Documents, these provisions shall control. Further, the CONTRACTOR acknowledges and agrees to comply with **Attachment B, Subaward Terms and Conditions for Contracted Parties**.

A. Period of Performance

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**.

B. Termination

The Contract may be terminated as follows:

(1) Termination For Convenience. The OWNER may, when the interests of the OWNER so require, terminate Contract in whole or in part, for the convenience of the OWNER. OWNER shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

(2) Termination For Default. If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, OWNER may notify CONTRACTOR in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by OWNER, OWNER may terminate the CONTRACTOR’S right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by the OWNER, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the OWNER has an interest.

(3) Termination Upon Bankruptcy. This Agreement may be terminated in whole or in part by OWNER upon written notice to the CONTRACTOR, if the CONTRACTOR should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the CONTRACTOR of an assignment for the benefit of its creditors. In the event of such termination, the CONTRACTOR shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Contract, but in no case shall said compensation exceed the total Contract Price.

C. Equal Employment Opportunity.

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONTRACTORS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

D. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No CONTRACTOR or Subcontractors contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The U.S. Department of Treasury shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. Clean Air Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Mississippi Department of Environmental Quality or the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

F. Federal Water Pollution Control Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Mississippi Department of Environmental Quality or the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

G. Federal Restrictions on Lobbying.

CONTRACTOR shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, the CONTRACTOR may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. CONTRACTOR shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in **Exhibit A** (Lobbying Certifications).

H. Procurement of Recovered Materials

(1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

I. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Contracts and purchase orders for work or products under this award.

J. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) Prohibitions.

- (i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (ii) Unless an exception in paragraph (3) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (iii) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iv) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (v) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (vi) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (3) Exceptions.
- (i) This clause does not prohibit CONTRACTORS from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (ii) By necessary implication and regulation, the prohibitions also do not apply to:
 - (1) Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (4) Reporting requirement.
- (i) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or

subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (ii) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (iii) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

K. Contracting with Small and Minority Businesses, Women's Businesses Enterprises, and Labor Surplus Area Firms

If the CONTRACTOR engages subcontractors to perform work under the Contract, CONTRACTOR shall place qualified small and minority businesses and women's business enterprises on solicitation lists used in the procurement; solicit small and minority business and women's business enterprises; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Exhibit A: Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of CONTRACTOR'S Authorized Official

Name and Title of CONTRACTOR'S Authorized Official

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

MLK Water and Sewer

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

Scope of work for this Project is replacement of existing reinforced concrete sewer mains and manholes with new concrete manholes and PVC sewer mains, the replacement of undersized potable water mains with appropriately sized water mains, and the connection of dead-end lines to the looped water system.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. Within 15 days of execution of this Agreement, advertise each construction contract for bids, if not already advertised;
- d. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

- e. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- f. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- g. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- h. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- k. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- l. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

**ATTACHMENT B
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES**

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The CONTRACTOR certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, CONTRACTOR agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of

their employees and officers, and the Department's Contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The CONTRACTOR acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the OWNER and the construction CONTRACTOR(s), engineer(s), attorney(s), equipment supplier(s), CONTRACTOR(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The OWNER and CONTRACTOR also acknowledge and agree that any benefit to vendors contracting with the OWNER or CONTRACTOR arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the OWNER.

Upon execution of any contract between the OWNER and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The OWNER and CONTRACTOR shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the OWNER and any other party. The OWNER, CONTRACTOR and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the OWNER and any other party. The OWNER and the CONTRACTOR acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the OWNER and the CONTRACTOR or any other parties.

5. ACCESS TO RECORDS

Provided CONTRACTOR is given reasonable advance written notice and such inspection is made during normal business hours of CONTRACTOR, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of CONTRACTOR'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by CONTRACTOR for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Work is commenced before the end of the ten (10) year

period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

CONTRACTOR is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

- A. CONTRACTOR has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to the Work is commenced before CONTRACTOR provides the records and corresponding certification to MDEQ, in which case, CONTRACTOR shall retain the records until all issues arising out of the action are finally resolved; and
- C. CONTRACTOR provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The CONTRACTOR shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. CONTRACTOR shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, CONTRACTOR shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the

performance of his services hereunder. The CONTRACTOR further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The CONTRACTOR agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the CONTRACTOR agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

68902810.v2



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, August 22, 2023
Re: Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 569-2-SW-5.6.
File Number: 2023-547
Minute Book #

Summary

Adopt resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 569-2-SW-5.6.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 22, 2023 City Council meeting for consideration.

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG,
MISSISSIPPI OBLIGATING ARPA FUNDS FOR THE IRENE CHAPEL DRAINAGE
IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT BY AND BETWEEN THE CITY AND THE
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR GRANT
FUNDS UNDER THE MISSISSIPPI MUNICIPALITY AND COUNTY WATER
INFRASTRUCTURE GRANT PROGRAM; AUTHORIZING PROCUREMENT FOR
SAME; AND FOR RELATED PURPOSES**

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, “ARPA”), allotted approximately \$350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi (“City”) has received a total of \$12,875,821 from ARPA (“Funds”); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ’s and related guidance, as amended from time to time (“Guidance”), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, the Final Rule expressly permits the Funds to be used for a broad range of investments in Clean Water Act infrastructure, including projects to “improve access to clean drinking water and improve wastewater and stormwater infrastructure systems,” which may be funded under the “water, sewer, and broadband eligible use category,” 87 Fed. Reg. 4338, 4409 (January 27, 2022); and

WHEREAS, FAQ No. 6.12 specifies that eligible stormwater projects include a “wide range of culvert repair, resizing, and removal replacement of storm sewers, and additional types of stormwater infrastructure,” FAQs (as of April 10, 2023), # 6.12 at p. 42; and

WHEREAS, the Project, as defined below, is eligible under ARPA and its Guidance as it is channel improvements, new stormwater conveyances, and other related appurtenances in the vicinity of Dixie Pine Road, McCall Street and Rouse Street as a necessary investment in Clean Water Act infrastructure; and

WHEREAS, the Mississippi Senate Bill 2822 (2022 Regular Session) provided funding and parameters for a program, which funding is derived from the State of Mississippi’s ARPA allocation, and will provide matching funds on a one-to-one basis to eligible counties and municipalities for making necessary investments in water, wastewater, and stormwater infrastructure known as the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program; and

WHEREAS, the Mississippi Department of Environmental Quality (“MDEQ”) developed regulations, FAQ’s, and related guidance for the MCWI program (the “MCWI Guidance”); and

WHEREAS, the MCWI Guidance defines eligible applicants to include any Mississippi municipality that has been awarded ARPA funds that will direct funds towards necessary investments in infrastructure including projects that are eligible for the Environmental Protection

Agency's Clean Water State Revolving Fund Program, the Drinking Water State Revolving Fund Program, and certain storm water infrastructure projects, all as eligible under the Guidance; and

WHEREAS, on September 6, 2022, the Mayor and City Council ("Governing Body") of the City of Hattiesburg, Mississippi ("City") adopted a "Resolution of the Mayor and City Council of Hattiesburg, Mississippi Authorizing the Submittal of Application to the Mississippi Municipal and County Water Infrastructure ("MCWI") Grant Program and Designating its Authorized Representatives to Execute the Application";

WHEREAS, the City was subsequently awarded funding under the MCWI program for the Irene Chapel Drainage Improvements ("Project"), pursuant to the Subaward Agreement, MDEQ Agreement No. 569-2-SW-5.6 ("Agreement") in the amount of \$566,256.25, attached hereto as **Exhibit A**;

WHEREAS, in addition to the \$566,256.25 awarded to the City under the MCWI program for the Project, the City desires to allocate \$894,684.25 of its Funds for construction of the Project, which includes the amount of \$566,256.25 as its match for the MCWI funds awarded by MDEQ and an additional amount of \$328,428.00 of the City's Funds for excess costs and contingencies, all under the "water, sewer, and broadband eligible use category" or as the provision of government services under the loss revenue category, as allowed by the Guidance; and

WHEREAS, the City now desires to enter into the Agreement and to authorize procurement for the Project in accordance with the Agreement, the Guidance and state and federal law.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. That the Mayor is hereby authorized to execute the Agreement, attached as Exhibit A, and the Agreement is incorporated in full herein.
2. That the City shall comply with all terms, conditions and requirements in the Agreement.
3. That, in addition the funds received under the Agreement, the City shall obligate its ARPA Funds in the amount of \$894,684.25 for the Project under the "water, sewer, and broadband eligible use category" or as the provision of government services under the loss revenue category.
4. That the City is directed to proceed with procurement for the Project in accordance with Agreement, the Guidance and state and federal law.
5. That, upon procurement of the Project, the further proceedings and action will be held by the Governing Body to award a contractor for the Project and enter into a construction contract regarding the same.

Following the reading of the foregoing Resolution, Councilperson _____ made the motion and Councilperson _____ seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the 22nd day of August, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ day of _____, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A
MCWI SUBRECIPIENT AGREEMENT

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 569-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Irene Chapel Drainage Improvements” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$ 1,460,940.50**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$566,256.25**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$566,256.25**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$328,428.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$58,437.62**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Hundred Sixty-Six Thousand Two Hundred Fifty-Six Dollars and Twenty-Five Cents (\$566,256.25)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructue.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF HATTIESBURG

Mayor Toby Barker
Signature of Authorized Representative

Toby Barker
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Irene Chapel Drainage Improvements

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project will consist of channel improvements, new stormwater conveyances, and other related appurtenances in the vicinity of Dixie Pine Road, McCall Street, and Rouse Road.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about June 24, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about July 24, 2024, advertise each construction contract for bids;
- d. On or about August 22, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, August 22, 2023
Re: Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 568-2-SW-5.6.
File Number: 2023-548
Minute Book #

Summary

Adopt resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 568-2-SW-5.6.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 22, 2023 City Council meeting for consideration.

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG,
MISSISSIPPI OBLIGATING ARPA FUNDS FOR THE UNIFIED NEIGHBORHOOD
INFRASTRUCTURE IMPROVEMENTS PROJECT; AUTHORIZING THE
EXECUTION OF A SUBRECIPIENT AGREEMENT BY AND BETWEEN THE CITY
AND THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR
GRANT FUNDS UNDER THE MISSISSIPPI MUNICIPALITY AND COUNTY WATER
INFRASTRUCTURE GRANT PROGRAM; AUTHORIZING PROCUREMENT FOR
SAME; AND FOR RELATED PURPOSES**

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, “ARPA”), allotted approximately \$350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi (“City”) has received a total of \$12,875,821 from ARPA (“Funds”); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ’s and related guidance, as amended from time to time (“Guidance”), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, the Final Rule expressly permits the Funds to be used for a broad range of investments in Clean Water Act infrastructure, including projects to “improve access to clean drinking water and improve wastewater and stormwater infrastructure systems,” which may be funded under the “water, sewer, and broadband eligible use category,” 87 Fed. Reg. 4338, 4409 (January 27, 2022); and

WHEREAS, FAQ No. 6.12 specifies that eligible stormwater projects include a “wide range of culvert repair, resizing, and removal replacement of storm sewers, and additional types of stormwater infrastructure,” FAQs (as of April 10, 2023), # 6.12 at p. 42; and

WHEREAS, the Project, as defined below, is eligible under ARPA and its Guidance as it will consist of the rehabilitation of storm sewer pipes along Penton Street, Magnolia Avenue and Cedar Street in the City in combination with upgrades along Magnolia Avenue and Cedar Street to stormwater, drinking water and sewer infrastructure, all as a necessary investment in Clean Water Act infrastructure; and

WHEREAS, the Mississippi Senate Bill 2822 (2022 Regular Session) provided funding and parameters for a program, which funding is derived from the State of Mississippi’s ARPA allocation, and will provide matching funds on a one-to-one basis to eligible counties and municipalities for making necessary investments in water, wastewater, and stormwater infrastructure known as the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program; and

WHEREAS, the Mississippi Department of Environmental Quality (“MDEQ”) developed regulations, FAQ’s, and related guidance for the MCWI program (the “MCWI Guidance”); and

WHEREAS, the MCWI Guidance defines eligible applicants to include any Mississippi municipality that has been awarded ARPA funds that will direct funds towards necessary investments in infrastructure including projects that are eligible for the Environmental Protection

Agency's Clean Water State Revolving Fund Program, the Drinking Water State Revolving Fund Program, and certain storm water infrastructure projects, all as eligible under the Guidance; and

WHEREAS, on September 6, 2022, the Mayor and City Council ("Governing Body") of the City of Hattiesburg, Mississippi ("City") adopted a "Resolution of the Mayor and City Council of Hattiesburg, Mississippi Authorizing the Submittal of Application to the Mississippi Municipal and County Water Infrastructure ("MCWI") Grant Program and Designating its Authorized Representatives to Execute the Application";

WHEREAS, the City was subsequently awarded funding under the MCWI program for the Unified Neighborhood Infrastructure Improvements ("Project"), pursuant to the Subaward Agreement, MDEQ Agreement No. 568-2-SW-5.6 ("Agreement") in the amount of \$546,000.00, attached hereto as **Exhibit A**;

WHEREAS, in addition to the \$546,000.00 awarded to the City under the MCWI program for the Project, the City desires to allocate \$862,680.00 of its Funds for construction of the Project, which includes the amount of \$546,000.00 as its match for the MCWI funds awarded by MDEQ and an additional amount of \$316,680.00 of the City's Funds for excess costs and contingencies, all under the "water, sewer, and broadband eligible use category" or as the provision of government services under the loss revenue category, as allowed by the Guidance; and

WHEREAS, the City now desires to enter into the Agreement and to authorize procurement for the Project in accordance with the Agreement, the Guidance and state and federal law.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. That the Mayor is hereby authorized to execute the Agreement, attached as Exhibit A, and the Agreement is incorporated in full herein.
2. That the City shall comply with all terms, conditions and requirements in the Agreement.
3. That, in addition the funds received under the Agreement, the City shall obligate its ARPA Funds in the amount of \$862,680.00 for the Project under the "water, sewer, and broadband eligible use category" or as the provision of government services under the loss revenue category.
4. That the City is directed to proceed with procurement for the Project in accordance with Agreement, the Guidance and state and federal law.
5. That, upon procurement of the Project, further proceedings and action will be held by the Governing Body to award a contractor for the Project and enter into a construction contract regarding the same.

Following the reading of the foregoing Resolution, Councilperson _____ made the motion and Councilperson _____ seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the 22nd day of August, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ day of _____, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A
MCWI SUBRECIPIENT AGREEMENT

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 568-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Unified Neighborhood Infrastructure Improvements” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$ 1,408,680.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$546,000.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$546,000.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$316,680.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$ 56,347.20**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Hundred Forty-Six Thousand Dollars and Zero Cents (\$546,000.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF HATTIESBURG

Mayor Toby Barker
Signature of Authorized Representative

Toby Barker
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Unified Neighborhood Infrastructure Improvements

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project will consist of the rehabilitation of storm sewer pipes along Penton Street, Magnolia Avenue, and Cedar Street in the City of Hattiesburg. The Project will also consist of upgrades along Magnolia Avenue and Cedar Street to the stormwater, drinking water, and sewer infrastructure.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about March 5, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about March 14, 2024, advertise each construction contract for bids;
- d. On or about April 28, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, August 22, 2023
Re: Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program project # 566-2-SW-5.6
File Number: 2023-549
Minute Book #

Summary

Adopt resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program project # 566-2-SW-5.6

Recommendation Statement

I recommend approval of this item.

Please place this on the August 22, 2023 City Council meeting for consideration.

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG,
MISSISSIPPI OBLIGATING ARPA FUNDS FOR THE W. 7TH STREET
INFRASTRUCTURE IMPROVEMENTS PROJECT; AUTHORIZING THE
EXECUTION OF A SUBRECIPIENT AGREEMENT BY AND BETWEEN THE CITY
AND THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR
GRANT FUNDS UNDER THE MISSISSIPPI MUNICIPALITY AND COUNTY WATER
INFRASTRUCTURE GRANT PROGRAM; AUTHORIZING PROCUREMENT FOR
SAME; AND FOR RELATED PURPOSES**

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, “ARPA”), allotted approximately \$350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi (“City”) has received a total of \$12,875,821 from ARPA (“Funds”); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ’s and related guidance, as amended from time to time (“Guidance”), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, the Final Rule expressly permits the Funds to be used for a broad range of investments in Clean Water Act infrastructure, including projects to “improve access to clean drinking water and improve wastewater and stormwater infrastructure systems,” which may be funded under the “water, sewer, and broadband eligible use category,” 87 Fed. Reg. 4338, 4409 (January 27, 2022); and

WHEREAS, FAQ No. 6.12 specifies that eligible stormwater projects include a “wide range of culvert repair, resizing, and removal replacement of storm sewers, and additional types of stormwater infrastructure,” FAQs (as of April 10, 2023), # 6.12 at p. 42; and

WHEREAS, the Project, as defined below, is eligible under ARPA and its Guidance as it will consist of the installation of surface drain inlets, improved existing stormwater conveyances, and replacement of existing sewer mains and manholes along W. 7th Street and Eupora Street, all as a necessary investment in Clean Water Act infrastructure; and

WHEREAS, the Mississippi Senate Bill 2822 (2022 Regular Session) provided funding and parameters for a program, which funding is derived from the State of Mississippi’s ARPA allocation, and will provide matching funds on a one-to-one basis to eligible counties and municipalities for making necessary investments in water, wastewater, and stormwater infrastructure known as the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program; and

WHEREAS, the Mississippi Department of Environmental Quality (“MDEQ”) developed regulations, FAQ’s, and related guidance for the MCWI program (the “MCWI Guidance”); and

WHEREAS, the MCWI Guidance defines eligible applicants to include any Mississippi municipality that has been awarded ARPA funds that will direct funds towards necessary investments in infrastructure including projects that are eligible for the Environmental Protection

Agency's Clean Water State Revolving Fund Program, the Drinking Water State Revolving Fund Program, and certain storm water infrastructure projects, all as eligible under the Guidance; and

WHEREAS, on September 6, 2022, the Mayor and City Council ("Governing Body") of the City of Hattiesburg, Mississippi ("City") adopted a "Resolution of the Mayor and City Council of Hattiesburg, Mississippi Authorizing the Submittal of Application to the Mississippi Municipal and County Water Infrastructure ("MCWI") Grant Program and Designating its Authorized Representatives to Execute the Application";

WHEREAS, the City was subsequently awarded funding under the MCWI program for the W. 7th Street Infrastructure Improvements Project ("Project"), pursuant to the Subaward Agreement, MDEQ Agreement No. 566-2-SW-5.6 ("Agreement") in the amount of \$1,310,625.00, attached hereto as **Exhibit A**;

WHEREAS, in addition to the \$1,310,625.00 awarded to the City under the MCWI program for the Project, the City desires to allocate \$1,638,250.00 of its Funds for construction of the Project, which includes the amount of \$1,310,625.00 as its match for the MCWI funds awarded by MDEQ and an additional amount of \$327,626.00 of the City's Funds for excess costs and contingencies, all under the "water, sewer, and broadband eligible use category" or as the provision of government services under the loss revenue category, as allowed by the Guidance; and

WHEREAS, the City now desires to enter into the Agreement and to authorize procurement for the Project in accordance with the Agreement, the Guidance and state and federal law.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. That the Mayor is hereby authorized to execute the Agreement, attached as Exhibit A, and the Agreement is incorporated in full herein.
2. That the City shall comply with all terms, conditions and requirements in the Agreement.
3. That, in addition the funds received under the Agreement, the City shall obligate its ARPA Funds in the amount of \$1,638,250.00 for the Project under the "water, sewer, and broadband eligible use category" or as the provision of government services under the loss revenue category.
4. That the City is directed to proceed with procurement for the Project in accordance with Agreement, the Guidance and state and federal law.
5. That, upon procurement of the Project, further proceedings and action will be held by the Governing Body to award a contractor for the Project and enter into a construction contract regarding the same.

Following the reading of the foregoing Resolution, Councilperson _____ made the motion and Councilperson _____ seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the 22nd day of August, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ day of _____, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A
MCWI SUBRECIPIENT AGREEMENT

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 566-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “W. 7th Street Infrastructure Improvements Project” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$2,948,876.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,310,625.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,310,625.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$327,626.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$117,955.04**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Three Hundred Ten Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$1,310,625.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not

be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10)

year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable.

In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change

any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to

the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. COUNTERPARTS

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

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF HATTIESBURG

Mayor Toby Barker
Signature of Authorized Representative

Toby Barker
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

W. 7th Street Infrastructure Improvements Project

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project will install surface drain inlets, improved existing stormwater conveyances, and replace existing sewer mains and manholes along W. 7th Street and Eupora Street.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about August 21, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about September 21, 2023, advertise each construction contract for bids if not already advertised;
- d. On or about October 19, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, August 22, 2023
Re: Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 567-2-SW-5.6.
File Number: 2023-551
Minute Book #

Summary

Adopt resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 567-2-SW-5.6.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 22, 2023 City Council meeting for consideration.

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG,
MISSISSIPPI OBLIGATING ARPA FUNDS FOR THE GORDON’S CREEK
DRAINAGE IMPROVEMENTS PHASE I; AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT BY AND BETWEEN THE CITY AND THE
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR GRANT
FUNDS UNDER THE MISSISSIPPI MUNICIPALITY AND COUNTY WATER
INFRASTRUCTURE GRANT PROGRAM; AUTHORIZING PROCUREMENT FOR
SAME; AND FOR RELATED PURPOSES**

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, “ARPA”), allotted approximately \$350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi (“City”) has received a total of \$12,875,821 from ARPA (“Funds”); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ’s and related guidance, as amended from time to time (“Guidance”), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, the Final Rule expressly permits the Funds to be used for a broad range of investments in Clean Water Act infrastructure, including projects to “improve access to clean drinking water and improve wastewater and stormwater infrastructure systems,” which may be funded under the “water, sewer, and broadband eligible use category,” 87 Fed. Reg. 4338, 4409 (January 27, 2022); and

WHEREAS, FAQ No. 6.12 specifies that eligible stormwater projects include a “wide range of culvert repair, resizing, and removal replacement of storm sewers, and additional types of stormwater infrastructure,” FAQs (as of April 10, 2023), # 6.12 at p. 42; and

WHEREAS, the Project, as defined below, is eligible under ARPA and its Guidance as it will consist of the replacement of part of a steel sheet pile retaining wall which serves as the east bank of Gordon’s Creek, as a necessary investment in Clean Water Act infrastructure; and

WHEREAS, the Mississippi Senate Bill 2822 (2022 Regular Session) provided funding and parameters for a program, which funding is derived from the State of Mississippi’s ARPA allocation, and will provide matching funds on a one-to-one basis to eligible counties and municipalities for making necessary investments in water, wastewater, and stormwater infrastructure known as the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program; and

WHEREAS, the Mississippi Department of Environmental Quality (“MDEQ”) developed regulations, FAQ’s, and related guidance for the MCWI program (the “MCWI Guidance”); and

WHEREAS, the MCWI Guidance defines eligible applicants to include any Mississippi municipality that has been awarded ARPA funds that will direct funds towards necessary investments in infrastructure including projects that are eligible for the Environmental Protection Agency’s Clean Water State Revolving Fund Program, the Drinking Water State Revolving Fund Program, and certain storm water infrastructure projects, all as eligible under the Guidance; and

WHEREAS, on September 6, 2022, the Mayor and City Council (“Governing Body”) of the City of Hattiesburg, Mississippi (“City”) adopted a “Resolution of the Mayor and City Council of Hattiesburg, Mississippi Authorizing the Submittal of Application to the Mississippi Municipal and County Water Infrastructure (“MCWI”) Grant Program and Designating its Authorized Representatives to Execute the Application”;

WHEREAS, the City was subsequently awarded funding under the MCWI program for the Gordon’s Creek Drainage Improvements Phase I (“Project”), pursuant to the Subaward Agreement, MDEQ Agreement No. 567-2-SW-5.6 (“Agreement”) in the amount of \$515,232.00, attached hereto as **Exhibit A**;

WHEREAS, in addition to the \$515,232.00 awarded to the City under the MCWI program for the Project, the City desires to allocate \$807,196.00 of its Funds for construction of the Project, which includes the amount of \$515,232.00 as its match for the MCWI funds awarded by MDEQ and an additional amount of \$291,964.00 of the City’s Funds for excess costs and contingencies, all under the “water, sewer, and broadband eligible use category” or as the provision of government services under the loss revenue category, as allowed by the Guidance; and

WHEREAS, the City now desires to enter into the Agreement and to authorize procurement for the Project in accordance with the Agreement, the Guidance and state and federal law.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. That the Mayor is hereby authorized to execute the Agreement, attached as Exhibit A, and the Agreement is incorporated in full herein.
2. That the City shall comply with all terms, conditions and requirements in the Agreement.
3. That, in addition the funds received under the Agreement, the City shall obligate its ARPA Funds in the amount of \$807,196.00 for the Project under the “water, sewer, and broadband eligible use category” or as the provision of government services under the loss revenue category.
4. That the City is directed to proceed with procurement for the Project in accordance with Agreement, the Guidance and state and federal law.
5. That, upon procurement of the Project, further proceedings and action will be held by the Governing Body to award a contractor for the Project and enter into a construction contract regarding the same.

Following the reading of the foregoing Resolution, Councilperson _____ made the motion and Councilperson _____ seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____

Councilperson Carter Carroll
Councilperson Dave Ware
Councilperson Nicholas Brown

voted: ____
voted: ____
voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the 22nd day of August, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the __ day of _____, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

MCWI SUBRECIPIENT AGREEMENT

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 567-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Gordon's Creek Drainage Improvements Phase I” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$ 1,322,428.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$515,232.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$515,232.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$291,964.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$ 52,897.12**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Hundred Fifteen Thousand Two Hundred Thirty-Two Dollars and Zero Cents (\$515,232.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF HATTIESBURG

Mayor Toby Barker
Signature of Authorized Representative

Toby Barker
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Gordon's Creek Drainage Improvements Phase I

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project consists of replacement of part of a steel sheet pile retaining wall, which serves as the east bank of Gordon's Creek.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about October 31, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about November 30, 2023, advertise each construction contract for bids;

- d. On or about December 28, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, August 22, 2023
Re: Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project #589-2-SW-5.6.
File Number: 2023-552
Minute Book #

Summary

Adopt resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project #589-2-SW-5.6.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 22, 2023 City Council meeting for consideration.

**PRESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG,
MISSISSIPPI OBLIGATING ARPA FUNDS FOR THE LINCOLN ROAD
STORMWATER RETENTION FACILITY; AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT BY AND BETWEEN THE CITY AND THE
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR GRANT
FUNDS UNDER THE MISSISSIPPI MUNICIPALITY AND COUNTY WATER
INFRASTRUCTURE GRANT PROGRAM; AUTHORIZING PROCUREMENT FOR
SAME; AND FOR RELATED PURPOSES**

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, “ARPA”), allotted approximately \$350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi (“City”) has received a total of \$12,875,821 from ARPA (“Funds”); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ’s and related guidance, as amended from time to time (“Guidance”), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, the Final Rule expressly permits the Funds to be used for a broad range of investments in Clean Water Act infrastructure, including projects to “improve access to clean drinking water and improve wastewater and stormwater infrastructure systems,” which may be funded under the “water, sewer, and broadband eligible use category,” 87 Fed. Reg. 4338, 4409 (January 27, 2022); and

WHEREAS, FAQ No. 6.12 specifies that eligible stormwater projects include a “wide range of culvert repair, resizing, and removal replacement of storm sewers, and additional types of stormwater infrastructure,” FAQs (as of April 10, 2023), # 6.12 at p. 42; and

WHEREAS, the Project, as defined below, is eligible under ARPA and its Guidance as it will consist of the construction of a 15-acre detention pond near the intersection of Lincoln Road and S. 28th Avenue in addition to drainage improvements to the tributary between Sangria Drive and S. 34th Avenue, as a necessary investment in Clean Water Act infrastructure; and

WHEREAS, the Mississippi Senate Bill 2822 (2022 Regular Session) provided funding and parameters for a program, which funding is derived from the State of Mississippi’s ARPA allocation, and will provide matching funds on a one-to-one basis to eligible counties and municipalities for making necessary investments in water, wastewater, and stormwater infrastructure known as the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program; and

WHEREAS, the Mississippi Department of Environmental Quality (“MDEQ”) developed regulations, FAQ’s, and related guidance for the MCWI program (the “MCWI Guidance”); and

WHEREAS, the MCWI Guidance defines eligible applicants to include any Mississippi municipality that has been awarded ARPA funds that will direct funds towards necessary investments in infrastructure including projects that are eligible for the Environmental Protection

Agency's Clean Water State Revolving Fund Program, the Drinking Water State Revolving Fund Program, and certain storm water infrastructure projects, all as eligible under the Guidance; and

WHEREAS, on September 6, 2022, the Mayor and City Council ("Governing Body") of the City of Hattiesburg, Mississippi ("City") adopted a "Resolution of the Mayor and City Council of Hattiesburg, Mississippi Authorizing the Submittal of Application to the Mississippi Municipal and County Water Infrastructure ("MCWI") Grant Program and Designating its Authorized Representatives to Execute the Application";

WHEREAS, the City was subsequently awarded funding under the MCWI program for the Lincoln Road Stormwater Retention Facility ("Project"), pursuant to the Subaward Agreement, MDEQ Agreement No. 589-2-SW-5.6 ("Agreement") in the amount of \$3,175,000.00, attached hereto as **Exhibit A**;

WHEREAS, in addition to the \$3,175,000.00 awarded to the City under the MCWI program for the Project, the City desires to allocate \$4,987,500.00 of its Funds for construction of the Project, which includes the amount of \$3,175,000.00 as its match for the MCWI funds awarded by MDEQ and an additional amount of \$1,812,500.00 of the City's Funds for excess costs and contingencies, all under the "water, sewer, and broadband eligible use category" or as the provision of government services under the loss revenue category, as allowed by the Guidance; and

WHEREAS, the City now desires to enter into the Agreement and to authorize procurement for the Project in accordance with the Agreement, the Guidance and state and federal law.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. That the Mayor is hereby authorized to execute the Agreement, attached as Exhibit A, and the Agreement is incorporated in full herein.
2. That the City shall comply with all terms, conditions and requirements in the Agreement.
3. That, in addition the funds received under the Agreement, the City shall obligate its ARPA Funds in the amount of \$4,987,500.00 for the Project under the "water, sewer, and broadband eligible use category" or as the provision of government services under the loss revenue category.
4. That the City is directed to proceed with procurement for the Project in accordance with Agreement, the Guidance and state and federal law.
5. That, upon procurement of the Project, further proceedings and action will be held by the Governing Body to award a contractor for the Project and enter into a construction contract regarding the same.

Following the reading of the foregoing Resolution, Councilperson _____ made the motion and Councilperson _____ seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the 22nd day of August, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ day of _____, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A
MCWI SUBRECIPIENT AGREEMENT

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 589-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Lincoln Road Stormwater Retention Facility” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$8,162,500.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$3,175,000.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$3,175,000.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$1,812,500.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$326,500.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Three Million One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$3,175,000.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructue.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF HATTIESBURG

Mayor Toby Barker
Signature of Authorized Representative

Toby Barker
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Lincoln Road Stormwater Retention Facility

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project consists of the construction of a 15-acre detention pond near the intersection of Lincoln Road and S. 28th Ave. Additionally, the Project will include drainage improvements to the tributary between Sangria Drive and S. 34th Avenue.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about June 4, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about June 27, 2024, advertise each construction contract for bids;
- d. On or about July 24, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, August 22, 2023
Re: Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project #438-1-SW-5.6.
File Number: 2023-553
Minute Book #

Summary

Adopt resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project #438-1-SW-5.6.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 22, 2023 City Council meeting for consideration.

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG,
MISSISSIPPI OBLIGATING ARPA FUNDS FOR THE 7TH STREET AND 25TH
DRAINAGE PROJECT; AUTHORIZING THE EXECUTION OF A SUBRECIPIENT
AGREEMENT BY AND BETWEEN THE CITY AND THE MISSISSIPPI
DEPARTMENT OF ENVIRONMENTAL QUALITY FOR GRANT FUNDS UNDER
THE MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE
GRANT PROGRAM; AUTHORIZING PROCUREMENT FOR SAME; AND FOR
RELATED PURPOSES**

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, “ARPA”), allotted approximately \$350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi (“City”) has received a total of \$12,875,821 from ARPA (“Funds”); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ’s and related guidance, as amended from time to time (“Guidance”), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, the Final Rule expressly permits the Funds to be used for a broad range of investments in Clean Water Act infrastructure, including projects to “improve access to clean drinking water and improve wastewater and stormwater infrastructure systems,” which may be funded under the “water, sewer, and broadband eligible use category,” 87 Fed. Reg. 4338, 4409 (January 27, 2022); and

WHEREAS, FAQ No. 6.12 specifies that eligible stormwater projects include a “wide range of culvert repair, resizing, and removal replacement of storm sewers, and additional types of stormwater infrastructure,” FAQs (as of April 10, 2023), # 6.12 at p. 42; and

WHEREAS, the Project, as defined below, is eligible under ARPA and its Guidance as it will consist of the rehabilitation of the storm water system of 7th Avenue, construction of a retention basin on 7th Avenue near the intersection of 25th Avenue, and the upgrade of a storm water conveyance near Grace Avenue, as a necessary investment in Clean Water Act infrastructure; and

WHEREAS, the Mississippi Senate Bill 2822 (2022 Regular Session) provided funding and parameters for a program, which funding is derived from the State of Mississippi’s ARPA allocation, and will provide matching funds on a one-to-one basis to eligible counties and municipalities for making necessary investments in water, wastewater, and stormwater infrastructure known as the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program; and

WHEREAS, the Mississippi Department of Environmental Quality (“MDEQ”) developed regulations, FAQ’s, and related guidance for the MCWI program (the “MCWI Guidance”); and

WHEREAS, the MCWI Guidance defines eligible applicants to include any Mississippi municipality that has been awarded ARPA funds that will direct funds towards necessary investments in infrastructure including projects that are eligible for the Environmental Protection

Agency's Clean Water State Revolving Fund Program, the Drinking Water State Revolving Fund Program, and certain storm water infrastructure projects, all as eligible under the Guidance; and

WHEREAS, on September 6, 2022, the Mayor and City Council ("Governing Body") of the City of Hattiesburg, Mississippi ("City") adopted a "Resolution of the Mayor and City Council of Hattiesburg, Mississippi Authorizing the Submittal of Application to the Mississippi Municipal and County Water Infrastructure ("MCWI") Grant Program and Designating its Authorized Representatives to Execute the Application";

WHEREAS, the City was subsequently awarded funding under the MCWI program for the 7th Street and 25th Drainage Project ("Project"), pursuant to the Subaward Agreement, MDEQ Agreement No. 438-1-SW-5.6 ("Agreement") in the amount of \$1,635,500.00, attached hereto as **Exhibit A**;

WHEREAS, in addition to the \$3,175,000.00 awarded to the City under the MCWI program for the Project, the City desires to allocate \$2,548,000.00 of its Funds for construction of the Project, which includes the amount of \$1,635,500.00 as its match for the MCWI funds awarded by MDEQ and an additional amount of \$948,500.00 of the City's Funds for excess costs and contingencies, all under the "water, sewer, and broadband eligible use category" or as the provision of government services under the loss revenue category, as allowed by the Guidance; and

WHEREAS, the City now desires to enter into the Agreement and to authorize procurement for the Project in accordance with the Agreement, the Guidance and state and federal law.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. That the Mayor is hereby authorized to execute the Agreement, attached as Exhibit A, and the Agreement is incorporated in full herein.
2. That the City shall comply with all terms, conditions and requirements in the Agreement.
3. That, in addition the funds received under the Agreement, the City shall obligate its ARPA Funds in the amount of \$2,548,000.00 for the Project under the "water, sewer, and broadband eligible use category" or as the provision of government services under the loss revenue category.
4. That the City is directed to proceed with procurement for the Project in accordance with Agreement, the Guidance and state and federal law.
5. That, upon procurement of the Project, further proceedings and action will be held by the Governing Body to award a contractor for the Project and enter into a construction contract regarding the same.

Following the reading of the foregoing Resolution, Councilperson _____ made the motion and Councilperson _____ seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the 22nd day of August, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ day of _____, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A
MCWI SUBRECIPIENT AGREEMENT

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 438-1-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “7th St. and 25th Drainage” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$4,219,500.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,635,500.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,635,500.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$948,500.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$168,780.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Six Hundred Thirty-Five Thousand Five Hundred Dollars and Zero Cents (\$1,635,500.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to

the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF HATTIESBURG

Mayor Toby Barker
Signature of Authorized Representative

Toby Barker
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

7th St. and 25th Drainage

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The scope of work for the Project is the rehabilitation of the storm water system on 7th Avenue, construction of a retention basin on 7th Avenue near the intersection of 25th Avenue, and the upgrade of a storm water conveyance near Grace Avenue.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about December 18, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about January 18, 2024, advertise each construction contract for bids;
- d. On or about February 15, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, August 22, 2023
Re: Adopt a Resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 565-2-SW-5.6.
File Number: 2023-550
Minute Book #

Summary

Adopt resolution obligating ARPA funds and authorize the execution of a subrecipient agreement by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure grant program for project # 565-2-SW-5.6.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 22, 2023 City Council meeting for consideration.

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG,
MISSISSIPPI OBLIGATING ARPA FUNDS FOR THE S. 40TH AVENUE DRAINAGE
IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT BY AND BETWEEN THE CITY AND THE
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOR GRANT
FUNDS UNDER THE MISSISSIPPI MUNICIPALITY AND COUNTY WATER
INFRASTRUCTURE GRANT PROGRAM; AUTHORIZING PROCUREMENT FOR
SAME; AND FOR RELATED PURPOSES**

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, “ARPA”), allotted approximately \$350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi (“City”) has received a total of \$12,875,821 from ARPA (“Funds”); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ’s and related guidance, as amended from time to time (“Guidance”), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, the Final Rule expressly permits the Funds to be used for a broad range of investments in Clean Water Act infrastructure, including projects to “improve access to clean drinking water and improve wastewater and stormwater infrastructure systems,” which may be funded under the “water, sewer, and broadband eligible use category,” 87 Fed. Reg. 4338, 4409 (January 27, 2022); and

WHEREAS, FAQ No. 6.12 specifies that eligible stormwater projects include a “wide range of culvert repair, resizing, and removal replacement of storm sewers, and additional types of stormwater infrastructure,” FAQs (as of April 10, 2023), # 6.12 at p. 42; and

WHEREAS, the Project, as defined below, is eligible under ARPA and its Guidance as it will consist of drainage improvements in the area of S. 40th Avenue to include the construction or replacement of new drainage pipes and structures, construction of or improvements to drainage channels, raising the elevation of the roadway, and reconfigurations of existing storm drainage infrastructure, all as a necessary investment in Clean Water Act infrastructure; and

WHEREAS, the Mississippi Senate Bill 2822 (2022 Regular Session) provided funding and parameters for a program, which funding is derived from the State of Mississippi’s ARPA allocation, and will provide matching funds on a one-to-one basis to eligible counties and municipalities for making necessary investments in water, wastewater, and stormwater infrastructure known as the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program; and

WHEREAS, the Mississippi Department of Environmental Quality (“MDEQ”) developed regulations, FAQ’s, and related guidance for the MCWI program (the “MCWI Guidance”); and

WHEREAS, the MCWI Guidance defines eligible applicants to include any Mississippi municipality that has been awarded ARPA funds that will direct funds towards necessary investments in infrastructure including projects that are eligible for the Environmental Protection

Agency's Clean Water State Revolving Fund Program, the Drinking Water State Revolving Fund Program, and certain storm water infrastructure projects, all as eligible under the Guidance; and

WHEREAS, on September 6, 2022, the Mayor and City Council ("Governing Body") of the City of Hattiesburg, Mississippi ("City") adopted a "Resolution of the Mayor and City Council of Hattiesburg, Mississippi Authorizing the Submittal of Application to the Mississippi Municipal and County Water Infrastructure ("MCWI") Grant Program and Designating its Authorized Representatives to Execute the Application";

WHEREAS, the City was subsequently awarded funding under the MCWI program for the S. 40th Avenue Drainage Improvements Project ("Project"), pursuant to the Subaward Agreement, MDEQ Agreement No. 565-2-SW-5.6 ("Agreement") in the amount of \$635,625.00, attached hereto as **Exhibit A**;

WHEREAS, in addition to the \$635,625.00 awarded to the City under the MCWI program for the Project, the City desires to allocate \$980,288.00 of its Funds for construction of the Project, which includes the amount of \$635,625.00 as its match for the MCWI funds awarded by MDEQ and an additional amount of \$344,663.00 of the City's Funds for excess costs and contingencies, all under the "water, sewer, and broadband eligible use category" or as the provision of government services under the loss revenue category, as allowed by the Guidance; and

WHEREAS, the City now desires to enter into the Agreement and to authorize procurement for the Project in accordance with the Agreement, the Guidance and state and federal law.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. That the Mayor is hereby authorized to execute the Agreement, attached as Exhibit A, and the Agreement is incorporated in full herein.
2. That the City shall comply with all terms, conditions and requirements in the Agreement.
3. That, in addition the funds received under the Agreement, the City shall obligate its ARPA Funds in the amount of \$980,288.00 for the Project under the "water, sewer, and broadband eligible use category" or as the provision of government services under the loss revenue category.
4. That the City is directed to proceed with procurement for the Project in accordance with Agreement, the Guidance and state and federal law.
5. That, upon procurement of the Project, further proceedings and action will be held by the Governing Body to award a contractor for the Project and enter into a construction contract regarding the same.

Following the reading of the foregoing Resolution, Councilperson _____ made the motion and Councilperson _____ seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the 22nd day of August, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ day of _____, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A
MCWI SUBRECIPIENT AGREEMENT

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 565-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “S. 40th Avenue Drainage Improvements” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s existing infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$1,615,913.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$635,625.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$635,625.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$344,663.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$64,636.52**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Six Hundred Thirty-Five Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$635,625.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF HATTIESBURG

Mayor Toby Barker
Signature of Authorized Representative

Toby Barker
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

S. 40th Avenue Drainage Improvements

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project is drainage improvements in the area of S. 40th Avenue to include construction or replacement of new drainage pipes and structures, construction of or improvements to drainage channels, raising the elevation of the roadway, and reconfiguration of existing storm drainage infrastructure.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about May 27, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about June 27, 2024, advertise each construction contract for bids;
- d. On or about July 25, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Adam Moore, Grants Coordinator
cc:
Date: Tuesday, August 22, 2023
Re: Adopt a Resolution authorizing application for the Mississippi State Department of Health FY2024 State Victim Services Grant Program for a total of \$49,491.00 with NO match required and authorize the Mayor to execute the same.
File Number: 2023-555
Minute Book #

Summary

MSDH FY2024 State Victim Services Grant Program

Recommendation Statement

I recommend adoption of a Resolution authorizing application for the Mississippi State Department of Health FY2024 Victim Services Grant Program for a total of \$49,491.00 with NO match required and authorize the Mayor to execute the same.

Please return executed copy via email to Adam Moore by 8/24/2023.

Please place this on the August 22, 2023 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg, Mississippi, works to provide services to victims of domestic abuse, stalking, and other violent acts; and

WHEREAS, the City of Hattiesburg desires to submit an application for the Mississippi State Department of Health, Office Against Interpersonal Violence, Fiscal Year 2024 State Victim Services Grant Program; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of Hattiesburg be authorized to apply for and accept grant funding, and that he be authorized to act as a representative of the City in this matter and to execute all necessary forms and documents on behalf of the City.

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 roll call vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 22nd day of August, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 22nd day of August, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



**MISSISSIPPI STATE
DEPARTMENT OF HEALTH**

**OFFICE AGAINST
INTERPERSONAL VIOLENCE**

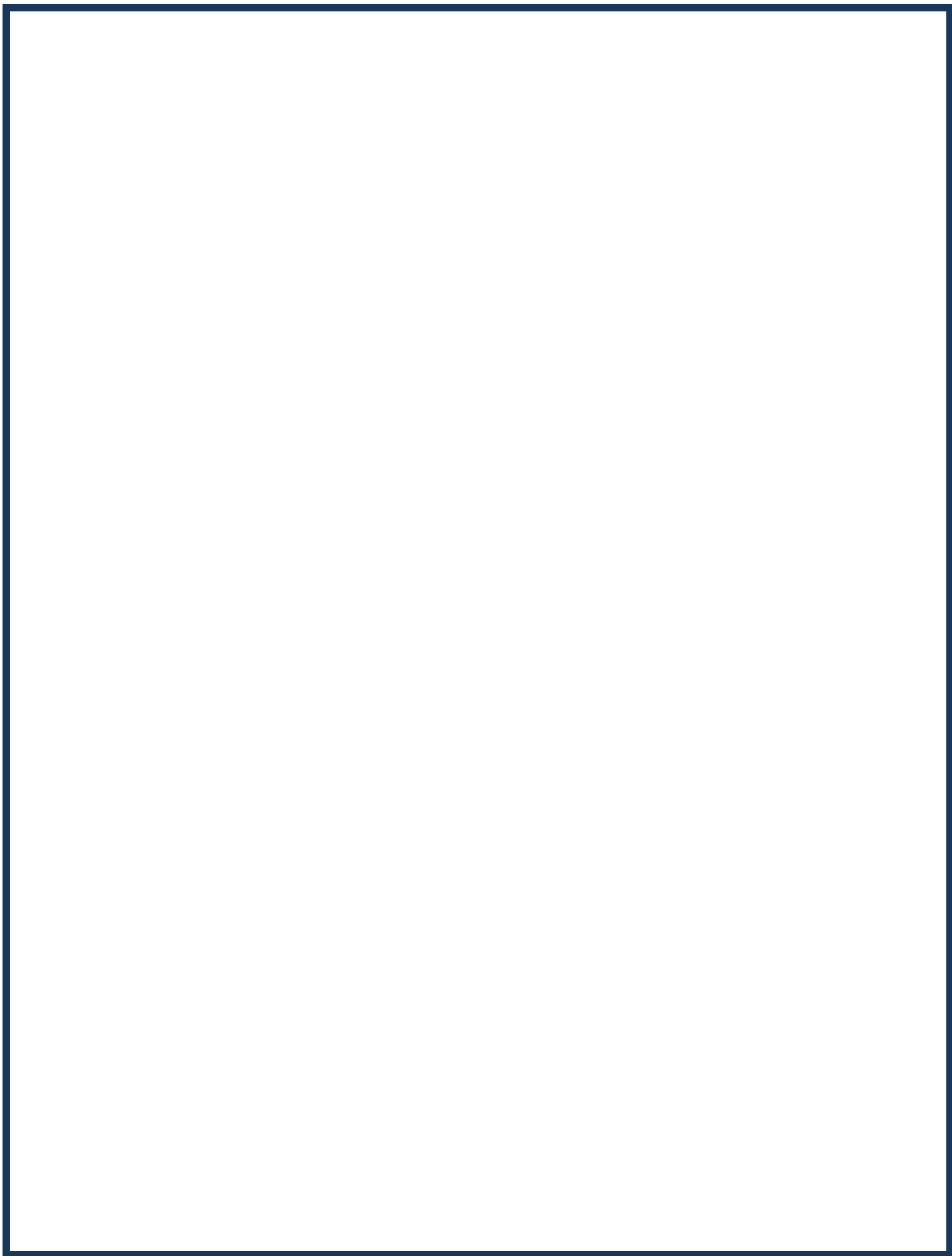
**REQUEST FOR PROPOSALS
SFY 2024**

State Victim Services Grant Program

**August 11, 2023
Release of RFP**

September 8, 2023 – 5:00 pm (CST)

Response Deadline



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***SEE ALL MANDATORY TEMPLATES AND HELPFUL INFORMATION ON THE SAME SITE AS THE RFP/APPLICATION (UNDER THE RFP at <http://HealthyMS.com/rfp>)**

INTRODUCTION

State Administering Agency- SAA

The Office Against Interpersonal Violence (OAIV) of the Mississippi State Department of Health (MSDH) is pleased to provide this Request for Proposals (RFP) for the State Victim Services Grant Program to support victims of interpersonal violence and other crimes. Public and private direct service providers are eligible to apply for funds available through the State Victim Services funds.

Applicants must submit one proposal for each eligible organization. Funds will be allocated in accordance with state requirements and the intended uses of the grant program for a one-year period from July 1, 2023 through June 30, 2024. The RFP includes instructions for grant submission, grant specific guidelines and budget requirements, as well as the evaluation criteria for applications. ***This is a competitive review process. Please read all sections of the RFP and all accompanying documents carefully. There have been some changes. All mandatory templates are considered part of the RFP.***

The full application, with the mandatory templates and other information, can be found on the MSDH website at the following link: <http://HealthyMS.com/rfp>.

RFP Timeline Dates

Announcement of Funding Opportunity	August 11, 2023
Applicant Pre-Submission Webinar	August 7, 2023
Application Due	September 8, 2023 <i>by 5:00 pm (CST)</i>
Notice of Award or Denial	September 29, 2023
Implementation Date	July 1, 2023

Award Period:

Projects selected for funding must begin on or after July 1, 2023 and end on or before June 30, 2024. Projects may not exceed a 12-month project period. For this 2024 RFP, submit a one-year budget and a one-year work plan.

APPLICANT ELIGIBILITY REQUIREMENTS

System for Award Management (SAM) Registration: All applicants are required to register with System for Award Management (SAM) and submit proof of current registration with the application. SAM is a federally owned and operated free website that consolidates the capabilities of various federal registration sites, and it will be used to populate the information needed to report subgrant information. You must request a UEI through SAM.gov before starting your entity registration. Registration can be done at <https://sam.gov/SAM/>. Any organization intending to apply should review this resource as soon as possible, as the registration process may take some time.

- Unique Entity Identifier (UEI): All applicants must obtain and report a UEI number. A UEI number is obtained through Sam.gov and is a unique twelve-character identification number that is assigned for FREE to all businesses required to register with the US Federal government for contracts or grants. A UEI number is required to apply for OAIV grants. For more information and/or to obtain a UEI number go to the following website: <http://sam.gov/content/home>. Any organization intending to apply should review this resource as soon as possible, as obtaining a UEI (if you do not already have a DUNS number and a SAM registration) number will take approximately 10 business days.
- No Charge to Victims: Victims of violence must not be charged for any related services. In the event that services normally available through other funding sources (inclusive of insurance) are provided to a victim of violence, entities can seek reimbursement from those sources. Decisions regarding payment are left to those funding entities.
- Confidentiality: A program serving victims of violence shall require persons employed by or volunteering services to the program to maintain the confidentiality of any information that would identify individuals served by the program.
- Voluntary Services: All services must be provided to victims on a voluntary basis. Victims shall not be required or mandated to participate in any activity as a condition of receiving services. Direct services are to be provided regardless of a victim's participation in the criminal justice process. Victim eligibility for direct services is not dependent on the victim's citizenship and/or immigration status.
- Non-Profit Agencies: All non-profit recipients of funding must make their financial statements available online (either on the sub-recipient's or another publicly available website). Recipient organizations that have Federal 501(c)(3) tax status are deemed in compliance with this requirement, with no further action needed, to the extent that such organizations file IRS Form 990 or similar tax documents (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- Compliance with Regulatory Agencies: All applicants should ensure that its operations are following any applicable state or local regulatory provisions, including, but not limited to, zoning and

land use regulations, permitting or inspection requirements, criminal history or other background checks, or certification and licensure requirements.

- Compliance with Victim Services Standards: Any organization funded must comply with minimum standards for victim services recognized by OAIV. Nothing in this section requires membership in any organization.
- Good Standing: No organization that has had an award through OAIV terminated for cause during the immediate past two (2) years will be eligible to apply, unless sufficient justification is submitted to OAIV which, in the sole discretion of OAIV, supports the award of funding. The organization will be in good standing with the MS Secretary of State's office (MS SOS), as well as their licensing and/or certifying entities.

SUBMISSION OF APPLICATION

All applications for the SFY 2024 funding cycle will be completed and submitted through Smart Sheet. Smart Sheet will automatically date and time stamp all submissions. This will be the official submission time and date stamp utilized by OAIV. Instructions for the preparation of the application are found within this RFP. Applications will be deemed late at 5:01pm (CST) September 8, 2023. Late and incomplete applications will be classified as nonresponsive and will not be reviewed or funded. **Applicants should begin their application process as early as possible and not wait until the deadline.**

APPLICATION DUE DATE

Applications will only be accepted via Smart Sheet

Deadline to submit applications is:

September 8, 2023

5:00 PM (CST)

Link to submission:

<https://app.smartsheet.com/b/form/1141da6098a645b58f47ebc362300dad>

Extensions will not be allowed. Please note that your organization will receive a formal Notice of Award or a Notice of Denial letter by September 29, 2023.

Once your application is submitted in Smart Sheet, entities will not be able to revise the application or any supporting/required documentation for that submission. The applicant may submit another complete application if they find something has been overlooked and it is by 5:00 September 8, 2023. Applicants will be evaluated based on their last complete submission (*A complete submission is one that has all the mandatory components, follows all of the instructions in the RFP and if the submission contains more than one line in Smart Sheet, its attachments are submitted within 30 minutes of each other*). As a result, please be sure to submit an application that is responsive to this RFP and has been thoroughly reviewed internally prior to submission.

APPLICANT INFORMATION

Authority and Purpose

Pursuant to Mississippi Code § 41-3-15(b)(ii), the Mississippi State Department of Health (MSDH) has the powers and duty to adopt, modify, repeal and promulgate, after due notice and hearing, and enforce rules and regulations implementing or effectuating the powers and duties of the department under any and all statutes within the department's jurisdiction, and as the board may deem necessary.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37

Section 37 of House Bill 1626 of the Mississippi Legislature, 2023 Regular Session allows for the appropriation of Twelve Million Dollars (\$12,000,000.00) for the purpose of providing reimbursable grants from the Office Against Interpersonal Violence. The funds appropriated under this section shall be expended by the State Department of Health as a reimbursable grant. In determining reimbursable expenses, the State Department of Health shall use allowable costs as defined by the Office Against Interpersonal Violence. Of the funds in this section, a minimum of Two Million Dollars (\$2,000,000.00) is to be distributed to Children's Advocacy Centers of Mississippi for the purpose of conducting additional forensic interviews.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37

Funding Availability. OAIV shall determine the amount awarded to each applicant based on the applicant's grant application. The maximum awarded per applicant shall not exceed \$250,000.00.

Applicants should submit a proposed budget based upon needs and which directly relates to the ability to carry out the project. All applicants should submit realistic requests for funding based upon the needs of the project, the needs of the community and the sustainability of the project. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law and/or OAIV. Funding requests are requests and organizations are not assured funding just because they apply. OAIV may award less than requested based on the number of sub-grant awards, funding priorities, etc.

Match: There is no match related to these funds.

NOTICE OF AWARD AND ACCEPTANCE PROCEDURES

After all stages of review are completed, a Notice of Award (NOA) or Denial (NOD) of funding will be sent to each applicant via email by September 29, 2023.

Notice of Award:

The NOA will be sent via email to the authorized signature authority listed on the cover page of the application notifying them of the award amount and other pertinent information, including the date of any mandatory post-award orientation or training events. The sub-grant agreement between the state and the recipient and all accompanying documentation will be prepared by OAIV and sent through the MSDH routing process for final approval. Fully reviewed and approved sub-grant agreements will be sent to the awardee via DocuSign.

Notice of Denial:

Applicants who are denied funding will be notified via email of the denial by September 29, 2023.

Appeals Process- Applicants not awarded program funds may appeal the determination.

1. Within ten working days of the notice of the denial of award, a written request must be submitted by letter, on the organization's letterhead with the signatures of the signatory authority. The letter must include evidence to support grounds for appeal. The letter may be submitted via email to the OAIV Director.
2. Within forty-five days of the receipt of appeal documentation, the OAIV Director will make an initial ruling for the appeal.
3. Should the entity appealing wish to have an additional level of review, the entity appealing the decision of the OAIV Director must appeal to the State Health Officer within ten working days of the determination of the OAIV Director. Decisions of the State Health Officer are the final agency determination.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37

PRE-SUBMISSION MEETING

Each organization applying for an award from OAIV had the opportunity to attend a pre-submission webinar. This webinar occurred on August 7, 2023 at 8:30-9:30am. (See **OAIV Event Calendar** for recording) This webinar answered questions that were submitted. Participants were able to ask questions at that time. The meeting was led by the OAIV Director. Email Cerissa Eubanks @ cerissa.eubanks@msdh.ms.gov for access to the OAIV Events Calendar.

APPLICATION INSTRUCTIONS

Incomplete applications (*those that do not have all of the required forms/information of this RFP*) will have a maximum of 15 points taken off the total score and (*those that do not have all of the required components – Project Narrative, Work Plan, Sustainability Plan and Budget/Budget Justification*) will be determined to be nonresponsive to the RFP. The applicant will be notified if their application is not eligible to receive funding. Either a Notice of Award or Denial will be sent to all applicants. It is each applicant's responsibility to ensure all directions, within this RFP are followed, necessary components of the application are completed and all required documents are uploaded.

Application Formatting

1. The Cover Letter, Project Narrative and Sustainability sections of the application must be single spaced, with 1" page margins in 12 font, Calibri is preferred, but not mandatory.
2. The Cover Letter, Work Plan and the Budget/Budget Narrative template must be single spaced, 12 font, with 1" margins.
3. Pages are to be numbered.
4. The total project narrative shall be no more than 5 pages, minus all required forms. For applicants that have pages over the page limit, those pages over the page limit, will not be reviewed or considered in the applicant's scoring.
5. The work plan is to be created on the mandatory template that can be found in the State Victim Services Grant Program workbook under the RFP on the MSDH website (<http://HealthyMS.com/rfp>). This is a mandatory form and must be used for the work plan.
6. The budget/budget narrative and annual budget (*the annual budget is to be used only if the applicant is requesting more than one funding stream from OAIV*) are to be completed on the mandatory templates that can be found in the template section under the RFP on the MSDH website (<http://HealthyMS.com/rfp>). (*The approved annual*

budget template is not formulated and the budget narrative template is formulated but not locked.)

7. The Program Narrative is to be uploaded into Smart Sheet in Word. The budget/budget narrative and annual budget is to be uploaded into Smart Sheet in workbook in Excel. All other documents that are uploaded into Smart Sheet can be in pdf.

The **cover letter** must include:

- a. The applicant's legal organizational name and the name used as Doing Business As (DBA), note which name is registered with MAGIC and the MS Secretary Of State;
- b. The name of the funding source the applicant is applying for (State Victim Services Grant Program);
- c. The program's primary point of contact's name, title, email and phone number. The individual must be identified even if a duplicate of the Authorized Signatory. In most instances, the program's Primary Point of Contact ***is different*** than the Authorized Official and/or Designated Authorized Signature Authority Official;
- d. The fiscal contact person, their name, title, phone number and email address. The financial official must have the obligatory authority and information to provide certification on behalf of the organization. This individual must also have decision making authority pertaining to budget matters and fiscal responsibilities. This can include a chief financial officer, finance director or Board Treasurer;
- e. The two (2) authorized signatories (primary and secondary), their name, title, phone number and email address. The authorized official may designate another individual to serve as the authorized signature authority to sign the application and acceptance documentation on behalf of the non-profit.
- f. The board president's or the governing authority's name, phone number and email, if applicable;
- g. The organization's MAGIC vendor number (*Note* If the applying organization does not have a MAGIC vendor number, they must apply and make a statement, here, that the applicant has applied for a vendor number, the date the applicant applied and the date they are estimating they will receive the vendor number. It is the responsibility of the organization to ensure that the MAGIC Vendor information is the same as the one on their SAM and organizational letterhead. It must be identified in the cover letter- if it is not correctly identified in the cover letter- it will impact the organization's reimbursements*);
- h. The organization's fiscal profile (*Provide the numbers and dates in this section and the documents, if applicable, separately uploaded to Smart Sheet.*)
 1. Federal ID or EIN number

2. SAM Unique Entity Identifier number (12-digit number)
 3. SAM Registration Expiration Date
 4. Agency Fiscal Year i.e., October through September or January through December IRS Determination as a Nonprofit
 5. Is the organization requesting indirect cost? If yes, please indicate if the organization has a federally approved negotiated indirect cost rate (and provide it separately with the other documents) or if the organization will be using the 10% de minimis rate.
- i. The amount of funds the applicant is requesting.
 - j. Whether or not the applicant is a new or currently funded applicant.
 - l. Accurately complete the mandatory "Conflicts of Interest" form (Link: <http://HealthyMS.com/rfp>) and return it, signed, with the application and upload the information into the attachments section in Smart Sheet.
 - m. Provide the Board of Directors or other governing body's (i.e., trustees, alderman, supervisors, state/federal agency, tribal) information. **Nonprofits should include the following for the Board of Directors:** name, employment, title, phone, email, board position and date when current term ends. Applicants should also indicate the Board Officers and their position. Please upload the information separately into the attachments section in Smart Sheet.

****It is the responsibility of the applicant to submit any change of name, phone number and/or email of any person noted within the cover letter. If any of these items are not submitted or instructions not followed, there will be points deducted when the application is evaluated.***

Organizational Information. (ALL APPLICANTS CURRENTLY NOT RECEIVING OAIV FUNDING)

Please complete organizational questions below.

All applicants not presently funded by OAIV are required to complete the basic information below beginning with "Organizational History". ending with "Financial Capability Questionnaire".

1. Organizational History

- i. A brief statement on the organization's history.
 - a. The organization's mission statement.
 - b. A **brief** description of the services/programs provided by the applicant organization. This should consist of all victim-related services provided, including those not part of this application.

2. Organizational Capacity

Describe the agency's expertise and organizational capacity to successfully implement the specific project for which applicant are applying.

- i. Operational Description: Provide a description of the overall operation of the applicant organization and victim service model.
- ii. Describe the organization's relevant experience and recent accomplishments.
- iii. Personnel:
 - a. Identify all key personnel, whether or not funded by OAIV or used as match, that will be responsible for oversight, management and implementation of the project.
Response should include the following:
 - name, title and qualifications of the individuals
 - roles and responsibilities related to the project
 - identification of individual(s) responsible for the day-to-day project activities.
 - b. Provide the Organizational Chart. Please upload it into the attachments in Smart Sheet as a **separate document**.

3. Financial Capability Questionnaire. *(Not included in page limits)*

All **applicants who are presently not funded by OAIV** are required to complete basic information relating to the fiscal policies of the organization. Use the mandatory "Financial Capability Questionnaire" template. (Link: <http://HealthyMS.com/rfp>). The form must be completed and signed by an official having sufficient knowledge and authority regarding finances of the applicant (CFO, Accountant, Comptroller, etc.).

Project Narrative. *(mandatory for all applicants)*

All applicants will be required to complete the project narrative section. The project narrative is the description of the proposed project and services to be provided with the requested grant funds and who will be impacted/served. The Project Narrative consists of four (4) major components:

- a. Services provided;
 - What does your agency do?
- b. Needs of the agency and how they relate to direct victim services;
 - Why does your agency need these funds?
- c. Evidence that the provider has a demonstrated role in the service area proposed;
 - How long has your agency provided services in the state of Mississippi?

- d. Statement of the amount of funds requested and how the funds will be utilized;
 - How will your agency use these funds in relationship to the services provided.

Work Plan/Goals, Objectives and Activities (GOAs). *(mandatory for all applicants)*

The work plan should provide specific details that align with the project narrative and the budget. Applicants are provided a mandatory work plan template located on the bottom tab after the Budget Narrative within the State Victim Services Grant Program workbook template, (Link: <http://HealthyMS.com/rfp>). The applicant will be held accountable for all goals/objectives/activities/responsible staff/measurements/ in the application. The GOAs should only be for the proposed project.

Sustainability Plan. *(mandatory for all applicants)*

In this section, the applicant should clearly explain their present sustainability plan for continuation of the project should OAIV state funds be decreased and/or terminated. **A statement that the program will not continue without the funding or will “start” researching for other funding streams is not a sustainability plan and will be disallowed.** Describe the plan that has been implemented to ensure continuity of the applicant organization, in the event continued funding is not available for any reason.

- This plan should clearly set forth the commitment of the applicant organization (or its community) to continue the services without state funding. Community partners must be named.
- Applicants shall have an existing plan in place to sustain project activities if state funding through OAIV is no longer available. This may be through raising local support, creation of program income, etc. *(these potential sources must be named in the application).*

Annual Budget and Budget Narrative. *(mandatory for all applicants)*

Annual Budget *(The annual budget is mandatory **only** if the applicant has or is seeking in 2024 more than one funding stream from OAIV.)* The annual budget is located on the MSDH website with the State Victim Services Grant Program RFP - link: (<http://HealthyMS.com/rfp>.) The annual budget identifies the funding being requested to carry out the specific application for each project. The annual budget must directly relate to all the proposed project activities and grant program requirements for all applications. **Only one overall budget is required for each organization requesting more than one funding stream from OAIV in 2024.**

All budgeted line items must:

- be allowable under the grant guidelines
- be reasonable, necessary, and allocated directly to the project

- be aligned with sub-grant activities
- be prorated per the organization's proration plan (A proration plan is necessary if the applicant expects to receive multiple funding streams from OAIV).

Budget and Budget Narrative. *(A mandatory combined template for the budget, budget narrative is located on the MSDH website with the State Victim Services Grant Program RFP - link: <http://HealthyMS.com/rfp>.)* The narrative must explain and justify how the applicant plans to use the funds requested by cost category and line item in the budget.

The narrative should clearly state:

- the description of the cost and how the expense is necessary for the achievement of the project's goals, objectives and activities
- how the amount was calculated (use the column designated for calculation, NOT in the justification section)
- any additional information to support the budget request (i.e., indirect cost plan).

There is no cap on any administrative activities. Administrative positions include, but are not limited to:

- Executive Director, Administrative Assistant, Communications/Social Media staff, Management/Coordinator staff, or financial staff. For example, management activities such as those performed by the executive directors, board members, or other top-level administrators of a victim service organization should not be funded as a direct subrecipient cost.
- Grant Management positions/activities
- **NO DIRECT SERVICE POSITIONS WILL BE PAID OUT OF THESE (STATE VICTIM SERVICES GRANT PROGRAM) FUNDS.**

Explanation of indirect costs.

Indirect costs are facility and administrative expenses that an organization incurs by undertaking a grant project that are not easily allocated to specific project costs and are NOT included as a direct cost in the grant budget. Costs included in an indirect cost rate can be charged directly; however, for administrative convenience, some organizations prefer to establish an indirect cost rate and charge that against a direct cost base instead. Where a rate is applied, indirect costs are not budgeted as specific cost items, but rather are bundled into the rate that is charged against certain direct costs under the grant. The specific costs included in an organization's indirect cost rate vary, but typically include things like utility costs, organizational accounting fees, and equipment depreciation. Indirect costs may be charged to an award only if (a) the recipient has a current (unexpired), approved negotiated indirect cost rate; or (b) the recipient is eligible to use, and elects to use, the de minimis indirect cost rate described in the Part 200 Uniform Requirements, as set out at [2 C.F.R. 200.414\(f\)](#).

- a. Enter the percentages and, for multi-funded organizations/agencies - the program that will be paying that percentage, on **all** the budget line items.
- b. Put the total cost the organization/agency has budgeted for the year in the Annual Expenditure column of the budget template provided to applicant on the MSDH website below the RFP. Also, for the Total Annual Amount Requested column, put the total amount requested from OAIV.

Eligible Budget Categories.

Applications may include costs related to direct victim services:

1. Travel/Training: travel and/or training expenses directly related to the approved project. Sub-recipients must adhere to the Mississippi State Department of Finance Administration Travel Guidelines.
2. Equipment: equipment necessary to provide services/tasks directly related to the project
3. Supplies/Operations: expenses necessary for the operation of the project.
4. Contractual: contracting for specialized services. Contractual service costs must be reasonable and consistent with those paid for similar services in the marketplace and are not available withing the agency.
5. Capital Expenses
6. Agency construction or renovations
7. Salaries and expenses of Management and Administrative Staff

THINGS TO REMEMBER WHEN CREATING A BUDGET FOR OAIV

1. Raises, overtime and any other personnel related item should be discussed upfront with the governing body of the applicant. The decision concerning these issues should be decided before submitting a budget to OAIV. The OAIV budget must reflect the increased cost of any personnel financial decisions happening within the grant year. If your agency currently has a 2024 application with OAIV, all annual salaries must align. **THERE WILL BE NO MODIFICATIONS COMPLETED WITHIN THE TIME FRAME OF THE SUB-GRANT THAT ALLOWS ANY TYPE OF PERSONNEL FUNDING INCREASE.**
2. Any program that receives multiple funding streams from OAIV must have a proration plan submitted to OAIV and must follow their plan as of the 2023-2024 fiscal year. **See links for examples of these types of plans at:** [Proration: The Definition, Calculation and Examples - Finance Reference; Prorating grant budgets to help estimate the availability of funding | Cayuse](#); OVC Suggested Prorating Strategies for Victim Assistance Subgrantees can be found at the MSDH website under RFP.
3. Please review the budget carefully. Creating formulas in the budget and keeping the correct formulas in the budget will help the applicant minimize mistakes.

The table below provides the required budget categories. It must be used to determine correct budget categories for expenses.

Approved Categories	Budget	Budget Justification Narrative
Personnel:	Include salaries of funded personnel in this category. Include their name, position and percentage of each grant where they are being funded. Individuals with whom Applicant have contracts for performance of work or who are consultants should be listed in the contractual category.	List each position that pertains to the proposal. The cost calculation should show the employee's annual salary rate (or other pay rate such as hourly rates) and the percentage of time devoted to the project.
	Fringe -follow the same format as salaries. Break down each fringe separately for each employee.	List the fringe benefits provided to funded staff positions. This may include federal, or state required items such as FICA, unemployment, retirement, or optional items such as health, life, or disability insurance. For each item, provide the rate applied for each item of fringe to each Budgeted staff position assigned to the project. Note: Only include employer portion
Travel:	In-State: local mileage will be at the approved state rate for the following: meals, lodging, for in state travel. This budget item is for travel for funded program personnel engaging in supported activities. Travel for contractors or consultants Should be included in the contractual category. Out of state: Airfare, mileage, meals, lodging, for out of state, luggage fees, any ground transportation, etc.	List each anticipated travel expenditure. include mileage, rental car costs, meals, and lodging. Acceptable expenditures for out of state travel include mileage, rental car costs, airfare, meals, lodging, ground transportation, luggage fees. For each anticipated travel expense, describe the rates used in estimating the cost, and a statement of the applicable travel policies being utilized (federal, state, or organizational policies). Each Travel subcategory should include a statement of the purpose of the travel and how it assists with accomplishing the goals of the project. The justification should also include any discussion of the need for the expense and any cost analysis. If applicant does not have a standard travel policy, applicant must use the MS Department of Finance and Administration travel guidelines for the calculation of mileage costs.

Approved Categories	Budget	Budget Justification Narrative
Contractual:	Contractual items represent payment for services rendered other than by employees of the subgrantee. This may include items such as rent, rental contracts, utilities, repair/ maintenance services, professional fees, telephone, cable, internet, training activities, communications, contractor s, or consultants. Etc. Additionally, conference registration fees are to be included here. Include the percentages of each grant designated for each line item.	Explain the need for items, how the estimated costs were determined and how their use will support the purpose and goals of the project.
	Professional Services, Consultants and Contractors. Any travel for contractors or consultants should be included here. Include the percentages of each grant designated for each line item.	Describe the activities, scope of work or services to be provided and how the costs were estimated. Travel for contractors/ consultants should follow the guidance above.
Commodities	Commodities are materials and supplies that are consumed by the program/project. This may include office supplies, janitorial supplies, shelter supplies, food, resident supplies, books/ manual, etc. Include the percentages of each grant designated for each line item.	Describe and itemize the materials & supplies requested for purchase, the intended purpose, and how the estimated costs were determined for each item.
Capital Outlay Equipment:	Capital Outlay Equipment includes equipment, furniture, fixtures (office desks, chairs, computers, telephone systems, etc.) regardless of value. Include the percentages of each grant designated for each line item.	Describe and itemize the equipment requested for purchase, the intended purpose of each item, and how the estimated costs were determined.
Capital Outlay Other:	Construction or Renovation	Describe and itemize the materials and person-power. At least 3 bids are mandatory. Provide documentation of bids. Must follow the protocol of the MS State Department of Finance and Administration.

Approved Categories	Examples	Budget Justification Narrative
Subsidies, Loans & Grants:	N/A	
Indirect Cost:	If applicant is seeking indirect costs, this should be included in this section. Federal indirect cost rate or 10% De-Minimis (direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel)	Describe and itemize the indirect costs which will be supported. Examples may include clerical staff, executive director salary, rent, utilities. Consult the indirect cost guidance for additional information on indirect costs.

REVIEW AND EVALUATION OF PROPOSALS- (ALL FUNDING SOURCES)

Incomplete applications (*those which do not follow the requirements of this RFP, include all components*) will receive an automatic reduction in scoring. It is each applicant's responsibility to ensure all directions within this RFP are followed, necessary components of the application are completed, and all required documents are uploaded.

- The **work plan** is to be created on the approved template that can be found in the State Victim Services Grant Program workbook under the RFP on the MSDH website (<http://HealthyMS.com/rfp>). **This is a mandatory form and must be used for the work plan.**
- The **budget/budget narrative and annual budget** (*only complete the annual budget if applying for more than one funding stream from OAIV for fiscal year 2024*) are to be completed on the mandatory templates that the applicant will find in the template section under the RFP on the MSDH website (<http://HealthyMS.com/rfp>). (*The mandatory annual budget template is not formulated and the budget narrative template is formulated but not locked.*)
- During the **final review**, OAIV staff will determine if an award is to be made, whether requested funding will be revised, or if there will be any special conditions placed upon the subgrantee. All funding will be awarded on a competitive basis. There is no guarantee that the amounts of funding requested will be awarded.
- **Applicants Requesting Multiple Funding Streams for Fiscal Year 2024.** Please note that applicants submitting multiple proposals throughout the 2024 RFP season will be reviewed across funding sources to ensure shared project costs are allocated amongst the sources and funding limits are not exceeded. All applicants should submit realistic requests for funding based upon the needs of the project, the needs of the community and the sustainability of the project. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed.

Evaluation Criteria

Item	Application Scoring Per Section
Project Narrative	
a. Services Provided	10
b. Needs of the Agency and how they relate to direct victim services	10
c. Evidence that the provider has a demonstrated role in the service area proposed	10
d. Statement of the amount of funds requested and how the funds will be utilized	10
Work Plan: will receive a score of 0 if the mandatory template is not used	
• Goals, Objectives, Activities, Staff Responsible and Measures,	20
Sustainability Plan	
• The ability to retain or maintain something at a certain rate or level	10
Budget: will receive a score of 0 if the mandatory template is not used	
• Detail by cost category to include (as applicable to the proposal) salaries, fringe, travel, contractual, equipment, commodities, indirect cost	15
• Narrative justification for each cost category	15
Total	100

This review will evaluate whether, and to what extent, the project will assist the state in meeting the minimum funding requirements and overall state plan for the delivery of services. There will be up to a maximum of **15 points taken off the total score** of the application for missing forms. The applicant must meet a **minimum score of 70** to be funded.

As part of its overall grant management duties, OAIV reserves the right to determine the best use of funding. The final review will also determine, if an award is to be made, whether requested funding will be reduced, or any additional requirements (e.g. special conditions for the subgrant award) will be placed upon the applicant's award.

OFFICE AGAINST INTERPERSONAL VIOLENCE
REQUEST FOR PROPOSALS (RFP)
CHECKLIST

COVER LETTER	
Addressed completing all required documents reflected on the cover letter section (mandatory for all applicants - pages 9-10)	☐
Uploaded Cover Letter	☐
*It is the responsibility of the applicant to submit any change of name, phone number and/or email of any person noted within the cover letter after the initial submission.	
ORGANIZATIONAL INFORMATION	
Answered all relevant questions from the Organizational Information section. (mandatory for applicants currently not receiving OAIV funding - refer to pages 11-12)	☐
1. Organizational History completed	☐
2. Organizational Capacity completed	☐
3. Financial Capability Questionnaire completed	☐
4. Organizational Information section uploaded into Smart Sheet	☐
PROJECT NARRATIVE	
All relevant sections of the Project Narrative have been completed (refer to pages 12-13)	☐
1. Services Provided	☐
2. Needs of the agency and how they relate to direct victim services	☐
3. Evidence that the provider has a demonstrated role in the service area proposed	☐
4. Statement of the amount of funds requested and how the funds will be utilized	☐
5. Work Plan - Goals, Objectives and Activities (GOAs) (http://HealthyMS.com/rfp)	☐
6. Sustainability Plan	☐
7. Project Narrative section has been uploaded into Smart Sheet	☐
BUDGET AND BUDGET NARRATIVE	
Budget/Budget Narrative and Work Plan Excel workbook (mandatory for all applicants – utilized via the RFP link on the MSDH website (http://HealthyMS.com/rfp) pages.	☐
1. Overall annual budget has been completed in the Excel workbook and uploaded into Smart Sheet	☐
2. Separate Budget Narrative(s) has/have been completed in the Excel workbook and uploaded into Smart Sheet	☐

MANDATORY FORMS TO BE UPLOADED INTO SMART SHEET -UNLESS OTHERWISE NOTED BELOW-	
Forms completed and uploaded into Smart Sheet separately . ALL FORMS/INFORMATION IS MANDATORY UNLESS STATED - IF APPLICABLE (4) OR HAS OTHER INSTRUCTIONS (9 AND 11) Multiple – separate - documents can be uploaded into one Smart Sheet submission. You may upload more than one Smart Sheet submission if needed. Do not put - only - 1 document/form in each Smart Sheet submission.	☐
1. Authority to Apply Documentation letter (the governing authority must provide formal documentation allowing the organization to apply)	☐
2. Designation of Signature Authority letter (one and two may be within the same letter)	☐
3. Official SAM registration/UEI Document (documentation from official SAM site)	☐
4. IRS Determination, if applicable	☐
5. SIGNED Conflict of Interest Form	☐
6. Board of Directors, their name, workplace information, title at workplace, position on the board, email address	☐
7. Organizational Chart	☐
8. Job Descriptions of Personnel Included in the Funding Request	☐
9. Financial Capability Questionnaire (mandatory questionnaire for applicants who are not presently funded by OAIV)	☐
10. Additional Funding Sources	☐
11. Annual Budget (if applying for more than one funding stream)/Budget Narrative/Work Plan template	☐

DEFINITIONS

1. **Crime of Violence** - As defined in 18 U.S. Code § 16, an offense that has as an element the use, attempted use, or threatened use of physical force against the person or property of another, or any other offense that is a felony and that, by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense.
2. **Direct Service** - providing physical services to a victim of crime.
3. **Emergency Services** - providing services to address immediate effects of a crime.
4. **Department** - means the Mississippi State Department of Health as established by Miss. Code Ann. § 43-3-1, *et seq.*(Rev.2006).
5. **Management** - means the agency head and all management officials, supervisors, and other representatives of management having authority to act for the agency on any matters relating to the implementation of the agency labor-management relations program.
6. **OAIV**- Office Against Interpersonal Violence within the MS State Department of Health.
7. **Private Agency** – a not- for- profit, or for-profit corporation, in good standing in this state, which provides services to victims of crime and their dependents.
8. **Program Funds**- state funds allocated to the Department to be awarded to sub-recipients through the State Victim Services Grant Program. One-time funds are made available on a state fiscal year period. These funds do not carry over from one state fiscal year to another.
9. **Public Agency** – a part of any local or state government organization which provides services to victims of crime and their dependents.
10. **Administrative Staff** - the people who work for an organization whose primary function(s) and job responsibilities do not include the provision of direct services.
11. **Victim Advocacy** - assisting the victim of a crime and his/her dependents to acquire services from existing community resources.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37

Attachment A: State Regulations

Title 15: Mississippi State Department of Health Part 23: Office Against Interpersonal Violence

Subpart 100: State Victim Services Grant Program Chapter 1. State Victim Services Grant Program

Subchapter 1. Authority and Purpose

Rule 1.1.1. Pursuant to Mississippi Code § 41-3-15(b)(ii), the Mississippi State Department of Health (MSDH) has the powers and duty to adopt, modify, repeal and promulgate, after due notice and hearing, and enforce rules and regulations implementing or effectuating the powers and duties of the department under any and all statutes within the department's jurisdiction, and as the board may deem necessary.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37

Rule 1.1.2. Section 37 of House Bill 1626 of the Mississippi Legislature, 2023 Regular Session allows for the appropriation of Twelve Million Dollars (\$12,000,000.00) for the purpose of providing reimbursable grants from the Office Against Interpersonal Violence. The funds appropriated under this section shall be expended by the State Department of Health as a reimbursable grant. In determining reimbursable expenses, the State Department of Health shall use allowable costs as defined by the Office Against Interpersonal Violence. Of the funds in this section, a minimum of Two Million Dollars (\$2,000,000.00) is to be distributed to Children's Advocacy Centers of Mississippi for the purpose of conducting additional forensic interviews.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37

I. Subchapter 2. Definitions

Rule 1.2.1. The following terms shall have the following meanings:

1. **Crime of Violence** - As defined in 18 U.S. Code § 16, an offense that has as an element the use, attempted use, or threatened use of physical force against the person or property of another, or any other offense that is a felony and that, by its nature, involves a substantial risk that physical force

against the person or property of another may be used in the course of committing the offense.

2. **Direct Service** - providing physical services to a victim of crime.
3. **Emergency Services** - providing services to address immediate effects of a crime.
4. **Department** - means the Mississippi State Department of Health as established by Miss. Code Ann. § 43-3-1, *et seq.*(Rev.2006).
5. **Management** - means the agency head and all management officials, supervisors, and other representatives of management having authority to act for the agency on any matters relating to the implementation of the agency labor-management relations program.
6. **OAIV**- Office Against Interpersonal Violence within the MS State Department of Health.
7. **Private Agency** – a not- for- profit, or for-profit corporation, in good standing in this state, which provides services to victims of crime and their dependents.
8. **Program Funds**- state funds allocated to the Department to be awarded to sub-recipients through the State Victim Services Grant Program. One time funds are made available on a state fiscal year period. These funds do not carry over from one state fiscal year to another.
9. **Public Agency** – a part of any local or state government organization which provides services to victims of crime and their dependents.
10. **Administrative Staff** - the people who work for an organization whose primary function(s) and job responsibilities do not include the provision of direct services.
11. **Victim Advocacy** - assisting the victim of a crime and his/her dependents to acquire services from existing community resources.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37

II. Chapter 2. Grant Program Eligibility and Award Subchapter 1. Eligibility

Rule 2.1.1. Public and private direct service providers are eligible to apply for funds available through the State Victim Services funds. The four components listed below must be included in each application submission.

1. Required agency components:
 - A. Coversheet/Organizational Information
 - B. Authority to apply
 - C. Designation of Signature Authority
 - D. SAM Registration
 - E. IRS Determination, if applicable
 - F. Indirect Cost Information, if applicable
2. Narrative describing:
 - A. Services provided;
 - B. Needs of the agency and how they relate to direct victim services;
 - C. Evidence that the provider has a demonstrated role in the service area proposed;
 - D. Statement of the amount of funds requested and how the funds will be utilized;
 - E. Any other information the Office Against Interpersonal Violence may request.
3. A work plan that includes overall goals for the use of program funds; activities to support those goals and timeframes for the accomplishment of approved activities.
4. Sustainability Plan - sustainability is the ability to retain or maintain something at a certain rate or level. All applicants must include an actionable plan for sustaining the activities supported by these program funds.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37

Rule 2.1.2 The Children's Advocacy Centers of MS is the only entity eligible to apply for the Two Million Dollars (\$2,000,000.00) for the provision of forensic interviews. these Program funds will only be reimbursed for the cost of the forensic interview per child. The requested cost per forensic interview shall be submitted by the Children's Advocacy Centers of Mississippi and approved by OAIV based on comparable third- party reimbursement rates.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37

III. Subchapter 2. Award Amount

- Rule 2.2.1. Subject to fund availability, OAIV shall determine the amount awarded to each applicant based on the applicant's grant application. The maximum awarded per applicant shall not exceed \$250,000.00.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37

IV. Subchapter 3. Award Allocation for Grantees

- Rule 2.3.1. Applicants must submit a complete application, meeting the requirements of Rule 2.1.1 in this Chapter, meeting a minimum score of 70, as determined by OAIV. All awards are subject to funding availability.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37

- Rule 2.3.2. Prior to the release of any Program funds, all sub-recipients will be required to certify, through the sub-recipient agreement, that it understands and agrees to certain required provisions, including but not limited to, the following statements:
1. The subrecipient agrees that it must be in compliance with requirements outlined in the state solicitation and the rules and regulations contained in this Part under which the approved application was submitted.
 2. The subrecipient agrees that Program funds will be used only for the purposes described in the recipient's application as approved by OAIV.
 3. Termination or suspension for cause. The Director of OAIV, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the subgrant or relevant solicitation, will terminate or suspend activities until the Director is satisfied that there is no longer such failure.
 4. Performance Progress Reports. The subrecipient agrees to complete reports as directed by OAIV. At a minimum, quarterly and an annual report are required.
 5. The sub-recipient must allow the Office Against Interpersonal Violence, MSDH Audit Department, or any other state officer as may be appropriate, access to and the right to examine all records, books,

paper, or documents related to the state victim services grant.

6. Cooperation - The sub-recipient must respond promptly to OAIV to any request for financial and/or programmatic documentation related to the award of program funds, including documentation of expenditures, and achievements. The subrecipient must cooperate with OAIV in any desk and site monitoring activities.
7. The subrecipient agency will be allowed one modification during the grant cycle. This modification must be submitted and approved during the second quarter of the funding cycle.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37

Rule 2.3.3. Return of funds- Any funds provided by the Department to organizations that are found to be fully or partially noncompliant with the requirements of the guidelines, guidance, rules, regulations and/or other criteria may be returned to the Department.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37

Rule 2.3.4. Appeals Process- Applicants not awarded program funds may appeal the determination.

1. Within ten working days of the notice of the denial of award, a written request must be submitted by letter, on the organization's letterhead with the signatures of the signatory authority. The letter must include evidence to support grounds for appeal. The letter may be submitted via email to the OAIV Director.
2. Within forty-five days of the receipt of appeal documentation, the OAIV Director will make an initial ruling for the appeal.
3. Should the entity appealing wish to have an additional level of review, the entity appealing the decision of the OAIV Director must appeal to the State Health Officer within ten working days of the determination of the OAIV Director. Decisions of the State Health Officer are the final agency determination.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37

V. Subchapter 4. Eligible Budget Categories

Rule 2.4.1 Applications may include costs related to direct victim services:

1. Travel/Training: travel and/or training expenses directly related to the approved project. Sub-recipients must adhere to the Mississippi State Department of Finance Administration Travel Guidelines.
2. Equipment: equipment necessary to provide services to victims directly related to the project
3. Supplies/Operations: expenses necessary for the operation of the project.
4. Contractual: contracting for specialized professional services. Contractual service costs must be reasonable and consistent with those paid for similar services in the marketplace and are not available within the agency.
5. Capital Expenses
6. Agency construction or renovations
7. Salaries and expenses of Management and Administrative Staff

VI. Subchapter 5: Reimbursement Process

Rule 2.5.1 Each subrecipient must submit a monthly reimbursement request in order to be reimbursed for allowable expenses. OAIV must approve all allowable expenses.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37

Rule 2.5.2 Monthly reimbursement requests are due no later than the 15th of the month following the month in which the expense was incurred.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37

Rule 2.5.3 Monthly reimbursement request, and all supporting documentation, must be submitted via the OAIV required Smartsheet.

Source: H.B. 1626, Mississippi Legislature Regular Session, Section 37



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Engineering and Traffic
cc:
Date: Tuesday, August 22, 2023
Re: Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the Lincoln Road Stormwater Detention Project and authorize the Mayor to execute in duplicate.
File Number: 2023-560
Minute Book #

Summary

Approve professional services agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the Lincoln Road Stormwater Detention Project and authorize the mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 22, 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 **August 22, 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: **Lincoln Road Stormwater Detention Project** ("Project").

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

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

Design and preparation of plans and specifications; and construction phase engineering and project representative services for the construction of a regional stormwater detention facility in the vicinity of Lincoln Road and 28th Avenue in Hattiesburg, MS.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

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

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

6.11 *Shared Negligence*

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day:*

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

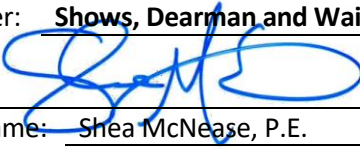
By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shows, Dearman and Waits, Inc.

By:  _____

Print name: Shea McNease, P.E.

Title: President

Date Signed: 08-11-2023

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

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

Title: President

Phone Number: 601-544-1821

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

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **8/22/2023**.

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.

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

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

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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 8/22/23.

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 8/22/23.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

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

4. *Progress Payments:*

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

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

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

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

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

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

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

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$490,000.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **365 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, 2021) 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 **8/22/23**.

Standard Hourly Rates Schedule - 2020

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

Senior Engineer	\$175/Hour
Project Engineer	\$150/Hour
Junior Engineer	\$125/Hour
Engineering Intern	\$115/Hour
Graduate Engineer	\$105/Hour
Senior AutoCad Technician	\$105/Hour
AutoCad Technician	\$ 90/Hour
Senior Resident Project Representative	\$ 95/Hour
Resident Project Representative	\$ 85/Hour
Field Crew	\$175/Hour
Administrative	\$ 45/Hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 8/22/23.

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 **8/22/23**.

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.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Engineering and Traffic
cc:
Date: Tuesday, August 22, 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: 2023-554
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 August 22, 2023 City Council meeting for consideration.

DATE: 8/2/23

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	<table border="1"><tr><td></td><td></td></tr></table>			<table border="1"><tr><td>Hope Park</td></tr></table>	Hope Park
Hope Park					
90 WATT LED	<table border="1"><tr><td></td><td></td></tr></table>			<table border="1"><tr><td>Monthly increase \$112.76</td></tr></table>	Monthly increase \$112.76
Monthly increase \$112.76					
110 WATT LED	<table border="1"><tr><td>1</td><td>1</td></tr></table>	1	1	<table border="1"><tr><td></td></tr></table>	
1	1				
190 WATT LED	<table border="1"><tr><td></td><td></td></tr></table>			<table border="1"><tr><td></td></tr></table>	
OTHER FIXTURES					
120 WATT LED FLOOD	<table border="1"><tr><td>1</td><td>3</td></tr></table>	1	3	<table border="1"><tr><td>2- poles</td></tr></table>	2- poles
1	3				
2- poles					
360 WATT LED FLOOD	<table border="1"><tr><td>1</td><td>1</td></tr></table>	1	1	<table border="1"><tr><td></td></tr></table>	
1	1				
	<table border="1"><tr><td></td><td></td></tr></table>			<table border="1"><tr><td></td></tr></table>	
	<table border="1"><tr><td></td><td></td></tr></table>			<table border="1"><tr><td></td></tr></table>	

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.

DATE: 7/31/2023

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	☐	Alley behind 2315 Hardy St
90 WATT LED	☐	Monthly increase \$17.30
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.

DATE:

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF PHONE:
AUTHORIZED SIGNATURE DATE:
DEVELOPER NAME ACCOUNT #
DEVELOPER SIGNATURE DATE:
DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT:
Attach a plat for development.

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TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
LED FIXTURES		
50 WATT LED	1	800 N 9th Ave
90 WATT LED		
110 WATT LED		
190 WATT LED		
OTHER FIXTURES		
	1	
		Monthly increase \$8.65

NOTE: FOR NON-ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

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DATE: 8/10/23

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: (G2MPCL SVC@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.

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LED FIXTURES																		
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Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 22, 2023

Re: Approve Evacuation Agreement between the City of Hattiesburg and Pearl River Valley Opportunity, Inc. HeadStart / Hawkins Early Start to utilize Jackie Dole Sherill as an emergency evacuation shelter for children and staff and authorize the Mayor to execute the same.
File Number: 2023-564
Minute Book #

Summary

Recommendation Statement

Please place this on the August 22, 2023 City Council meeting for consideration.



Pearl River Valley Opportunity, Inc.

Post Office Box 188 756 Hwy. 98 Bypass
Columbia, Mississippi 39429-0188
Telephone: 601-736-9564 Fax: 601-736-6268
Website: www.prvoinc.org
Thomas A. Morris - Executive Director



LETTER OF EVACUATION AGREEMENT

This letter do hereby give permission for Pearl River Valley Opportunity, Inc. Head Start/Early Head Start to utilize our facility, Jackie Dole Sherrill Community Center as an emergency shelter for children and staff from Hawkins Early Head Start Center.

If we can be of further services to you, please let us know.

Signature

Signature

Witness: Windy Shorts
Center Administrator



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 22, 2023

Re: Approve Evacuation Agreement between the City of Hattiesburg and Pearl River Valley Opportunity, Inc. Head Start/ Johna E. Hales Early Head Start Center to utilize Jackie Dole Sherill as an emergency evacuation shelter for children and staff and authorize the Mayor to execute the same.
File Number: 2023-565
Minute Book #

Summary

Recommendation Statement

Please place this on the August 22, 2023 City Council meeting for consideration.



Pearl River Valley Opportunity, Inc.

Post Office Box 188 756 Hwy. 98 Bypass
Columbia, Mississippi 39429-0188
Telephone: 601-736-9564 Fax: 601-736-6268
Website: www.prvoinc.org
Thomas A. Morris - Executive Director



LETTER OF EVACUATION AGREEMENT

This letter do hereby give permission for Pearl River Valley Opportunity, Inc. Head Start/Early Head Start to utilize our facility, Jackie Dole Sherrill Community Center as an emergency shelter for children and staff from John E Hales Early Head Start Center.

If we can be of further services to you, please let us know.

Signature

Signature

Witness:

Windy Shorts

Center Administrator



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, August 22, 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: 2023-535
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 August 22, 2023 City Council meeting for consideration.



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 22nd day of August, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Kimberly Crowell of 1 Continental Boulevard, 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 **1 Continental Boulevard** Project by the Housing Programs Inspector, said work to be preformed on the structure(s)/property located at **1 Continental Boulevard**, 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 seven hundred twenty-five dollars (\$14,725.00) 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 **1 Continental Boulevard** 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.

Kimberly Crowell

Date

Homeowner

Date

City of Hattiesburg, Mississippi

Contractor

By: _____

Toby Barker, Mayor

By: _____

Date: August 22, 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, Kimberly Crowell of 1 Continental Boulevard, 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), **Kimberly Crowell of 1 Continental Boulevard** is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **1 Continental Boulevard**. 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: August 22, 2023

Attest: _____
Kernas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 1 Continental Boulevard – Kimberly Crowell

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 **\$14,725.00.** ****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 March, 2023.

Kimberly Crowell, Signature

Date

Homeowner, Signature

Date

City of Hattiesburg – Witness

Date

Starter Homes of Mississippi

Date



Department of Urban Development Community Development Division

Homeowner:

Address:
1 Continental Blvd

Project Type:

Project Type: ☐ Rehab

☒ Repair

□ Special Project

☐ Adopt A Home

□ World Char

Special Classifications:

☐ Historic District☐ 50 Years +

□ Flood Zone

Lead

☐ Asbestos**Contract Date:**

Contractor:

Housing Coordinator:

Date:

Date:

General Requirements: All repairs are to be performed in accordance with the guidelines and material specifications listed in the City of Hartiesburg's Housing Rehabilitation and Housing Repair Grants Program Manual for CDBG/HOME, Contractor's Performance Standards for Rehabilitation and the 2018 International Residential Code.

ITEM NO.	WORK DESCRIPTION	ESTIMATED COST
<u>ROOF</u>		
1.	Remove shingles and felt down to the decking	
2.	Replace all deteriorated decking and framing	
3.	Replace all deteriorated soffit and fascia	
4.	Cut out slot for ridge vent	
5.	Install roof edge	
6.	Install new synthetic felt	
7.	Install new pipe boots	
8.	Install 25-year mid-grade architectural shingles	
9.	Install modified roofing	
10.	Install composite roofing	
11.	Install ridge vent and cap	
Total Cost:		

<<NOTES>>

Leaks on the inside.

***Contractor is responsible for walking the roof to identify soft spots and deteriorated decking and/or checking the interior of the structure for leaks and water damage associated with roof deterioration. Call for inspection when shingles and decking is removed.





CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 22nd day of August, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Pearlina Jones of 114 Cypress Avenue, 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 **114 Cypress Avenue** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **114 Cypress Avenue**, 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 four hundred forty-four dollars (\$13,440.00) 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 **114 Cypress Avenue** 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.

Pearlina Jones	Date	Homeowner	Date
----------------	------	-----------	------

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: August 22, 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, Pearlina Jones of 114 Cypress Avenue, 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), **Pearlina Jones of 114 Cypress Avenue** is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **114 Cypress Avenue**. 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: August 22, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 114 Cypress Avenue – Pearlina Jones

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 **\$13,440.00.** ***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 March, 2023.

Pearlina Jones, Signature

Date

Homeowner, Signature

Date

City of Hattiesburg – Witness

Date

Starter Homes of Mississippi

Date



Department of Urban Development Community Development Division

Homeowner:
Address: 114 Cypress Avenue

Phone:

WORK WRITE-UP
Completed and Approved By:
HP Inspector: SJP
Date: 6/23/2023

Project Type: ☐ Rehab ☒ Repair ☐ Special Project ☐ Adopt A Home ☐ World Changers

Special Classifications: ☐ N/A ☐ Historic District ☐ 50 Years + ☐ Flood Zone

Reviewed and Approved By:
Housing Coordinator:
Housing Manager:

Date:
Date:

Contract Date:

Contractor:

General Requirements: All repairs are to be performed in accordance with the guidelines and material specifications listed in the City of Hattiesburg’s Housing Rehabilitation and Housing Repair Grants Program Manual for CDBG/HOME, Contractor’s Performance Standards for Rehabilitation and the 2018 International Residential Code.

ITEM NO.	WORK DESCRIPTION	ESTIMATED COST
ROOF		
1.	Remove shingles and felt down to the decking	
2.	Replace all deteriorated decking and framing	
3.	Replace all deteriorated soffit and fascia	
4.	Cut out slot for ridge vent	
5.	Install roof edge	
6.	Install new synthetic felt	
7.	Install new pipe boots	
8.	Install 25-year mid-grade architectural shingles	
9.	Install ridge vent and cap	
Total Cost:		

<<NOTES>>

Soft spots. Fascia boards. Paint.

***Contractor is responsible for walking the roof to identify soft spots and deteriorated decking and/or checking the interior of the structure for leaks and water damage associated with roof deterioration. Call for inspection when shingles and decking is removed.





CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 22nd day of August, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Robert and Marilyn Buckley of 1792 James 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 **1792 James Street** Project by the Housing Programs Inspector, said work to be preformed on the structure(s)/property located at **1792 James 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 eight hundred twenty-five dollars (\$13,825.00) 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 wavier 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 **1792 James 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.

Robert Buckley _____

Date

Marilyn Buckley _____

Date

City of Hattiesburg, Mississippi

Contractor

By: _____

Toby Barker, Mayor

By: _____

Date: August 22, 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, Robert and Marylin Buckley of 1792 James 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), **Robert and Marylin Buckley of 1792 James Street** is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **1792 James 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: August 22, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 1792 James Street – Robert and Marilyn Buckley

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 **\$13,825.00**. ***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 March, 2023.

Robert Buckley, Signature

Date

Marilyn Buckley, Signature

Date

City of Hattiesburg – Witness

Date

Starter Homes of Mississippi

Date



Department of Urban Development Community Development Division

Homeowner: 1792 James Street
Address:

Phone:

WORK WRITE-UP

Address: 1792 James Street

Address: 1792 James Street

Project Type: ☐ Rehab ☒ Repair ☐ Special Project ☐ Adopt A Home ☐ World Changers

Date: 7/14/2023

Project Type: ☐ Rehab

Special Classifications:

☒ Repair ☐ Special Project ☐ Adopt A Home ☐ World Char
☐ N/A ☐ Historic District ☐ 50 Years + ☐ Flood Zone
☐ Lead ☐ Asbestos

Reviewed and Approved By:

Contract Date:

Housing Coordinator:

Contractor:

Housing Manager:

General Requirements: All repairs are to be performed in accordance with the guidelines and material specifications listed in the City of Hattiesburg's Housing Rehabilitation and Housing Repair Grants Program Manual for CDBG/HOME, Contractor's Performance Standards for Rehabilitation and the 2018 International Residential Code.

ITEM NO.	WORK DESCRIPTION	ESTIMATED COST
<u>ROOF</u>		
1.	Remove shingles and felt down to the decking	
2.	Replace all deteriorated decking and framing	
3.	Replace all deteriorated soffit and fascia	
4.	Cut out slot for ridge vent	
5.	Install roof edge	
6.	Install new synthetic felt	
7.	Install new pipe boots	
8.	Install 25-year mid-grade architectural shingles	
9.	Install modified roofing	
10.	Install composite roofing	
11.	Install ridge vent and cap	
Total Cost:		

<<NOTES>>

2nd home on property, same address, needs roof also. Leaks inside of main home.

***Contractor is responsible for walking the roof to identify soft spots and deteriorated decking and/or checking the interior of the structure for leaks and water damage associated with roof deterioration. Call for inspection when shingles and decking is removed.





CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 22nd day of August, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Sabrina Hall of 19 Annie Christie 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 **19 Annie Christie Drive** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **19 Annie Christie 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 thirteen thousand two hundred fifty dollars (\$13,250.00) 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 wavier 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 **19 Annie Christie 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.

Sabrina Hall

Date

Homeowner

Date

City of Hattiesburg, Mississippi

Contractor

By:

Toby Barker, Mayor

By:

Date: August 22, 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, Sabrina Hall of 19 Annie Christie 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), **Sabrina Hall of 19 Annie Christie Drive** is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **19 Annie Christie 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: August 22, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 19 Annie Christle Drive – Sabrina Hall

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 **\$13,250.00**. ***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 March, 2023.

Sabrina Hall, Signature

Date

Homeowner, Signature

Date

City of Hattiesburg – Witness

Date

Starter Homes of Mississippi

Date



Department of Urban Development Community Development Division

Homeowner:
Address: 19 Annie Christie Drive

Project Type: ☐ Rehab ☒ Repair ☐ Special Project ☐ Adopt A Home ☐ World Changers HP Inspector: SJP Date: 7/14/2023

Special Classifications: ☐ N/A ☐ Historic District ☐ 50 Years + ☐ Flood Zone

Phone:

WORK WRITE-UP
Completed and Approved By:  HP Inspector: SJP Date: 7/14/2023

Contract Date:

Reviewed and Approved By:

Contractor:

Housing Coordinator: Date:

Housing Manager: Date:

General Requirements: All repairs are to be performed in accordance with the guidelines and material specifications listed in the City of Hattiesburg’s Housing Rehabilitation and Housing Repair Grants Program Manual for CDBG/HOME, Contractor’s Performance Standards for Rehabilitation and the 2018 International Residential Code.

ITEM NO.	WORK DESCRIPTION	ESTIMATED COST
ROOF		
1.	Remove shingles and felt down to the decking	
2.	Replace all deteriorated decking and framing	
3.	Replace all deteriorated soffit and fascia	
4.	Cut out slot for ridge vent	
5.	Install roof edge	
6.	Install new synthetic felt	
7.	Install new pipe boots	
8.	Install 25-year mid-grade architectural shingles	
9.	Install modified roofing	
10.	Install composite roofing	
11.	Install ridge vent and cap	
Total Cost:		

<<NOTES>>

Damage on front porch, leaks on porch. Leaks on the inside. Drainage issues in front and back yards.
Standing water

***Contractor is responsible for walking the roof to identify soft spots and deteriorated decking and/or checking the interior of the structure for leaks and water damage associated with roof deterioration. Call for inspection when shingles and decking is removed.





CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 22nd day of August, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Yvonne Guess of 457 Buschman 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 **457 Buschman Street** Project by the Housing Programs Inspector, said work to be preformed on the structure(s)/property located at **457 Buschman 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 fourteen thousand one hundred fifty dollars (\$14,150.00) 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 **457 Buschman 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.

Yvonne Guess _____ Date _____

Homeowner Date _____

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: August 22, 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, Yvonne Guess of 457 Buschman 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), **Dorothy Smith of 916 Roby Street** is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **916 Roby 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: August 22, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 457 Buschman Street – Yvonne Guess

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 **\$14,150.00**. ***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 March, 2023.

Yvonne Guess, Signature

Date

Homeowner, Signature

Date

City of Hattiesburg – Witness

Date

Starter Homes of Mississippi

Date



Department of Urban Development Community Development Division

owner:
ress:
ect Type:
ial Classifications:
tract Date:
ractor:

457 Buschman Street

☐ Rehab
☒ Repair
☐ N/A
☐ Lead

☐ Special Project
☐ Historic District
☐ Asbestos

☐ Adopt A Home
☐ 50 Years +
☐ World Changers
☐ Flood Zone

Phone:

Completed and Approved By:
HP Inspector: SJP

Reviewed and Approved By:
Housing Coordinator:
Housing Manager:

Date: 7/14/2023

Date:
Date:

neral Requirements: All repairs are to be performed in accordance with the guidelines and material specifications listed in the City of Hattiesburg’s Housing Rehabilitation and Housing Repair Grants Program Manual for CDBG/HOME, Contractor’s Performance Standards Rehabilitation and the 2018 International Residential Code.

ITEM NO.	WORK DESCRIPTION	ESTIMATED COST
ROOF		
1.	Remove shingles and felt down to the decking	
2.	Replace all deteriorated decking and framing	
3.	Replace all deteriorated soffit and fascia	
4.	Cut out slot for ridge vent	
5.	Install roof edge	
6.	Install new synthetic felt	
7.	Install new pipe boots	
8.	Install 25-year mid-grade architectural shingles	
9.	Install modified roofing	
10.	Install composite roofing	
11.	Install ridge vent and cap	

<<NOTES>>

One leak on in the inside. Leaks on front porch. Gutters need to be addressed on back porch.

Contractor is responsible for walking the roof to identify soft spots and deteriorated decking and/or checking the interior of the structure for leaks and water damage associated with roof deterioration. Call for inspection when shingles and decking is moved.



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 22nd day of August, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Jennifer BOWENS of 718 Woodland Court, 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 **718 Woodland Court** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **718 Woodland Court**, 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 three hundred fifty dollars (\$14,350.00) 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 **718 Woodland Court** 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.

Jennifer Bowens	_____	Date	_____	Homeowner	_____	Date	_____
-----------------	-------	------	-------	-----------	-------	------	-------

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: August 22, 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/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, Jennifer Bowens of 718 Woodland Court, 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), Jennifer Bowens of 718 Woodland Court is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **718 Woodland Court**. 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: August 22, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 718 Woodland Court – Jennifer Bowens

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 **\$14,350.00**. ***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 March, 2023.

Jennifer Bowens, Signature

Date

Homeowner, Signature

Date

City of Hattiesburg – Witness

Date

Starter Homes of Mississippi

Date



Department of Urban Development Community Development Division

Homeowner:
Address: 718 Woodland Court
Project Type: ☐ Rehab ☒ Repair ☐ Special Project ☐ Adopt A Home ☐ World Changers
Special Classifications: ☐ N/A ☐ Historic District ☐ 50 Years + ☐ Flood Zone
☐ Lead ☐ Asbestos

Phone:

WORK WRITE-UP
Completed and Approved By:
HP Inspector: SJP Date: 6/14/2023
Reviewed and Approved By:
Housing Coordinator: Date:
Housing Manager: Date:

General Requirements: All repairs are to be performed in accordance with the guidelines and material specifications listed in the City of Hattiesburg’s Housing Rehabilitation and Housing Repair Grants Program Manual for CDBG/HOME, Contractor’s Performance Standards for Rehabilitation and the 2018 International Residential Code.

ITEM NO.	WORK DESCRIPTION	ESTIMATED COST
ROOF		
1.	Remove shingles and felt down to the decking	
2.	Replace all deteriorated decking and framing	
3.	Replace all deteriorated soffit and fascia	
4.	Cut out slot for ridge vent	
5.	Install roof edge	
6.	Install new synthetic felt	
7.	Install new pipe boots	
8.	Install 25-year mid-grade architectural shingles	
9.	Install ridge vent and cap	
Total Cost:		

<<NOTES>>

Leaks on the inside. Steep roof. 2 layers of shingles. Trim trees

***Contractor is responsible for walking the roof to identify soft spots and deteriorated decking and/or checking the interior of the structure for leaks and water damage associated with roof deterioration. Call for inspection when shingles and decking is removed.





CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 22nd day of August, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Betsy A. Gray of 106 Townsend 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 **106 Townsend Street** Project by the Housing Programs Inspector, said work to be preformed on the structure(s)/property located at **106 Townsend 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 fourteen thousand five hundred fifty-five dollars (\$14,555.00) 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 **106 Townsend 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.

Betsy A. Gray

Date

Homeowner

Date

City of Hattiesburg, Mississippi

Contractor

By:

Toby Barker, Mayor

By:

Date: August 22, 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, **Betsy A. Gray of 106 Townsend 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), **Betsy A. Gray of 106 Townsend Street** is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **106 Townsend 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: August 22, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 106 Townsend Street – Betsy A. Gray

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 **\$14,555.00**. ***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 March, 2023.

Starter Homes of Mississippi		Date
Betsy A. Gray, Signature	Date	Homeowner, Signature
City of Hattiesburg – Witness		Date



CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Emergency Repair Roof Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 22nd day of August, 2023 and between the City of Hattiesburg Community Development Division (COHCDD) Emergency Repair Roof Initiative Program (ERRIP) and Dorothy Smith of 916 Roby 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 **916 Roby Street** Project by the Housing Programs Inspector, said work to be performed on the structure(s)/property located at **916 Roby 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 ten thousand three hundred fifteen dollars (\$10,315.00) 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 previously 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 **916 Roby 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.

Dorothy Smith

Date

Homeowner

Date

City of Hattiesburg, Mississippi

Contractor

By: Toby Barker, Mayor

By:

Date: August 22, 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, Dorothy Smith of 916 Roby 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), **Dorothy Smith of 916 Roby Street** is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **916 Roby 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: August 22, 2023

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR EMERGENC REPAIR ROOF PROGRAM
WORK AGREEMENT

For Roof Repair Work At: 916 Roby Street – Dorothy Smith

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 **\$10,315.00.** ***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 March, 2023.

Dorothy Smith, Signature

Date

Homeowner, Signature

Date

City of Hattiesburg – Witness

Date

Starter Homes of Mississippi

Date



Department of Urban Development Community Development Division

Homeowner:

Address: 916 Roby Street

Project Type: ☐ Rehab ☐ Repair ☐ Special Project ☐ Adopt a Home ☐ World Changers HP Inspector: SJP Date: 6/14/23

Special Classifications: ☐ N/A ☐ Historic District ☐ 50 Years + ☐ Flood Zone ☐ Lead ☐ Asbestos

Contract Date:

Contractor:

Phone:

Completed and Approved By:

Reviewed and Approved By:

Housing Coordinator: Date:

Housing Manager: Date:

General Requirements: All repairs are to be performed in accordance with the guidelines and material specifications listed in the City of Hattiesburg's Housing Rehabilitation and Housing Repair Grants Program Manual for CDBG/HOME, Contractor's Performance Standards Rehabilitation and the 2018 International Residential Code.

ITEM NO.	WORK DESCRIPTION
<u>ROOF</u>	
1.	Remove shingles and felt down to decking
2.	Replace all deteriorated decking and framing
3.	Replace any deteriorated soffit and fascia
4.	Cut out slot for ridge vent
5.	Install roof edge
6.	Install new synthetic felt
7.	Install new pipe boots
8.	Install modified roof where needed
9.	Install ridge vent and cap
10.	Install 25-year mid-grade architectural shingles

<<NOTES>>

ROOF HAS NO SOFT SPOTS. DIP IN KITCHEN AND HALL. PATCH WORK DONE. LEAKS ON FRONT PORCH.

*** Contractor is responsible for walking the roof to identify soft spots and deteriorated decking and/or checking the interior of the structure for leaks and water damage associated with roof deterioration. Call for inspection when shingles and decking is removed.





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, August 22, 2023
Re: Approve Memorandum of Agreement between Southeast Mississippi Rural Health Initiative, Inc. and the City of Hattiesburg for the LeadSafe Hattiesburg program and authorize the Mayor to execute in triplicate.
File Number: 2023-536
Minute Book #

Summary

Approve Memorandum of Agreement between Southeast Mississippi Rural Health Initiative, Inc. and the City of Hattiesburg for the LeadSafe Hattiesburg program and authorize the Mayor to execute in triplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 22, 2023 City Council meeting for consideration.

Memorandum of Agreement

This agreement is made and entered into effective as of **August 22, 2023**, between **Southeast Mississippi Rural Health Initiative, Inc.** (hereinafter referred to as “SEMRHI”) and the **City of Hattiesburg, Community Development Division** (hereinafter referred to as “City”).

WHEREAS, SEMRHI is a Health Center Program grantee under Section 330 of the Public Health Service Act (42 U.S.C. §254b) funded through the Health Resources and Services Administration/Bureau of Primary Health Care (HRSA/BPHC) of the U.S. Department of Health and Human Services for the provision of Primary Health Care to the underserved population in south Mississippi, operating from its administrative site at 5488 US Hwy 49, Hattiesburg, Mississippi, 39403.

WHEREAS, the City of Hattiesburg, Community Development Division is supported by funding from the U.S. Department of Housing and Urban Development (HUD) to implement the LeadSAFE Hattiesburg program, which is a lead hazard reduction program for income-eligible residents who live within the city limits of Hattiesburg, Mississippi, specifically zip codes 39401, 39402, 39403, and 39404.

WHEREAS, SEMRHI and the City of Hattiesburg, Community Development Division wish to enter into an agreement to provide lead testing for participants of the LeadSAFE Hattiesburg program. Now, therefore, the parties agree to the following:

1. Services

a. The City agrees:

- i. To refer residents enrolled in the LeadSAFE Hattiesburg program to SEMRHI for testing of lead levels.

b. SEMRHI agrees:

- i. To accept patient referrals from the LeadSAFE Hattiesburg program and to perform lead level testing at the following four SEMRHI sites: **Hattiesburg Family Health Center; Hattiesburg High School and Community Clinic; Hattiesburg Public School and Community Clinic; and N.R. Burger School and Community Clinic.**
- ii. To send lead level test results to the Mississippi State Department of Health.

- 2. Confidentiality.** Both parties acknowledge that they will acquire access to confidential information of special and unique value because of this agreement. Both parties agree that all use and disclosure of patient/participant health and medical information to which it has access comply with applicable state and federal privacy laws. The parties, therefore, agree to take all necessary steps to protect the confidentiality of any patient/participant health and medical information to which it has access to comply with applicable state and federal privacy laws. Both parties will comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing rules and regulations.

3. **Compliance.** SEMRHI shall be familiar with and comply with all laws and regulations governing the practice of medicine, completion and confidentiality of patient's charts or records, and the prescribing, storage and control and use of medications as applicable to the duties under the Agreement, and shall comply with laws, regulations and requirements of Medicare, Medicaid and other payors. Both parties shall not discriminate against patients based on race, religion, national origin, age, sex, handicap or source of payment.
4. **Records.** SEMRHI shall document each patient encounter in the patient's electronic medical record at SEMRHI. All such documentation shall be completed in a timely manner. All patient records created during this Agreement shall remain the property of SEMRHI subject to the rights of patients therein. Both parties shall establish and keep detailed records supporting the performance of services pursuant to this Agreement.
5. **Professional Liability Insurance.** SEMRHI, an organization funded under the Health Center Program pursuant to section 330 of the Public Health Service (PHS) Act (42 U.S.C. 254b), as amended, is covered by the Federal Tort Claims Act (FTCA). Under section 224 of the PHS Act (42 U.S.C. § 233), as amended by the Federally Supported Health Centers Assistance Act of 1992 and 1995, employees of eligible health centers may be deemed as federal employees for the purposes of liability protections under the FTCA for acts or omissions in the performance of medical, surgical, dental, or related functions resulting in personal injury, including death, and occurring within the scope of employment (including within the approved scope of project). In addition to FTCA coverage, SEMRHI maintains additional liability coverage for its Directors and Officers. Each party shall defend and indemnify the other, and their respective agents and employees ["the indemnified party (ies)"] against liability for any claim which may be asserted against the indemnified party (ies) solely as a result of negligence or other wrongdoing by the indemnifying party in its performance of its obligations under this Agreement to the extent such is allowable under applicable law. The indemnifying party shall further hold the indemnified party (ies) harmless from all expenses associated with any such claim, including reasonable attorney's fees. No duty to defend or indemnify shall exist where the indemnified party is guilty of negligence, willful misconduct, breach of contract, or other wrongdoing proximately causing or contributing to the damages sought by a claimant or as otherwise prohibited under the applicable law.

The City of Hattiesburg maintains current liability insurance and blanket coverage as a municipality.

6. **Invoicing and Payment.** SEMRHI and the City agree to the fee schedule as outlined in **Appendix A.** SEMRHI agrees to honor its established Sliding Fee Discount Schedule, which is updated annually. Furthermore, if a patient has insurance, SEMRHI agrees to bill a patient's insurance first. Any outstanding patient fees will be billed to the City of Hattiesburg, Community Development Division.
7. **General.** This Agreement is the entire agreement of the parties with respect to the subject matter hereof. No amendments or waivers of any terms herein shall be binding unless in writing and signed by both parties. However, if any clause or provision herein is

determined by a court to be illegal or void, such illegal provision shall be automatically deleted, and the remainder of the agreement shall remain in effect. Neither party may assign this Agreement without prior written consent of the other party.

8. **Independent Contractor.** The parties' relationship is that of independent contractors, and not of agency or partnership. Nothing contained in the agreement or in the dealings of the parties shall operate to create between the parties any partnership, association, joint venture, or other like relationship. In no event shall either party be answerable to any third party for the acts or omissions of the other party.
9. **Terms and termination.** This Agreement shall commence on **August 22, 2023**, and be in effect until the end of the LeadSAFE Hattiesburg program on **May 31, 2025**. Either party may terminate this Agreement or cancel any portion of the services upon 30 days prior written notice.

In Witness whereof, the parties have executed this Agreement as of this the _____ day of _____, 2023.

Southeast Mississippi Rural Health Initiative, Inc.

City of Hattiesburg

Janice Robinson
Chief Executive Officer

The Honorable Toby Barker
Mayor

APPENDIX A: Schedule of Fees

If a referred patient is an existing patient of SEMRHI, the following fees apply for the provision of lead level testing services.

- **\$50** to conduct one lead-level test in-house at one of the SEMRHI clinics listed in paragraph 1(b) of this agreement.
- **\$10** to retrieve blood from the patient via fingerstick to conduct a lead-level test.

If the results from the in-house lead-level test are abnormal, additional testing will be required via an external lab (e.g., LabCorp). The following fees apply.

- **\$50** to conduct one confirmatory lead-level test.
- **\$25** to retrieve blood from the patient via venipuncture and send blood to an outside lab to conduct a confirmatory lead-level test.

If a referred patient is NOT an existing patient of SEMRHI, in addition to the fees listed above, an additional **\$100** charge will be assessed so patient can see a SEMRHI provider.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Chief of Police

cc: Kermas Eaton, City Clerk

Date: Tuesday, August 22, 2023

Re: Approve Memorandum of Agreement between the Mississippi Bureau of Narcotics (MBN) and the Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the Hattiesburg Police Department (LEO) shall begin on January 1, 2023 and shall not extend beyond December 31, 2023 unless the period is extended by written modification to this agreement and authorize the Mayor to execute the same.
File Number: 2023-534
Minute Book #

Summary

Approve and execute the Memorandum of Agreement between the Mississippi Bureau of Narcotics (MBN), the Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA), and the Hattiesburg Police Department.

Recommendation Statement

I am recommending approval of this agreement.

Please place this on the August 22, 2023 City Council meeting for consideration.

FEDERAL GRANT NO. G23-GC0003A
MBN GRANT REPT. CT. NO. : _____
DUNS NO. : 079448130

MEMORANDUM OF AGREEMENT
BETWEEN THE
MISSISSIPPI BUREAU OF NARCOTICS
AND THE
MISSISSIPPI GULF COAST HIGH INTENSITY
DRUG TRAFFICKING AREA
AND THE
HATTIESBURG POLICE DEPARTMENT

This Agreement between the Mississippi Bureau of Narcotics (MBN), Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the **HATTIESBURG POLICE DEPARTMENT** (LEO) shall begin on 01/01/2023 and shall not extend beyond 12/31/23 unless the period is extended by written modification to this Agreement.

WHEREAS, MBN has been designated as the fiscal agent for the State of Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through MBN.

NOW THEREFORE, MBN, HIDTA and LEO hereby agree to the disbursement of HIDTA funds in the amount of \$ 19,547.00 to the resource recipient, LEO, under the following terms and conditions:

1. LEO agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).
2. LEO agrees to abide by and be bound by the attached approved budget (Appendix A) for purchases including future reprogramming requests as approved by MBN and Gulf Coast

HIDTA. All reprogramming requests shall be submitted via e-mail to the Mississippi Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the MBN financial office through the HIDTA State Director of Operations at the following address by the 10th of the following month:

**Tonya Moore, Accounting Director
Mississippi Department of Public Safety
P.O. Box 958
Jackson, MS 39205**

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Mississippi Gulf Coast HIDTA State Director no later than the 15th day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (LEO) agrees to complete all applicable items in Appendix C and return to MBN along with the signed agreement.

5. The parties agree and understand that MBN is not responsible for any purchases or actions of LEO in violation of the grant agreement or budget.

6. MBN agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into MBN special revenue funds.

7. LEO agrees to reimburse MBN for any purchase paid by MBN which is later disallowed after audit or financial review.

8. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative

dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or when appropriate, private mediators.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.


Steve Maxwell
Acting Director, Mississippi Bureau of Narcotics
Jordan McMichael | General Counsel
Mississippi Department of Public Safety
Tony Sauro
State Director, Mississippi Gulf Coast HIDTA

Mayor Toby Barker
City of Hattiesburg, Mississippi

APPENDIX A of MOA

Hattiesburg PD

2023 Expenditure Plan *

Hattiesburg Police Department	Overtime	19,800.00	19,800 for TFO
Hattiesburg Police Department	Services	8,400.00	
		28,200.00	

* Expenditure Plan is for the calendar year 2023, and may be comprised of unexpended balances from previous years Awards

2023 Awarded Budget

Forrest County Major Investigations Team	MBN	Hattiesburg Police Department	Overtime	\$11,147
Forrest County Major Investigations Team	MBN	Hattiesburg Police Department	Services	\$8,400
	MBN-Hattiesburg Police Department			\$19,547

Total 2023 Award: \$19,547

DETAILED EXPENDITURE WORKSHEET



Award #: _____

Agency: _____

Period: _____

Initiative: _____

From: _____

To: _____

Code	Description	Amount This Period
PERSONNEL	Regular salary, including vacation and holiday, paid to agency employees	_____
FRINGE	FICA, Retirement, Health, Life, Dental, Other Fringe Benefits paid in accordance with agency policies	_____
OVERTIME	Overtime paid to agency employees	_____
TRAVEL	Operational (Witness interview & Managerial meetings), Seminars, Conferences/Training/Local travel costs, including transportation, lodging, meals, and incidentals	_____
FACILITIES	.Lease of office space, warehouse, and other facilities .Facilities-related services, including Utilities (electricity, water, sewer, garbage), Janitorial & Alarm, and Improvements/Upgrades/Maintenance (e.g., repairs, fumigation)	_____
SERVICES	.All lease/rental of equipment (all phones (local/long distance charges), pagers, radios, copiers, vehicles, computers, data lines, audio/visual) .Contractual services [Workforce under contract for specific project, Consultants (computer, investigative, litigation), Photo processing] .Insurance (planes, vehicles, professional) .Repairs/Maintenance (all except facilities) - service agreements .Training/Tuition (fees, course-related books & supplies) .Training/Tuition (fees, course-related books & supplies)	_____
EQUIPMENT	Purchase of Equipment [Communications (audio, phones, pagers, radios); Office (furniture, computer work stations, computers & accessories, copiers, fax machines, & others); Surveillance (electronics, specialized audio/phone, equip., lens, scopes, night vision, pen register, automatic dialed number recorder); Photo (cameras, lenses, and related equipment); Transportation (vehicles, vans, planes, boats, motorcycles, accessories); Video (video & infrared/night vision cameras and lenses, microwave, monitor, VCR, transmitter, others)]	_____
SUPPLIES	Books, directories, subscription to journals, etc.; Computer software/updates, and supplies (paper, toner, etc.); Vehicle fuel, lubricants, repair parts; Uniforms, safety glasses, riot equip.; Films, office and analytical supplies)	_____
OTHER COSTS	Purchase of Information/Evidence; Items not covered elsewhere	_____

\$ _____

Appendix B



Gulf Coast
High Intensity Drug Trafficking Area

3838 North Causeway Boulevard · Suite 1900 Metairie, Louisiana 70002 · Phone (571) 362-4851 Fax (571) 362-4915

Agency
Address

HIDTA Initiative
Period From
To

Contact Person

Phone

	A	B	C	D	E					
Employee Name	OT hrs. this period	Is the officer eligible for agency overtime? Yes/No	Case Number or DHE Operation Number	OCDET case? Yes/No	Current claim					
Appendix B										
TOTALS	0.00				\$0.00					

I certify to the best of my knowledge that the above is correct: all outlays were for the purposes set forth in the grant agreement or any other agreement; that they were made in accordance with the grant or other agreement conditions

Signature of Authorized Representative of Requesting Agency _____

Signature of HIDTA Initiative Supervisor _____

Print name and Title:	Print name and Title:
_____	_____
_____	_____



High Intensity Drug Trafficking Area

3838 North Causeway Suite 1900 - Metairie, Louisiana 70002 - Phone(504) 840-1400 - Fax (504) 840-1406

VEHICLE ALLOWANCE

AGENCY: _____

GC HIDTA INITIATIVE: _____

GRANT #: _____

MONTH/ YEAR: _____

DESCRIPTION OF VEHICLE DRIVEN BY FULL-TIME GC HIDTA AGENT(S) SEEKING ALLOWANCE:

	Make	Model	Year	VIN:	Beginning/ Ending/ Total driven/ driver's name
1.					0
2.					0
3.					0
4.					0
5.					0
6.					0
7.					0
8.					0
9.					0
10.					0

Names of full-time Agents Assigned from your department during this reporting period.
(NOTE: List all sworn officers assigned full-time to all GCHIDTA Initiatives).

1. _____
2. _____
3. _____
4. _____
5. _____

9. _____ 14. _____
10. _____ 15. _____

Appendix B

AMOUNT CLAIMED:

\$2,100.00

Name of Agency Certifying Official

Signature of Employee

Signature of Initiative Supervisor

Signature of State Director

Appendix C

CERTIFICATION REGARDING LOBBYING

Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of \$100,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Authorized Official

Date

Title



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Adam Moore, Grants Coordinator
cc:
Date: Tuesday, August 22, 2023
Re: Acknowledge receipt of grant award from the Federal Emergency Management Agency FY 2022 Assistance to Firefighters Grant (EMW-2022-FG-01196), in the amount of \$56,477.27 with a local match of \$5,647.73 for a total project cost of \$62,125.00 for the purchase of equipment for the Hattiesburg Fire Department.
File Number: 2023-537
Minute Book #

Summary

FY2022 Assistance to Firefighters Grant

Recommendation Statement

I recommend the acknowledgement of receipt grant award from Federal Emergency Management Agency FY 2022 Assistance to Firefighters Grant (EMW-2022-FG-01196), in the amount of \$56,477.27 with a local match of \$5,647.73 for a total project cost of \$62,125.00 for the purchase of equipment for the Hattiesburg Fire Department.

Please place this on the August 22, 2023 City Council meeting for consideration.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/02/2023



Barry Collins
HATTIESBURG CITY CLERK
PO BOX 1898
HATTIESBURG, MS 39403

EMW-2022-FG-01196

Dear Barry Collins,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$56,477.27 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$5,647.73 for a total approved budget of \$62,125.00. Please see the FY 2022 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2022 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS

Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2022 Assistance to Firefighters Grant

Recipient: HATTIESBURG CITY CLERK

UEI-EFT: N4XZJLJ9AVM1

DUNS number: 079448130

Award number: EMW-2022-FG-01196

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$62,125.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$56,477.27
Non-federal	\$5,647.73
Total	\$62,125.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2022 AFG NOFO.

Approved request details:

Equipment

Air Compressor/Cascade/Fill Station (Fixed or Mobile) for filling SCBA

DESCRIPTION

SCBA cylinder refill system with a 20-hp, 24-cfm compressor, (4) 6000 psi air storage cylinders, air purification system, air management panel, and a three-cylinder containment fill station.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$62,125.00	\$62,125.00	Equipment

Agreement Articles

Program: Fiscal Year 2022 Assistance to Firefighters Grant

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipients State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 24	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 25	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans
Article 26	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.
Article 27	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 32	Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 33	Reporting Subawards and Executive Compensation Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 34	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was

manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 38	Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Article 49**EHP Compliance Review Required**

Under the Modification to a Facility, Equipment, or a component in the Wellness and Fitness Activity, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY22 Assistance to Firefighters Grant funds in support of the Modification to Facility, Equipment or a component in the Wellness and Fitness Activity that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY22 Assistance to Firefighters Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY22 Assistance to Firefighters Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or FireGrants@fema.dhs.gov to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

Obligating document

1. Agreement No. EMW-2022-FG-01196	2. Amendment No. N/A	3. Recipient No. 646000432	4. Type of Action AWARD	5. Control No. WX01191N2023T		
6. Recipient Name and Address HATTIESBURG CITY CLERK 200 FORREST ST HATTIESBURG, MS 39401		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Barry Collins		9a. Phone No. 6016410371	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 08/02/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/09/2023 to 08/08/2025 Budget Period 08/09/2023 to 08/08/2025		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2023-F2-GB01 - P410-xxxx-4101-D	\$0.00	\$56,477.27	\$56,477.27	\$5,647.73
Totals			\$0.00	\$56,477.27	\$56,477.27	\$5,647.73
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	08/02/2023



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Hunter White, Deputy Director

cc:

Date: Tuesday, August 22, 2023

Re: Acknowledge receipt of funding assistance from the U.S. Army Corp of Engineers under the Section 592 Mississippi Environmental Infrastructure Resource Protection and Development Program for improvements to infrastructure related to drainage and stormwater control and authorize the Mayor to execute all necessary agreements upon preparation for related purposes.
File Number: 2023-544
Minute Book #

Summary

Recommendation Statement

I recomend approval of this item.

Please place this on the August 22, 2023 City Council meeting for consideration.

**ARMY CIVIL WORKS PROGRAM
FY 2023 WORK PLAN - CONSTRUCTION**

STATE	DIVISION	BUSINESS PROGRAM	PROGRAM NAME	FY 2023 BUDGET	FY 2023 EXPLANATORY STATEMENT AMOUNT	ADDITIONAL WORK PLAN AMOUNT (FY23 Omnibus E&W Appropriations Division N)	TOTAL FY 2023 ALLOCATION	LINE ITEM OF ADDITIONAL FUNDING 1/	SUMMARY OF WORK TO BE ACCOMPLISHED WITH CONFERENCE ALLOCATION	SUMMARY OF WORK TO BE ACCOMPLISHED WITH FUNDING POT ALLOCATION
AK	POD	NHD	UNALASKA (DUTCH HARBOR) CHANNELS, AK		\$25,600,000	\$3,500,000	\$29,100,000	4	NEW START: Initiate Construction	Complete Construction and Fiscally Closeout the project
AR	SWD	NIH	MCLELLAN-KERR ARKANSAS RIVER NAVIGATION SYSTEM, 12-FT NAVIGATION CHANNEL, AR & OK		\$10,000,000		\$10,000,000		Deepen Navigation Channel to 12 LF (FED Portion) (\$6,500,000); Deepen Navigation Channel to 12 LF (IWTF) (\$3,500,000)	
AZ	SPD	EI	WESTERN RURAL WATER, AZ, ID, MT, NV, NM, UT & WY			\$125,000	\$125,000	7		Tertiary Filter Renovation at Sandpiper WWTP - Effluent Reuse Project (\$12,000); Injection Wells at WWTP - Aquifer Recharge Project (\$14,000); Keys #1 Lift Station 4" Force Main Replacement (\$3,000); Keys #1 and #2 Lift Station Rehabilitation Project (\$7,000); Construction of Aquifer Recharge Facility (\$89,000)
AZ	SPD	EI	WESTERN RURAL WATER, AZ, ID, MT, NV, NM, UT & WY			\$23,000	\$23,000	7		SECTION 595 Program Coordination
AZ	SPD	EI	WESTERN RURAL WATER, AZ, ID, MT, NV, NM, UT & WY (ARIZONA ENVIRONMENTAL INFRASTRUCTURE, AZ)		\$5,550,000		\$5,550,000		City of Globe ADOY Yard to Fairgrounds, water line replacement (\$600,000); City of Globe citywide sewer study (\$750,000); City of Globe Hagen Water Tank Repair (\$750,000); City of Tempe Kyrene Water Reclamation Facility and Groundwater Recharge Project (\$3,450,000)	
AZ	SPD	EI	WESTERN RURAL WATER, AZ, ID, MT, NV, NM, UT & WY (ARIZONA ENVIRONMENTAL INFRASTRUCTURE, AZ- CITY OF DOUGLAS)		\$2,175,000		\$2,175,000		City of Douglas Water and Sewer Infrastructure, including a new water well, storage tank, and distribution pumps	
AZ	SPD	EI	WESTERN RURAL WATER, AZ, ID, MT, NV, NM, UT & WY (ARIZONA ENVIRONMENTAL INFRASTRUCTURE, AZ- FORT TUTHILL)		\$3,300,000		\$3,300,000		Fort Tuthill replacement of old water and sewer lines for tie-in to a new system	
CA	SPD	EI	ALAMEDA AND CONTRA COSTA COUNTIES, CA		\$4,200,000		\$4,200,000		Extend recycled water pipeline for the Emeryville-Albany Pipeline	
CA	SPD	FDRR	AMERICAN RIVER COMMON FEATURES, NATOMAS BASIN, CA	\$172,700,000	\$63,702,000		\$63,702,000		Reach A Construction (\$10,000,000); Reach F and G Construction (\$6,529,000); Reach E Construction (\$47,173,000)	
CA	SPD	ENR	AMERICAN RIVER WATERSHED (FOLSOM DAM RAISE), CA		\$3,058,000		\$3,058,000		Complete Construction of Temperature Control Shutters	
CA	SPD	EI	CALAVERAS COUNTY, SECTION 219, CA		\$1,000,000		\$1,000,000		Wastewater plant upgrades, such as rehabilitation of tertiary filters, new disinfection channel, and new UV disinfection equipment.	
CA	SPD	EI	DESERT HOT SPRINGS, SECTION 219, CA		\$800,000		\$800,000		Initiate construction of Groundwater Quality Protection Program	
CA	SPD	ENR	HAMILTON AIRFIELD WETLANDS RESTORATION, CA		\$500,000		\$500,000		Continue Bel Marin Keys Unit V (BMKV), Phase 2 of the Hamilton Wetlands Restoration Project	
CA	SPD	FDRR	MURRIETA CREEK, CA		\$8,500,000		\$8,500,000		Phase 2B Construction	
CA	SWD	FDRR	PRADO DAM, CA (DAM SAFETY)	\$50,000,000	\$50,000,000		\$50,000,000		Electrical and Communications Relocations (\$7,500,000); Noise Abatement and Site Clearing Contract (\$5,000,000); Environmental Mitigation (\$11,500,000); Award Contract for Bulkheads (\$3,000,000); Continue Planning, Engineering and Design and project management (\$13,750,000); AE Service Contract (\$9,250,000)	
CA	SPD	EI	SACRAMENTO AREA ENVIRONMENTAL INFRASTRUCTURE (ORANGEVALE), CA		\$2,000,000		\$2,000,000		Design and construction for water treatment, including supporting a groundwater well in Orangevale, CA	
CA	SPD	FDRR	SAN JOAQUIN RIVER BASIN, LOWER SAN JOAQUIN, CA	\$40,000,000	\$5,000,000	\$5,000,000	\$10,000,000	2	Designs for Calaveras River Right Bank Levee Reaches Design (CR10R through CR40R)	Design RD 404 and Duck Creek
CA	SPD	EI	SOUTH PERRIS, CA			\$4,522,000	\$4,522,000	7		Blackish Transmission Pipeline Construction Phase 2 for South Perris Valley Boulevard and Murrieta Road
CA	SPD	EI	TAHOE BASIN RESTORATION 108			\$100,000	\$100,000	7		Continue Reimbursement (AIS Ph II)
CA	SPD	EI	TOLOWA DEE-NATION WASTEWATER IMPROVEMENT (EI) PROJECT			\$500,000	\$500,000	7		Connect 150+ lower-income homes to the regional wastewater system, replacing the current outdated, lagoon wastewater system. Project includes expanding Wastewater Treatment Plant, replacing & extending collection system, including 2 new lift stations
CA	SPD	FDRR	WEST SACRAMENTO, CA	\$79,701,000	\$72,313,000		\$72,313,000		Sacramento River North Design (\$5,400,000); Sacramento River North Construction (\$55,000,000); Lock Closure Levee Design (\$2,301,000); Yolo Bypass North Levee (\$9,612,000)	
DE	NAD	FDRR	DELAWARE COAST PROTECTION, DE		\$150,000	\$700,000	\$850,000	3	Reimbursement to State of Delaware for Operation and Maintenance of the Plant (\$120,000); Monitoring (\$30,000)	Reimbursement to State of Delaware & Monitoring
FL	SAD	EI	FLORIDA KEYS WATER QUALITY IMPROVEMENTS, FL		\$5,694,000		\$5,694,000		Reimbursement package for municipalities of Key Largo, Islamorada and Marathon	
FL	SAD	NHD	PORT EVERGLADES HARBOR DEEPENING, FL			\$9,560,000	\$9,560,000	4		Complete reimbursement to Non-FED Sponsor
FL	SAD	ENR	SOUTH FLORIDA ECOSYSTEM RESTORATION, FL	\$406,982,000	\$446,982,000	\$5,000,000	\$451,982,000	6	CERP Biscayne Bay Coastal Wetlands (\$10,600,000); Contract 4 L31E Flow way (\$2,100,000); Contract 5a L31E Flow way PS S-705 and Gated Culvert (\$3,000,000); Contract 5b L-31E Flow way PS S-703 Spreader Channel (\$2,000,000); Contract 5c L-31E Flow way Pump Station S-710/711 (\$3,000,000); Project Oversight (\$250,000); Cutler Wetlands Construction Oversight (\$250,000); CERP Broward County Water Preserve Area (\$6,000,000); Project Oversight (\$600,000); C-11 Impoundment Plans & Specifications (\$5,000,000); WCA 3A/3B Plans & Specifications (\$500,000); CERP C-111 South Dade (\$1,750,000); Project Oversight and Real Estate Review (\$250,000); Design S-332C (\$1,500,000); CERP Indian River Lagoon South (\$26,850,000); C23/24 North and South Reservoir Plans and Specifications design (\$4,000,000); OTMP for C-44 Reservoir Component (\$4,000,000); Construction Oversight (\$16,600,000); Sponsor Construction Oversight (\$250,000); Construction Project Oversight (\$2,000,000); CERP C-43 West Basin Storage Reservoir (\$1,600,000); Oversight of Sponsors Construction (\$1,600,000); CERP Central Everglades Planning Project (CEPP) (\$374,880,000); Project Oversight (\$800,000); CEPP South Contract 1 Option (\$26,000,000); CEPP South Reprocurve Contract 1 (\$43,350,000); CEPP South Contract 3 B S-355W Gated Spillway (\$54,245,000); CEPP New Water Oversight of Sponsors Work (\$440,000); CEPP North Oversight of Sponsors Work (\$1,380,000); CEPP South Plans & Specifications (\$2,200,000); CEPP Everglades Agricultural Area (EAA) (\$244,465,000); CEPP Everglades Agricultural Area Contract 11A Embankment (\$204,910,000); CEPP Everglades Agricultural Area Contract 10A Inflow and Outflow Options (\$15,000,000); CEPP Everglades Agricultural Area Plans & Specifications (\$4,000,000); CEPP Everglades Agricultural Area Oversight of Sponsors Work (1,500,000); CEPP Everglades Agricultural Area Oversight Construction and staging area (\$19,055,000); CERP Lake Okechobee Watershed Restoration Project (\$1,000,000); Sponsor Design Oversight (\$1,000,000); CERP Loxahatchee River Watershed Restoration Project (\$1,500,000); Execute PPA and Initiate Design of Recommended Plan in Chiefs Report (\$1,500,000); CERP Design Program Level Activities (\$12,652,000); Adaptive Assessment and Monitoring (\$5,000,000); Interagency Modeling Center (\$1,500,000); Public Out Reach (\$25,000); Information and Data Management (\$500,000); RECOVER (\$1,500,000); Program Management (\$4,127,000); CERP Picayune Strand Restoration Project (\$7,150,000); Construction Southwest Protection Levee Features (\$2,900,000); Construction Southwest Protection Conveyance Features (\$1,500,000); Canal Plugging (\$1,000,000); Environmental Monitoring (\$750,000); Project Oversight (\$1,000,000); CERP Southern Everglades Project (\$1,500,000); Initiate Project Implementation Report (\$1,500,000); Kissimmee River Restoration (\$6,500,000); Project Oversight and Post Restoration Ecological Monitoring (\$1,500,000)	Kissimmee River Restoration S-69 Weir Repair
FL	SAD	ENR	SOUTH FLORIDA ECOSYSTEM RESTORATION, FL (SOUTHCENTRAL BISCAYNE BAY HYDROLOGIC MONITORING NETWORK)		\$350,000		\$350,000		CERP Design Program Level Activities - A&M Replacement of Instrumentation (\$350,000)	
GA	SAD	EI	ALBANY, GA			\$4,000,000	\$4,000,000		Whitney and Highland Avenue Basin Improvements	
IA	NWD	ENR	MISSOURI RIVER FISH AND WILDLIFE RECOVERY, IA, KS, MO, MT, NE, ND & SD	\$25,211,500	\$25,211,500		\$25,211,500		Yellowstone Intake Fish Passage (\$300,000); BSNP Fish and Wildlife Mitigation Wetland Restoration (\$500,000); Pallid Habitat Implementation (\$6,650,000); Pallid Habitat Implementation 2 (\$809,500); SEC 4003(c) Missouri River Implementation Committee Expense Reimbursement (\$500,000); Missouri River Recovery Implementation Committee (\$2,000,000); Pallid Propagation/Stocking (\$313,000); Pallid Sturgeon Monitoring, Evaluation, and Research (\$7,500,000); Pallid Sturgeon Monitoring, Evaluation, and Research (\$3,500,000); Bird Monitoring, Evaluation, Research (\$1,907,000); Program Management (\$200,000); Bird Habitat Implementation (\$1,032,000)	
ID	NWD	FDRR	LITTLE WOOD RIVER, ID		\$2,300,000		\$2,300,000		Reconstruct existing flood damage reduction channel and bridge	
ID	NWD	EI	WESTERN RURAL WATER, AZ, ID, MT, NV, NM, UT & WY			\$520,000	\$520,000	7		EI Coordination - Section 595 (\$20,000); Rehab wastewater conveyance piping Kimberly, ID (\$500,000)
IL	MVD	ENR	BRANDON ROAD LOOK AND DAM, AQUATIC NUISANCE SPECIES BARRIES, IL	\$47,880,500	\$47,880,500		\$47,880,500		Channel Bedrock Excavation Construction Increment 1 (\$35,561,500); Complete first phase of project design that includes engineered channel, air bubble curtain, acoustic fish deterrent and support facilities (\$12,319,000)	
IL	LRD	EI	COOK COUNTY INFRASTRUCTURE, IL			\$20,000	\$20,000	7		Pre-Agreement for work in Cook County
IL	LRD	EI	COOK COUNTY, IL		\$4,000,000		\$4,000,000		Sewer Improvement Projects in Village of Lansing (\$1,500,000); Village of Flossmoor (\$2,000,000); and Village of East Hazel Crest (\$500,000)	
IL	LRD	EI	COOK COUNTY, IL (CICERO WATER MAIN REPLACEMENT)		\$2,000,000		\$2,000,000		Village of Cicero Water Main Improvement	

**ARMY CIVIL WORKS PROGRAM
FY 2023 WORK PLAN - CONSTRUCTION**

STATE	DIVISION	BUSINESS PROGRAM	PROGRAM NAME	FY 2023 BUDGET	FY 2023 EXPLANATORY STATEMENT AMOUNT	ADDITIONAL WORK PLAN AMOUNT (FY23 Omnibus E&W Appropriations Division N)	TOTAL FY 2023 ALLOCATION	LINE ITEM OF ADDITIONAL FUNDING 1/	SUMMARY OF WORK TO BE ACCOMPLISHED WITH CONFERENCE ALLOCATION	SUMMARY OF WORK TO BE ACCOMPLISHED WITH FUNDING POT ALLOCATION
IL	LRD	AER	DES PLAINES RIVER, IL (PHASE II)		\$11,000,000		\$11,000,000		NEW START – Design, award contract to initiate construction of Pollack Lake and Hastings Creek including S&A.	
IL	MVD	EI	MADISON & ST. CLAIR COUNTIES, IL (CAHOKIA HEIGHTS)		\$3,500,000		\$3,500,000		Initiate and complete initial increment of construction in Cahokia Heights	
IL	MVD	EI	MADISON & ST. CLAIR COUNTIES, IL (WOOD RIVER & BELLEVILLE)		\$3,500,000		\$3,500,000		Initiate and complete Phase 2 construction of Wood River State Street Area sewer separation project	
IL	MVD	NIH / AER	UPPER MISSISSIPPI RIVER - ILLINOIS WATERWAY SYSTEM, IL, IA, MN, MO & WI		\$49,300,000	\$12,379,000	\$61,679,000	6	LaGrange new 1200 FT Lock Design FED Portion (\$32,045,000); LaGrange new 1200 FT Lock Design IWTF Portion (\$17,295,000)	Ecosystem Additional Project Development (\$5,000,000); Project Implementation (\$4,500,000); Passage Construction (\$2,879,000)
IL	MVD	NIH / AER	UPPER MISSISSIPPI RIVER - ILLINOIS WATERWAY SYSTEM, IL, IA, MN, MO & WI			\$6,000,000	\$6,000,000	5		Passage Construction (\$1,500,000); Project Implementation Data Collection (4,500,000)
IL	MVD	ENR	UPPER MISSISSIPPI RIVER RESTORATION, IL, IA, MN, MO & WI	\$55,000,000	\$55,000,000		\$55,000,000		Initiate, continue, and/or complete design, construction, and/or O&M manuals for multiple projects (\$37,900,000); Monitoring (\$5,500,000); Science in Support of Restoration/Management (\$9,350,000); Habitat Evaluation/Monitoring (\$1,275,000); Program Management (\$1,500,000); Regional project sequencing (\$125,000); Adaptive Management (\$200,000); Model Certification/Regional HREP (\$100,000); Public Outreach (\$50,000)	
IN	LRD	EI	CALUMET REGION, IN		\$4,500,000		\$4,500,000		Technical planning, design and construction assistance for environmental infrastructure needs in Lake and Porter Counties, IN	
IN	LRD	FDRR	INDIANA SHORELINE EROSION, IN		\$1,000,000		\$1,000,000		Perform operational analysis to determine suitable beach nourishment grain material and/or modify hydrodynamic conditions impacting shoreline erosion.	
IN	LRD	EI	INDIANAPOLIS, IN		\$500,000		\$500,000		Scoping and review design for the upgrade of the City's Combined Sewer Overflow (CSO) system, a project commonly referred to as "Dig Indy"	
KS	NWD	EI	ATCHISON, KS CSO ENVIRONMENTAL INFRASTRUCTURE		\$500,000		\$500,000		Scoping and design of Atchison KS CSO project	
KS	NWD	FDRR	MANHATTAN, KS			\$9,315,150	\$9,315,150	1		Complete Construction and Fiscally Closeout the project
KY	LRD	EI	SOUTHERN AND EASTERN KENTUCKY ENVIRONMENTAL INFRASTRUCTURE, KY (SECTION 531)			\$1,000,000	\$1,000,000	7		Multiple Environmental Infrastructure projects in Southern and Eastern Kentucky
LA	MVD	NHD	CALCASIEU RIVER AND PASS, LA		\$9,000,000		\$9,000,000		Design and Construct additional capacity between river miles 12 to 17 within the river reach of the Calcasieu River Ship Channel.	
LA	MVD	NIL	J BENNETT JOHNSTON WATERWAY, LA		\$15,500,000		\$15,500,000		Design and Construction for the downstream extension of Opposite Alexandria Front Revetment (\$3,500,000); Fully fund construction for the approach to John H Overton Lock & Dam (\$12,000,000)	
LA	MVD	ENR	LOUISIANA COASTAL AREA ECOSYSTEM RESTORATION, LA	\$4,500,000	\$4,500,000	\$3,846,000	\$8,346,000	6	LCA BUDMAT Calcasieu/Sabine Third and Final Marsh Creation Cell (Site 1C)	CG LCA BUDMAT Mississippi River Outlets At Venice
LA	MVD	FDRR	SOUTHEAST LOUISIANA, LA			\$15,684,850	\$15,684,850	1		Complete 533(d) Report for West of Bayou Segnette Subbasin (\$2,500,000); Partial funding SELA 73 Construction - General De Gaulle to Nolan Canal (Option 1) (\$13,184,850)
LA	MVD	FDRR	SOUTHEAST LOUISIANA, LA			\$30,075,000	\$30,075,000	2		SELA 75 P&S -Donner Canal, Magellan Street to Algiers Outfall Canal (\$5,000,000); SELA 77 Plans and Specifications Nolan Canal (\$4,000,000); Partial funding SELA 73 Construction, General De Gaulle to Nolan Canal (Option 1) (\$1,075,000); SELA 73 Construction - General De Gaulle to Nolan Canal (Option 2-3) (\$20,000,000)
LA	MVD	ENR	SOUTHWEST COASTAL LOUISIANA HURRICANE PROTECTION, LA		\$10,000,000		\$10,000,000		Design during construction 4 Miles Gulf Shoreline Restoration from Calcasieu River to Freshwater Bayou.	
MD	NAD	ENR	ASSATEAGUE ISLAND, MD			\$900,000	\$900,000	6		Mitigate for Sand Losses at Assateague Island
MD	NAD	ENR	CHESAPEAKE BAY ENVIRONMENTAL RESTORATION AND PROTECTION, MD, VA & PA		\$100,000		\$100,000		Pre-Construction activities including initial scoping, PMP, and Agreement Execution for Hoopers Island in Dorchester County, MD.	
MD	NAD	ENR	CHESAPEAKE BAY ENVIRONMENTAL RESTORATION AND PROTECTION, MD, VA & PA (PATRIOT POINT, MD)			\$350,000	\$350,000	6		Develop a scoping report to confirm federal interest in the project; prepare an integrated feasibility report and NEPA document for a shoreline protection and beneficial use of dredged material project in Dorchester County, MD.
MD	NAD	ENR	CHESAPEAKE BAY OYSTER RECOVERY, MD & VA	\$3,500,000	\$7,500,000		\$7,500,000		Reef Design and Site Planning Phase 2 Planktank River (\$400,000); Initiate PED in Tangier Island Virginia (\$1,000,000); Award First Construction Contract Tangier Island (\$1,000,000); Award Second Construction Contract Tangier Island (\$2,000,000); Program Administration and Coordination, Tributary planning in Virginia (\$200,000); Reef Design and site planning for the Great Wicomico Project (\$500,000); Construction 25 acres restoration reef at the Great Wicomico (\$1,100,000); Adaptive Management & Monitoring Design (\$300,000); Adaptive Management & Monitoring Construction (\$1,000,000)	
MD	NAD	ENR	POPLAR ISLAND, MD		\$21,345,000		\$21,345,000		Construction Management, Monitoring and Stakeholder Coordination (\$2,490,000); Dredge Material Inflow (\$18,855,000)	
MI	LRD	EI	MICHIGAN COMBINED SEWER OVERFLOWS		\$6,000,000		\$6,000,000		Design and construction to facilitate separation and rehabilitation of combined sewers, including the replacement of underground facilities, in Lansing, MI	
MI	LRD	NHD	SAULT STE. MARIE (REPLACEMENT LOCK), MI			\$66,971,000	\$66,971,000	4		Chamber Construction Contract Option 2 - New Pump Well Completions
MO	MVD	NIH	MISSISSIPPI RIVER BETWEEN THE OHIO AND MISSOURI RIVERS (REG WORKS), MO & IL	\$10,000,000	\$10,000,000		\$10,000,000		Dogtooth Bend Engineering, Design and Construction including Coordination, EDC and S&A (\$5,000,000); Thompson Bend Debris Barrier Construction (\$4,500,000); Completion of Dogtooth Bend Risk Assessment (\$500,000)	
MS	MVD	EI	DESOTO COUNTY WASTEWATER TREATMENT, MS		\$7,835,000		\$7,835,000		Conversion of existing sludge storage basins to pre-equalization basins (\$2,667,000); upgrade to existing wastewater treatment facility (\$5,168,000)	
MS	SAD	EI	JACKSON COUNTY INDUSTRIAL WATER SUPPLY, MS			\$1,350,000	\$1,350,000	7		Stormwater improvement project for Bayou Ave to Verlon St in city of Moss Point, MS
MS	MVD	EI	MISSISSIPPI ENVIRONMENTAL INFRASTRUCTURE, MS			\$1,100,000	\$1,100,000	7		Execute PPA for Stormwater drainage Improvements for Hattiesburg MS
NC	SAD	EI	NORTH CAROLINA SECTION 5113, NC (BRUNSWICK COUNTY)		\$100,000		\$100,000		Brunswick CO Highway 74/76 Industrial Park Tank, NC Letter Report & Agreement Execution	
NC	SAD	EI	NORTH CAROLINA SECTION 5113, NC (HOLDEN BEACH)		\$100,000		\$100,000		Holden Beach Stormwater Mitigation Project Letter Report & Agreement Execution	
ND	MVD	EI	NORTH DAKOTA ENVIRONMENTAL INFRASTRUCTURE, ND			\$20,000	\$20,000	7		SECTION 594 Environmental Infrastructure Coordination
ND	NWD	FDRR	PIPESTEM LAKE, ND (DAM SAFETY)	\$25,330,000	\$0		\$0			
NJ	NAD	FDRR	BARNEGAT INLET TO LITTLE EGG HARBOR INLET, NJ		\$32,000,000		\$32,000,000		Initiate and complete beach periodic nourishment	
NJ	NAD	FDRR	BRIGANTINE INLET TO GREAT EGG INLET, BRIGANTINE ISLAND, NJ			\$5,000,000	\$5,000,000	3		Periodic Nourishment
NJ	NAD	FDRR	SANDY HOOK TO BARNEGAT INLET, SEA BRIGHT TO MANASQUAN, NJ			\$15,200,000	\$15,200,000	3		Exercise renourishment options; coastal & environmental monitoring of the 21 mile project (Sec 1, 2)
NJ	NAD	FDRR	TOWNSENDS INLET TO CAPE MAY INLET, NJ		\$1,000,000		\$1,000,000		Project Monitoring	
NM	SPD	EI	ACEQUIAS ENVIRONMENTAL INFRASTRUCTURE,NM		\$9,600,000		\$9,600,000		Design and Construction for New Mexico acequias	
NM	SPD	EI	WESTERN RURAL WATER, AZ, ID, MT, NV, NM, UT & WY (NEW MEXICO ENVIRONMENTAL INFRASTRUCTURE, NM)		\$11,000,000		\$11,000,000		Design and construction of Rio Rancho Northwest Water Line (\$5,775,000); Tucuman Hoover Water Tank Replacement (\$3,500,000); Complete design and construction for the Rodarte Water Line project (\$2,000,000)	
NY	NAD	FDRR	BOOB ORCHARD BEACH, BRONX, NY			\$2,675,000	\$2,675,000	3		Partial funding - Orchard Beach Renourishment #1
NY	NAD	ENR	HUDSON-RARITAN ESTUARY, NY & NJ (FRESH CREEK, NY)		\$500,000		\$500,000		Initiate Engineering and Design Fresh Creek Project	
NY	NAD	EI	NEW YORK CITY WATERSHED, NY			\$1,500,000	\$1,500,000	7		Execute PPAs to implement NYC Watershed Projects
OH	LRD	EI	OHIO & NORTH DAKOTA ENVIRONMENTAL INFRASTRUCTURE, OH & ND (SECTION 594)			\$1,000,000	\$1,000,000	7		Execute and complete multiple Environmental Infrastructure projects in the State of Ohio
OH	LRD	EI	OHIO ENVIRONMENTAL INFRASTRUCTURE, SECTION 594, OH (AVON LAKE)		\$1,000,000		\$1,000,000		Design and construction of Avon Lake, OH project	
OH	LRD	EI	OHIO ENVIRONMENTAL INFRASTRUCTURE, SECTION 594, OH (CANFIELD TOWNSHIP)		\$1,000,000		\$1,000,000		Design and construction of Canfield Township, OH project	
OH	LRD	EI	OHIO ENVIRONMENTAL INFRASTRUCTURE, SECTION 594, OH (CLEVELAND)		\$1,000,000		\$1,000,000		Design and construction of Cleveland, OH project	
OH	LRD	REC	OHIO RIVERFRONT, CINCINNATI, OH (PHASE 2)		\$900,000		\$900,000		An Agreement will be prepared and executed with the non-Federal Sponsor and Preparation of a Feasibility Level of Detail Decision Document will be initiated to determine the feasibility of carrying out flood risk reduction, ecosystem restoration and recreation components beyond the initial requirements of the project.	

**ARMY CIVIL WORKS PROGRAM
FY 2023 WORK PLAN - CONSTRUCTION**

STATE	DIVISION	BUSINESS PROGRAM	PROGRAM NAME	FY 2023 BUDGET	FY 2023 EXPLANATORY STATEMENT AMOUNT	ADDITIONAL WORK PLAN AMOUNT (FY23 Omnibus E&W Appropriations Division N)	TOTAL FY 2023 ALLOCATION	LINE ITEM OF ADDITIONAL FUNDING 1/	SUMMARY OF WORK TO BE ACCOMPLISHED WITH CONFERENCE ALLOCATION	SUMMARY OF WORK TO BE ACCOMPLISHED WITH FUNDING POT ALLOCATION
OK	SWD	EI	LUGERT-ALTUS IRRIGATION DISTRICT, OK		\$5,000,000		\$5,000,000		Enclose portion of existing above ground irrigation water distribution system in pipes to decrease water loss and increase system efficiency (\$5,000,000)	
OR	NWD	NHD	COLUMBIA RIVER CHANNEL IMPROVEMENTS, OR & WA		\$4,000,000		\$4,000,000		Advertise and award a construction contract to install 3-pipes (one pressurized of dredged material and two-for return water), penetrating through the levee beneath a county road to access the disposal site. The second action would prepare the Non-federal Sponsor's owned river-side parcel for the use by the pipeline dredge, Dredge Oregon. The third action would prepare half (approximately 50 acres) of the upland site for dredged material placement.	
PA	NAD	AER	CHESAPEAKE BAY ENVIRONMENTAL RESTORATION AND PROTECTION, MD, VA & PA (LITTLE CONESTOGA, PA)			\$300,000	\$300,000	6		Prepare an integrated feasibility report and NEPA document for approximately 4000 linear feet of stream restoration in Lancaster County, PA.
PA	NAD	AER	CHESAPEAKE BAY ENVIRONMENTAL RESTORATION AND PROTECTION, MD, VA & PA (PLUM CREEK, PA)			\$500,000	\$500,000	6		Award an AE task order for the design of approximately 1500 linear feet of stream restoration in Adams County, PA.
PA	NAD	EI	NORTHEAST COUNTIES ENVIRONMENTAL INFRASTRUCTURE			\$1,070,000	\$1,070,000	7		Design bid build sewer line extension Moscow, PA
PA	LRD	EI	SOUTH CENTRAL PENNSYLVANIA ENVIRONMENTAL IMPROVEMENT PROGRAM, PA		\$4,000,000		\$4,000,000		Design and construction projects for South Central Pennsylvania	
PA	LRD	EI	SOUTH CENTRAL PENNSYLVANIA ENVIRONMENTAL IMPROVEMENT PROGRAM, PA (ALLEGHENY COUNTY)		\$2,000,000		\$2,000,000		Sew Mill Run Interceptor 1 of 3 to convey sewage flow	
SC	SAD	NHD	CHARLESTON HARBOR, SC		\$10,000,000	\$440,000	\$10,440,000	4	Reimbursement to South Carolina Ports Authority	Reimbursement to South Carolina Ports Authority
SC	SAD	EI	LAKES MARION & MOULTREE, SC		\$10,511,000	\$5,130,000	\$15,641,000	7	Water Transmission Line - Orangeburg	To initiate work associated with Cameron Supply of the Lake Marion Water Agency.
TN	LRD	NIH	CHICKAMAUGA LOCK, TENNESSEE RIVER, TN	\$25,545,000	\$0		\$0			
TX	SWD	FDRR	CENTRAL CITY, FORT WORTH, UPPER TRINITY RIVER BASIN, TX			\$20,000,000	\$20,000,000	1		Design the modified Central City project
TX	SWD	NHD	CORPUS CHRISTI SHIP CHANNEL, TX (MAIN CHANNEL AND BARGE LANES)	\$157,263,000	\$157,263,000		\$157,263,000		Complete Construction of Inner Harbor (Contract 6a) - Inner Harbor Reach Package 1 of 4 (\$54,500,000); Complete Construction of Inner Harbor (Contract 6b of 7) - Inner Harbor Reach package 2 of 4 (\$13,301,000); Complete Construction of Inner Harbor (Contract 7) - Inner Harbor Reach package 3 of 4 (\$13,680,000); Complete Construction of Inner Harbor Placement Area Work (Contract 7PA) - Inner Harbor Reach package 4 of 4 (\$1,251,000); Initiate and complete Planting (Contract 4 of 7) (\$3,324,000); Complete Construction of Upper Bay (Contract 5) (\$55,843,000); Complete Construction of Barge Shelves (Contract 5a) (\$6,064,000); Initiate and complete Beneficial Use Site 6 (\$9,900,000). Physically and fiscally close out project.	
TX	SPD	EI	EL PASO, TX		\$1,000,000		\$1,000,000		Construction increment of El Paso Desilting Basin	
TX	SWD	NHD	FREEPORT HARBOR CHANNEL IMPROVEMENTS, TX		\$90,660,000		\$90,660,000		Initiate and complete dredging of lower Turning Basin, Channel to Brazosport and new Brazosport Turning Basin (\$16,546,669); Complete dredging of Channel to Upper Turning Basin (\$15,416,664); Initiate and complete dredging of Half of Outer Bar and Jetty Channel Reach (\$58,696,667). Physically and fiscally close out project.	
TX	SWD	NHD	HOUSTON SHIP CHANNEL, TX			\$10,706,000	\$10,706,000	4		Site Preparation - E2 Clinton Placement Area
TX	SWD	NHD	SABINE - NECHES WATERWAY, TX		\$167,402,000		\$167,402,000		Initiate Phase 2 of Sabine Bank Extension Channel Dredging, package 1 of 3 (\$67,319,000); Sabine Bank Channel - package 2 of 4 (\$53,573,000); Sabine Outer Bar Channel - package 3 of 4 (\$15,325,000); Initiate, Sabine Pass Jetty Channel - package 4 of 4 (\$38,185,000); Construction Management (\$3,000,000).	
TX	SWD	EI	TEXAS ENVIRONMENTAL INFRASTRUCTURE PROGRM, TX (BEAR BRANCH DAM MODIFICATION)		\$3,600,000		\$3,600,000		Bear Branch Service Spillway Replacement (\$2,175,000); Bear Branch Soil Cement Repairs (\$1,425,000)	
VA	NAD	NIL	AIWW, BRIDGES AT DEEP CREEK, VA			\$22,373,000	\$22,373,000	4		Complete Construction and Fiscally Close out the project
VA	NAD	ENR	CHESAPEAKE BAY ENVIRONMENTAL RESTORATION AND PROTECTION, MD, VA & PA		\$11,250,000		\$11,250,000		All pre-construction Activities for the benthic site at Money Point located in southern branch of Elizabeth River in Virginia (\$3,000,000); Award Construction Contract at Money Point (\$8,250,000)	
VA	NAD	NHD	NORFOLK HARBOR AND CHANNELS, CRANEY ISLAND, VA		\$30,000,000		\$30,000,000		Dredge Southeast Cell Main Dike Footprint to Remove Unsuitable Foundation Material	
VA	NAD	FDRR	VIRGINIA BEACH, VA (HURRICANE PROTECTION)			\$13,000,000	\$13,000,000	3		Periodic Nourishment with Beneficial Use of Sand from Norfolk Harbor 55-FT Deepening
WA	NWD	ENR	COLUMBIA RIVER FISH MITIGATION, WA, OR & ID				\$47,400,000			
WA	NWD	ENR	COLUMBIA RIVER FISH MITIGATION, WA, OR & ID (COLUMBIA RIVER)	27,300,000	27,300,000	2,950,000		6	WRFM NWP Dexter Adult Fish Facility, package 1 of 2, continue work in conjunction with ILIA funding (\$8M); WRFM NWP Research to Determine Direction (Systemwide), package 1 of 2 (\$14.5M); WRFM NWP Green Peter Injunction Power Supply, package 1 of 2 (\$500,000); WRFM NWP Big Cliff Total Dissolved Gas Modification, package 1 of 2, continue work in conjunction with ILIA funding (\$800,000); WRFM NWP ESA Consultation Requirements, package 1 of 2 (\$400,000); WRFM NWP Operational Fish Passage Measures, package 1 of 2 (\$400,000); WRFM NWP Cougar Regulating Outlet Modification, package 1 of 2, continue work in conjunction with ILIA funding (\$1M); WRFM NWP Willamette Implementation and Adaptive Management Plan, package 1 of 2 (\$50,000); WRFM NWP Lookout Point Deep Drawdown Water Supply (\$950,000); WRFM NWP Foster PIT Detection at Lebanon Dam (\$50,000); WRFM NWP Programmatic Requirements (\$650,000).	WRFM NWP ESA Consultation Requirements, package 2 of 2 (\$100,000); WRFM NWP Cougar Regulating Outlet Modification (\$600,000); WRFM NWP Willamette Implementation and Adaptive Management Plan, (\$250,000); WRFM NWP Detroit Downstream Passage (North Santiam) (\$2,000,000)
WA	NWD	ENR	COLUMBIA RIVER FISH MITIGATION, WA, OR & ID (COLUMBIA RIVER)			12,900,000		5	WRFM NWP Dexter Adult Fish Facility - (\$6,000,000); WRFM NWP Research to Determine Direction (Systemwide), (\$2,500,000); WRFM NWP Green Peter Injunction Power Supply, (\$1,200,000); WRFM NWP Big Cliff Total Dissolved Gas Modification (\$1,000,000); WRFM NWP Operational Fish Passage Measures, (\$200,000); WRFM NWP Foster Adult Fish Facility Deficiency Corrections (\$2,000,000)	
WA	NWD	ENR	COLUMBIA RIVER FISH MITIGATION, WA, OR & ID (WILLAMETTE RIVER)	1,875,000	1,875,000	2,275,000		6	FCRPS NWP Lower Granite Juvenile Fish Facility Completion Contract, package 1 of 2 (\$400,000); FCRPS NWP The Dalles North and East Fish Ladder, package 1 of 2 (\$150,000); FCRPS NWP Monitoring of Avian Predators, package 1 of 2 (\$30,000); FCRPS NWP Ice Harbor Turbine Passage Survival Biological Testing, package 1 of 2 (\$15,000); FCRPS NWP Estuary Habitat Studies (511a), package 1 of 2 (\$40,000); FCRPS NWP Little Goose Adult Ladder Temperature Mitigation, package 1 of 2 (\$40,000); FCRPS Columbia River System Operations (CRSO) (\$60,000); FCRPS NWP Bonneville II Fish Guidance Efficiency (\$600,000); FCRPS NWP Lower Granite Fish Ladder Turn Post Gate (\$50,000); FCRPS NWP Programmatic Requirements (\$350,000); FCRPS NWP Bonneville PIT Prototype Feasibility (\$90,000); FCRPS NWP Programmatic Requirements (\$50,000)	FCRPS NWP Post Construction Performance Standard Evaluations (\$1,200,000); FCRPS NWP The Dalles North and East Fish Ladder, package 2 of 2 (\$50,000); FCRPS NWP Monitoring of Avian Predators, package 2 of 2 (\$40,000); FCRPS NWP Ice Harbor Turbine Passage Survival Biological Testing, package 2 of 2 (\$105,000); FCRPS NWP Estuary Habitat Studies (511a), package 2 of 2 (\$450,000); FCRPS NWP Little Goose Adult Ladder Temperature Mitigation, package 2 of 2 (\$10,000); FCRPS NWP Inland Avian Predation (Caspian Terns) (\$10,000); FCRPS NWP John Day Migration Alternatives Study (\$200,000); FCRPS NWP Bonneville II Fish Ladder Sarpentine Weir (\$200,000)
WA	NWD	ENR	COLUMBIA RIVER FISH MITIGATION, WA, OR & ID (WILLAMETTE RIVER)			100,000		5	FCRPS NWP Lower Granite Juvenile Fish Facility Completion Contract, package 2 of 2 (\$100,000)	
WA	NWD	ENR	DUWAMISH AND GREEN RIVER BASIN, WA		\$2,000,000		\$2,000,000		Initiate and complete Design and Construction of Turley Levee Element	
WA	NWD	FDRR	MOUNT SAINT HELENS SEDIMENT CONTROL, WA	\$3,000,000	\$3,000,000	\$1,500,000	\$4,500,000	2	Toutle River Fish Facility	Toutle River Fish Facility
WA	NWD	ENR	PUGET SOUND NEARSHORE MARINE HABITAT RESTORATION, WA		\$6,000,000		\$6,000,000		NEW START - Contract Award of first construction feature (Shorewood Road) for Duckabush River Estuary Element	
WI	MVD	EI	NORTHERN WISCONSIN ENVIRONMENTAL ASSISTANCE, WI			\$20,000	\$20,000	7		SECTION 154 Program Coordination
WV	LRD	EI	CENTRAL WEST VIRGINIA ENVIRONMENTAL INFRASTRUCTURE, WV		\$10,000,000		\$10,000,000		Execute and complete multiple Environmental Infrastructure projects in the State of West Virginia	
WV	LRD	EI	SOUTHERN WEST VIRGINIA ENVIRONMENTAL INFRASTRUCTURE, WV		\$10,000,000		\$10,000,000		Execute and complete multiple Environmental Infrastructure projects in the State of West Virginia	
XX	NAD	AER	AQUATIC PLANT CONTROL PROGRAM		\$38,000,000		\$38,000,000		Invasive Species Activities (\$600,000); Vegetation Management to Protect Federal Projects from Invasive Species (\$900,000); Inspection Station Upper Colorado (\$3,000,000); Inspection Stations Upper Missouri and South Platte (\$5,000,000); Research on Aquatic Invasive Species related to Expansion based on Climate Change (\$5,000,000); Cost share agreements to control hydrilla, flowering rush, and giant Salvinia (\$10,000,000); Inspection Station Arkansas River (\$3,000,000); Aquatic Plant Control Research Program (RANDO) (\$500,000); Inspection Stations Columbia Basin (\$5,000,000); Invasive Species Monitoring (\$5,000,000)	
XX	HQ	NAV	BENEFICIAL USE OF DREDGED MATERIAL PILOT PROGRAM		\$4,173,000		\$4,173,000		Construct projects for the beneficial use of dredged material whose total cost does not exceed \$10 million.	
XX	HQ	NAV	BENEFICIAL USE OF DREDGED MATERIAL PILOT PROGRAM (HICKORY COVE MARSH AND LIVING SHORELINE, TX (HMTF))		[500,000]		[500,000]		Complete Feasibility Report and Sponsor Agreement for the Section 1122 project.	
XX	HQ	FDRR	CAP - SECTION 103 (GROSSE POINT SHORELINE, MI)		[100,000]		[100,000]			
XX	HQ	FDRR	CAP - SECTION 103 (LAKESHORE DRIVE SEAWALL RESTORATION, MI)		[100,000]		[100,000]			
XX	HQ	FDRR	CAP - SECTION 103 (NORTH BEACH BOARDWALK EROSION CONTROL & SHORELINE RESILIENCY, VA)		[50,000]		[50,000]			

**ARMY CIVIL WORKS PROGRAM
FY 2023 WORK PLAN - CONSTRUCTION**

STATE	DIVISION	BUSINESS PROGRAM	PROGRAM NAME	FY 2023 BUDGET	FY 2023 EXPLANATORY STATEMENT AMOUNT	ADDITIONAL WORK PLAN AMOUNT (FY23 Omnibus E&W Appropriations Division N)	TOTAL FY 2023 ALLOCATION	LINE ITEM OF ADDITIONAL FUNDING 1/	SUMMARY OF WORK TO BE ACCOMPLISHED WITH CONFERENCE ALLOCATION	SUMMARY OF WORK TO BE ACCOMPLISHED WITH FUNDING POT ALLOCATION
XX	HQ	FDRC	CAP - SECTION 103 SHORE PROTECTION		\$1,500,000		\$1,500,000		Construct projects whose total Federal cost does not exceed \$5 million to reduce flood damages from coastal storms.	
XX	HQ	NHS / NHD	CAP - SECTION 107 NAVIGATION PROGRAM		\$6,000,000		\$6,000,000		Study and construct navigation improvement projects whose total cost does not exceed \$10 million	
XX	HQ	NHS / NHD	CAP - SECTION 111 MITIGATION OF SHORE DAMAGES		\$1,000,000		\$1,000,000		Study and construct small projects whose cost does not exceed \$12.5 million to mitigate the littoral impacts of navigation structures and operations.	
XX	HQ	ENR	CAP - SECTION 1135 PROJECT MODIFICATIONS FOR IMPROVEMENT OF THE ENVIRONMENT	\$1,500,000	\$10,500,000		\$10,500,000		Construct environmental modifications to operating Civil Works projects whose total cost does not exceed \$10 million.	
XX	HQ	FDRR	CAP - SECTION 14 (BIA ROUTE 2 NEAR ON THE TREE, SD)		[100,000]		[100,000]			
XX	HQ	FDRR	CAP - SECTION 14 (RING THUNDER ROAD, MELLETT COUNTY, SD)		[100,000]		[100,000]			
XX	HQ	FDRR	CAP - SECTION 14 EMERGENCY STREAMBANK AND SHORELINE PROTECTION		\$11,000,000		\$11,000,000		Construct bank stabilization projects whose total Federal cost does not exceed \$5 million.	
XX	HQ	ENR	CAP - SECTION 204 (HAMPTON ROADS BENEFICIAL USE, VA)		[200,000]		[200,000]			
XX	HQ	ENR	CAP - SECTION 204 BENEFICIAL USE DREDGED MATERIAL (HMTF)		\$10,000,000		\$10,000,000		Construct projects for the beneficial use of dredged material whose total cost does not exceed \$10 million. Projects will be identified at a later date.	
XX	HQ	FDRR	CAP - SECTION 205 (CITY OF SPRINGFIELD, 42ND STREET LEVEE, OR)		[460,000]		[460,000]			
XX	HQ	FDRR	CAP - SECTION 205 (GRAND RAPIDS RIVERFRONT, MI)		[100,000]		[100,000]			
XX	HQ	FDRR	CAP - SECTION 205 (JEFFERSON CHALMERS, MI)		[300,000]		[300,000]			
XX	HQ	FDRR	CAP - SECTION 205 (SILVER CREEK, BRISTOL, RI)		[50,000]		[50,000]			
XX	HQ	FDRR	CAP - SECTION 205 FLOOD CONTROL PROJECTS	\$1,000,000	\$18,285,000		\$18,285,000		Construct projects for flood risk management whose total Federal cost does not exceed \$10 million.	
XX	HQ	ENR	CAP - SECTION 206 (UPPER SANTA CLARA RIVER WATERSHED MANAGEMENT PROJECT, CA)		[50,000]		[50,000]			
XX	HQ	ENR	CAP - SECTION 206 AQUATIC ECOSYSTEM RESTORATION	\$1,000,000	\$13,000,000		\$13,000,000		Construct aquatic ecosystem restoration projects whose total cost does not exceed \$10 million.	
XX	HQ	FDRC	CAP - SECTION 208 REMOVAL OF OBSTRUCTIONS		\$1,000,000		\$1,000,000		Construct minimal in-stream measures to reduce nuisance flood damages caused by debris & minor shoaling of rivers & streams in accordance with current policies and procedures governing projects of the same type which are specifically authorized.	
XX	IWR	FDRR	DAM SAFETY & SEEPAGE/STABILITY CORRECTION PROGRAM (HQ MASTER AMSCO)	\$20,000,000	\$38,100,000		\$38,100,000		Complete Issue Evaluations Studies, dam safety modification studies, and design safety work for Corps dams.	
XX	HQ	NIA	EMPLOYEE COMPENSATION FUND	\$12,000,000	\$12,000,000		\$12,000,000		Reimburse Department of Labor for Compensation of Employees for [on account of] injury or death of employees or persons under the agency's jurisdiction.	
XX	IWR	NIH	INLAND WATERWAYS USERS BOARD (BOARD EXPENSES)		\$60,000		\$60,000		Conduct Board Meetings and Related Activities, including Meeting and Committee Member Travel Costs.	
XX	IWR	NIH	INLAND WATERWAYS USERS BOARD (CORPS EXPENSES)		\$275,000		\$275,000		Perform analyses of project delivery, support Users Board committee meetings and related activities	
XX	HQ	AER	RESTORATION OF ABANDONED MINE SITES		\$3,000,000		\$3,000,000		Provide planning and design assistance to Federal, non-Federal and Native American interests for carrying out projects presenting threats to public health and safety and that have water quality problems caused by abandoned and inactive non-coal mine activities	
XX	HQ	NIA	TRIBAL PARTNERSHIP PROGRAM		\$9,000,000		\$9,000,000		Construct water resource development projects, or separable elements, on Federally Recognized Tribal Lands and lands associated with Native Alaskan Tribes	
XX	HQ	RI	INNOVATIVE FUNDING PARTNERSHIPS	\$50,000,000	\$0		\$0			
TOTAL				\$1,221,288,000	\$1,888,800,000	\$297,200,000	\$2,106,000,000			

BUSINESS PROGRAM 1/	PROGRAM NAME	FUNDING POT TOTAL	CARVEOUTS
1	FLOOD AND STORM DAMAGE REDUCTION	45,000,000	43,650,000 FOR DRAINAGE IN URBAN AREAS
2	FLOOD AND STORM DAMAGE REDUCTION (FLOOD CONTROL)	36,575,000	
3	FLOOD AND STORM DAMAGE REDUCTION (SHORE PROTECTION)	36,575,000	
4	NAVIGATION	113,550,000	10,000,000 FOR REIMBURSEMENTS
5	OTHER AUTHORIZED PROJECT PURPOSES	19,000,000	11,900,000 FOR COMPREHENSIVE RESTORATION PLANS
6	ENVIRONMENTAL RESTORATION OR COMPLIANCE	28,500,000	
7	ENVIRONMENTAL INFRASTRUCTURE	18,000,000	



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, August 22, 2023
Re: Acknowledge receipt of a grant award from the U.S. Department of Transportation Federal Highway Administration for the Safe Streets and Roads for All Grant in the amount of \$240,000 and authorize the Mayor to execute all necessary agreements for related purposes.
File Number: 2023-545
Minute Book #

Summary

Acknowledge receipt of grant award from the U.S. Department of Transportation Federal Highway Administration for the Safe Streets and Roads for All Grant in the amount of \$240,000 and authorize the Mayor to execute all necessary agreements for related purposes.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 22, 2023 City Council meeting for consideration.

- | | | | | | | | | | | | | | |
|--|--|------------------------|--|----------------|-----------|------------------|----------|----------------------|-----|--------------|-----|--------|-----------|
| <p>1. Award No.
693JJ32340476</p> <p>4. Award To
City of Hattiesburg
Transportation and Engineering Dept.
P.O. Box 1898
Hattiesburg, MS 39401</p> <p>Unique Entity Id.: N4XZJLJ9AVM1
TIN No.: 64-6000432</p> <p>6. Period of Performance
Effective Date of Award -
September 30, 2024</p> <p>8. Type of Agreement
Grant</p> <p>10. Procurement Request No.
HSSP230327PR</p> <p>12. Submit Payment Requests To
See article 20.</p> <p>14. Accounting and Appropriations Data
15X0173E50.0000.055SR10500.5592000000.41010.61006600 \$240,000</p> <p>15. Description of Project
City of Hattiesburg Safety Action Plan</p> | <p>2. Effective Date
See No. 17 Below</p> <p>3. Assistance Listings No.
20.939</p> <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590</p> <table border="0"><tr><td>7. Total Amount</td><td></td></tr><tr><td>Federal Share:</td><td>\$240,000</td></tr><tr><td>Recipient Share:</td><td>\$60,000</td></tr><tr><td>Other Federal Funds:</td><td>\$0</td></tr><tr><td>Other Funds:</td><td>\$0</td></tr><tr><td>Total:</td><td>\$300,000</td></tr></table> <p>9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)</p> <p>11. Federal Funds Obligated
\$240,000</p> <p>13. Payment Office
See article 20.</p> | 7. Total Amount | | Federal Share: | \$240,000 | Recipient Share: | \$60,000 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$300,000 |
| 7. Total Amount | | | | | | | | | | | | | |
| Federal Share: | \$240,000 | | | | | | | | | | | | |
| Recipient Share: | \$60,000 | | | | | | | | | | | | |
| Other Federal Funds: | \$0 | | | | | | | | | | | | |
| Other Funds: | \$0 | | | | | | | | | | | | |
| Total: | \$300,000 | | | | | | | | | | | | |

RECIPIENT

16. Signature of Person Authorized to Sign

_____ Signature	_____ Date
Name: Toby Barker	
Title: Mayor, City of Hattiesburg	

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

_____ Signature	_____ Date
Name: Freida Byrd	
Title: Agreement Officer	

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) Federal Highway Administration (the “FHWA”) and the City of Hattiesburg (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the City of Hattiesburg Safety Improvements.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Hattiesburg Safety Improvements

Application Date: September 15, 2022

2.2 Award Amount.

SS4A Grant Amount: \$240,000

2.3 Award Dates.

Period of Performance End Date: September 30, 2024

2.4 Budget Period

Budget Period End Date: September 30, 2024

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan Grant

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Hattiesburg's comprehensive traffic safety plan will formulate methods to ensure safer roadways by addressing human behavior, road design, vehicle and pedestrian safety, and enforcement factors.

The plan will pay specific attention to areas and intersections prone to accidents and explore methods to improve safety by possible means of redesign, enhanced enforcement, public awareness, and education.

The plan will consider traffic flow and efficiency, accessibility for all citizens and stakeholders, data and analytical research, cost and feasibility, and long-term impacts to

create a safer transportation environment, minimize injuries and fatalities, and improve the overall quality of life in the community

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	March 15, 2024
Planned Action Plan Completion Date:	April 30, 2024
Planned Action Plan Adoption Date:	May 31, 2024
Planned SS4A Final Report Date:	June 30, 2024

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$240,000
Other Federal Funds::	\$0
State Funds:	\$0
Local Funds:	\$60,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$300,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$240,000.00	\$60,000.00	\$300,000.00
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$240,000.00	\$60,000.00	\$300,000.00

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

4.2 N4XZJLJ9AVM1

4.3 Recipient Contact(s).

Toby Barker
Mayor
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39401
601-545-4500
mayor@hattiesburgms.com

4.4 Recipient Key Personnel.

Name	Title or Position
Toby Barker	Mayor
Ann Jones	Chief Administrative Officer
Hunter White	Deputy Director - Dept. of Transportation and Engineering
Marybeth Bergin	Director - Dept. of Transportation and Engineering
Stephen Guthrie	MPO Division Manager
Adam Moore	Grant Coordinator
Samantha Alexander	Chief Communications Officer

4.5 USDOT Project Contact(s).

Jessica Rich
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(615) 695-4096
Jessica.Rich@dot.gov

and

Freida Byrd
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E66-208
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-6547
Freida.Byrd@dot.gov

and

Freida Byrd
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E66-208
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-6547
Freida.Byrd@dot.gov

and

Division Administrator
Agreement Officer's Representative (AOR)
FHWA Mississippi Division
101 West Capitol Street, Suite 1062
Jackson, MS 39269
(601) 965-4146
HDAMS@dot.gov

and

Necole Baker
Mississippi Division Office Point of Contact
Community Planner
100 West Capitol Street
Suite 1062
Jackson, MS 39269
(601) 965-7340
Necole.Baker@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition
and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].
- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Hattiesburg, Mississippi

Baseline Measurement Date: July 15, 2024

Baseline Report Date: September 01, 2024

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

Based on the USDOT's Grant Project Location Verification map, numerous census tracts are included in Historically Disadvantaged Communities. These tracts equate to 55.23% (47,980 citizens) of the total population within the studied area.

The information provided by the Department of Transportation may be reviewed by following the link below:

<https://maps.dot.gov/BTS/GrantProjectLocationVerification/>

We recognize that transportation systems significantly shape access to opportunities and resources, and we are committed to creating a more equitable and inclusive environment for all residents.

Aspects of the City of Hattiesburg's Safety Action Plan will focus on the accessibility of safe infrastructure and the equitable allocation of resources. Specifically, during plan development, all members of the community are provided three rounds of engagement opportunity to express their needs, opinions, and concerns. Advertisement of the engagement opportunity is handled via multiple media types, sources, and locations to reach the largest amount of people, including those without internet or phone access.

Public outreach conducted during this time collects demographic data used to determine if the responses received are inclusive and reflect the community's makeup. If various demographic groups, particularly Environmental Justice populations or Historically Disadvantaged Communities (HDC), are underrepresented then additional outreach will be made. This includes the use of additional marketing, coordination with faith-based organizations that serve the HDC's, or the use of advertising and/or surveys at other businesses, locales, or places of importance to the community.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Hunter White, Deputy Director

cc:

Date: Tuesday, August 22, 2023

Re: Acknowledge bids received on July 13, 2023, for the Edwards Street Infrastructure Rehabilitation and accept the bid from Grady Crawford Construction Company in the amount of \$1,416,860.00 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.
File Number: 2023-541
Minute Book #

Summary

Recommendation Statement

I recommend approval of this item.

Please place this on the August 22, 2023 City Council meeting for consideration.

Grady Crawford Construction Co., Inc. of Baton Rouge
PO Box 967
Baton Rouge, LA 70821
Mississippi Certificate of Responsibility No 03623-MC

Bid For: EDWARDS ST INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

BID BOND

Grady Crawford Construction Co., Inc. of Baton Rouge
Principal, and Hartford Accident & Indemnity Company as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 15th day of June, 2023.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

EDWARDS STREET INFRASTRUCTURE IMPROVEMENTS HATTIESBURG, MISSISSIPPI

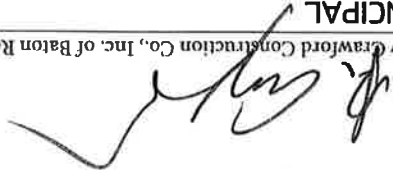
NOW, THEREFORE,

(a) If said BID shall be rejected, or

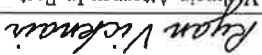
(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.


PRINCIPAL
Grady Crawford Construction Co., Inc. of Baton Rouge

SURETY
Hartford Accident & Indemnity Company

BY: 
Ryan Wickman, Attorney-In-Fact



IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
BondClaims@thehartford.com
888-266-3488 or fax: 860-757-5835
call: 860-757-5835

Agency Name: HUB INTERNATIONAL MIDWEST LIMITED
Agency Code: 43-482992

KNOW ALL PERSONS BY THESE PRESENTS THAT:

☒	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

David Allgood of Metairie LA, William P. Garcia, Thomas A. Laporte Jr., Kelley Quirk, James J. Tassin, Ryan Vlocknaif of BATON ROUGE, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒ and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Joelle L. Lapierre

Shelby Wiggins, Assistant Secretary

Joelle L. Lapierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle Lapierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 6/15/2023

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois, Assistant Vice President

Keith Dozois

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 150 calendar days thereafter.

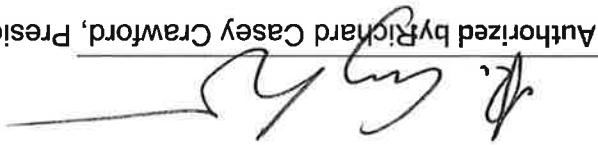
It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,


Authorized by Richard Casey Crawford, President

Grady Crawford Construction Co., Inc. of BR

PO Box 967 Baton Rouge, LA 70821
ADDRESS

PROPOSAL

EDWARDS STREET INFRASTRUCTURE IMPROVEMENTS

Item	Description	Unit	Quantity	Unit Price	Extension
Sewer Pipe Items					
1	6" SDR 26 PVC Sewer Pipe (0'- 6') (Open Cut)	LF	10	65.00	650.00
2	8" SDR 26 PVC Sewer Pipe (0'- 6') (Open Cut)	LF	10	69.00	690.00
3	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	800	73.50	58,800.00
4	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	465	81.00	37,665.00
5	8" SDR 26 PVC Sewer Pipe (10'- 12') (Open Cut)	LF	400	89.00	35,600.00
6	Removal of Existing Sewer Line	LF	715	16.00	11,440.00
7	Abandonment of Existing Sewer Line (All Sizes)	LF	615	4.00	2,460.00
8	Tracer Wire System for Sewer	LS	1	8,100.00	8,100.00
Sewer Manhole Items					
9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3	5,075.00	15,225.00
10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	2	6,319.00	12,638.00
11	48" Precast Concrete Sewer Manhole (10' - 12')	EA	2	7,371.00	14,742.00
12	Demolition and Removal of Existing Manholes (All Types)	EA	3	500.00	1,500.00
13	Abandonment of Existing Manhole	EA	4	425.00	1,700.00
Sewer Service Items					
14	4" Sanitary Sewer Service Cleanout	EA	21	695.00	14,595.00
15	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	440	34.00	14,960.00

16	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	525	40.00	21,000.00
17	8"x8"x6" PVC Service Tee	EA	21	265.00	5,565.00
18	Existing Sewer Service Investigation	EA	7	98.00	686.00
	Water Pipe Items				
19	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	LF	30	23.00	690.00
20	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2,640	70.00	184,800.00
21	8" 200 PSI, DR 11, HDPE (Directional Bore) (Incl. adapter fittings)	LF	220	129.00	28,380.00
22	Tracer Wire System for Water	LS	1	9,953.00	9,953.00
	Water Connection Items				
23	Cut and Cap Existing Lines	Each	11	300.00	3,300.00
24	Connection: Prop 2" to Exist 2" (Coupling & other fittings)	Each	1	917.00	917.00
25	Connection: Prop 6" to Exist 2" (Coupling & other fittings)	Each	1	2,578.00	2,578.00
26	Connection: Prop 6" to Exist 6" (Hot Tap w/ Valve & other fittings)	Each	7	9,112.00	63,784.00
27	Connection: Prop 6" to Prop 6" (6"x6"x6" Tee & other fittings)	Each	1	5,232.00	5,232.00
28	Connection: Prop 6" to Prop 6" & Prop 2" (6"x6"x6" Tee & other fittings)	Each	1	4,865.00	4,865.00
	Water Valve Items				
29	6" Gate Valve	Each	6	1,940.00	11,640.00
	Water Fire Protection Items				

30	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	7	7,826.00	54,782.00
31	Removal of Existing Fire Hydrant	Each	2	1,500.00	3,000.00
	Water Service Items				
31	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	20	720.00	14,400.00
32	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	4	2,048.00	8,192.00
33	Residential Service Tubing (Open Cut) (All Sizes)	LF	470	14.00	6,580.00
34	Residential Service Tubing (Bored) (All Sizes)	LF	210	26.00	5,460.00
35	Commercial Service Tubing (Open Cut) (All Sizes)	LF	70	18.00	1,260.00
36	Remove and Reset Water Meter	Each	18	395.00	7,110.00
	Miscellaneous Construction Items				
37	Crushed Aggregate (Size 610)	Ton	1,330	88.00	117,040.00
38	Select Fill Material (Class 9, Group C), LVM	CY	3,730	16.00	59,680.00
39	Concrete Pavement for Driveway and Parking Lot Repair (All Depths)	SY	200	118.00	23,600.00
40	9.5mm Hot Mix Asphalt	Ton	440	297.00	130,680.00
41	19mm Hot Mix Asphalt	Ton	290	390.00	113,100.00
42	Cold Milling of Bituminous Pavement (All Depths) (for Tie-Ins)	SY	420	27.00	11,340.00
43	Concrete Sidewalk Repair (All Depths)	SY	200	81.00	16,200.00
44	Concrete Curb & Gutter (Match Existing Type)	LF	405	47.00	19,035.00
45	Remove and Replace Existing Chain Link Fence	LF	190	44.00	8,360.00
46	6" Thermoplastic Traffic Stripe, Detail Yellow	LF	400	20.00	8,000.00
47	Thermoplastic Legend Traffic Stripe, White (6" Equivalent)	LF	364	29.00	10,556.00

48	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	1,470	19.00	27,930.00
49	Grassing (Incl. Seed, Top Soil, Fertilizer, Watering, etc.)	SY	190	10.00	1,900.00
50	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	150	26.00	3,900.00
51	Clearing and Grubbing	Acre	0.1	26,000.00	2,600.00
52	Temporary Erosion Control	LS	1	10,000.00	10,000.00
53	Maintenance of Traffic	LS	1	70,000.00	70,000.00
54	Mobilization	LS	1	108,000.00	108,000.00
BID TOTAL:					1,416,860.00

Base Bid Respectfully Submitted, Name of Firm or Bidder: Grady Crawford Construction Co., Inc. of BR

West's Louisiana Statutes Annotated
Louisiana Revised Statutes
Title 39. Public Finance
Subtitle III. General Laws on State Debt
Chapter 17. Louisiana Procurement Code (Refs & Annos)
Part III. Source Selection and Contract Formation (Refs & Annos)
Subpart A. Methods of Source Selection

LSA-R.S. 39:1594

§ 1594. Competitive sealed bids

Effective: July 1, 2019
Currentness

A. Conditions for use. Contracts exceeding the amount provided by R.S. 39:1596 shall be awarded by competitive sealed bidding unless otherwise provided in this Chapter.

B. Invitation for bids. Competitive sealed bidding shall be initiated by the issuance of an invitation for bids containing a description of the supplies, services, or major repairs to be procured and all contractual terms and conditions applicable to the procurement.

C. Public notice.

(1) Adequate public notice of the invitation for bids shall be given at least ten days prior to the date set forth therein for the opening of bids on all matters except those made for housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643, for which such notice shall be given at least twenty days prior to the opening of bids. Notice shall be in writing and to persons in a position to furnish the supplies, services, or major repairs required, as shown by its records, and by advertising if the amount of the purchase is twenty-five thousand dollars or more.

(2) The advertisements or written notices shall contain general descriptions of the supplies, services, or major repairs for which bids are wanted and shall state all of the following:

(a) The names and locations of the departments or institutions for which the purchases are to be made.

(b) Where and how specifications and quotation forms may be obtained.

(c) The date and time not later than which bids must be received and will be opened.

(3) Each advertisement shall be published in the official journal of the state. In the case of any purchase to meet the needs of a single budget unit the advertisement shall be published also in a newspaper of general circulation printed in the parish in which

the budget unit is situated or, if there is no newspaper printed in the parish, in a newspaper printed in the nearest parish, which has a general circulation in the parish in which the budget unit is situated.

(4) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or purchasing agencies of the state of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions is met:

(a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state.

(b) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity.

(c) The corporation, partnership, or other legal entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the respective offices.

(5) All bids shall be advertised by a using agency through a centralized electronic interactive environment administered by the division of administration and on the electronic website accepted by this Section. The advertisement or written notice required by this Section shall contain the name and address of the using agency and shall establish the specific date, time, and place by which the bids must be received.

D. Bid submission.

(1) Bids shall be submitted in writing in accordance with the requirements set forth in the invitation for bids or electronically through a uniform and secure electronic interactive environment.

(2) Public entities shall provide, as an additional bidding option, a uniform and secure electronic interactive system for the submission of competitive sealed bids as provided for in this Section. Any public entity providing a secure electronic interactive system shall follow the standards for the receipt of electronic bids adopted by the office of the governor, division of administration, and the office of information technology as provided for in LAC 4:XV.701. Any special condition or requirement for the submission shall be specified in the advertisement for bids required by this Section.

(3) The requirements of Paragraph (2) of this Subsection shall not apply to the following public entities:

(a) Public entities that are currently without high-speed Internet access, until high-speed Internet access becomes available.

(b) Any parish with a police jury form of government and a population of less than twenty thousand.

(c) Any city or municipality with a population of less than ten thousand.

(d) Any public entity that is unable to comply with the electronic bidding provisions of this Subsection without securing and expending additional funding.

B. Bid opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. Each bid, together with the name of the bidder, shall be recorded and open to public inspection.

F. Bid evaluation.

(1) Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, and criteria affecting price such as life cycle or total ownership costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria shall be used in bid evaluation that are not set forth in the invitation for bids.

(2) For bids made for housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643, the criteria for evaluation shall be included in the invitation for bids and shall include, at a minimum, the following:

(a) Location of the proposed space.

(b) Condition of the proposed space.

(c) Suitability of the proposed space for the advertiser's needs.

(d) Timeliness of availability of the proposed space.

G. Correction or withdrawal of bids. Patent errors in bids or errors in bids supported by clear and convincing evidence may be corrected, or bids may be withdrawn, if such correction or withdrawal does not prejudice other bidders, and such actions may be taken only to the extent permitted under regulations.

H. Award. The contract shall be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. Award shall be made by unconditional acceptance of a bid without alteration or correction except as authorized in this Chapter.

I. Resident business preference. In state contracts awarded by competitive sealed bidding, resident businesses shall be preferred to nonresident businesses where there is a tie bid and where there will be no sacrifice or loss in quality.

J. Exemption.

(1) Purchases of goods manufactured by or services performed by individuals with disabilities through supported employment providers as defined in R.S. 39:1604.4 shall be exempt from the provisions of this Section. This exemption shall also apply to goods and services procured directly from a central nonprofit agency contracting under R.S. 39:1604.4 to assist supported employment providers.

(2) Purchases of raw materials and supplies used in the manufacturing process by the Department of Public Safety and Corrections, division of prison enterprises, with the approval of the state chief procurement officer, shall be exempt from the provisions of this Section and shall be procured through the use of written bids.

Credits

Acts 2014, No. 864, § 2, eff. Jan. 1, 2015. Amended by Acts 2016, No. 420, § 1; Acts 2019, No. 312, § 3, eff. July 1, 2019.

Editors' Notes

Relevant Additional Resources

Additional Resources listed below contain your search terms.

HISTORICAL AND STATUTORY NOTES

Source:

Acts 1979, No. 715, § 1.

Acts 1984, No. 354, § 1.

Acts 1986, No. 291, § 1.

Acts 1991, No. 947, § 2.

Acts 1992, No. 527, § 2.

Acts 1995, No. 635, § 1.

Acts 1997, No. 121, § 2.

Acts 1997, No. 680, § 1.

Acts 2001, No. 1032, § 13.

Acts 2004, No. 433, § 1.

Acts 2014, No. 811, § 21.

R.S. 39:1594.

Chapter 17, "Louisiana Procurement Code" of Subtitle III of Title 39 of the Louisiana Revised Statutes, formerly comprised of R.S. 39:1551 to 39:1758, is revised by Acts 2014, No. 864, § 2, eff. Jan. 1, 2015. Chapter 17, "Louisiana Procurement Code" of Subtitle III of Title 39, as revised by Acts 2014, No. 864, is now comprised of:

Part I consisting of Subpart A [R.S. 39:1551 to 39:1554.1], Subpart B [R.S. 39:1556], and Subpart C [R.S. 39:1557 to 39:1558];
 Part II consisting of Subpart A [R.S. 39:1561], Subpart B [R.S. 39:1562 to 39:1569.1], Subpart C [R.S. 39:1571 to 39:1572],
 Subpart D [R.S. 39:1581], and Subpart E [R.S. 39:1586 to 39:1587];

Part III consisting of Subpart A [R.S. 39:1593 to 39:1604.7], Subpart B [R.S. 39:1605], Subpart C [R.S. 39:1606 to 39:1608],
 Subpart D [R.S. 39:1611 to 39:1626], Subpart E [R.S. 39:1627 to 39:1628], Subpart F [R.S. 39:1629 to 39:1629.1], Subpart
 G [R.S. 39:1630 to 39:1630.1], Subpart H [R.S. 39:1631 to 39:1633], Subpart I [R.S. 39:1641 to 39:1644], Subpart J [R.S.
 39:1646], and Subpart K [R.S. 39:1647 as added by Acts 2014, No. 416 and redesignated pursuant to the statutory revision
 authority of the Louisiana State Law Institute];

Part IV consisting of R.S. 39:1651 to 39:1658;

Part V consisting of R.S. 39:1661 to 39:1662;

Part VI consisting of Subpart A [R.S. 39:1671 to 39:1672], Subpart B [R.S. 39:1672.1 to 39:1672.4], Subpart C [R.S. 39:1673],
 Subpart D [R.S. 39:1676 to 39:1679], Subpart E [R.S. 39:1681 to 39:1685], Subpart F [R.S. 39:1691 to 39:1692], and Subpart
 G [R.S. 39:1695 to 39:1697];

Part VII consisting of Subpart A [R.S. 39:1702 to 39:1710] and Subpart B [R.S. 39:1716];

Part VIII consisting of R.S. 39:1731 to 39:1736; and

Part IX consisting of R.S. 39:1751 to 39:1755.

Section 3 of Acts 2014, No. 864, eff. Jan. 1, 2015, repeals Chapter 16, "Professional, Personal, Consulting, and Social Services
 Procurement" of Subtitle III of Title 39, consisting of R.S. 39:1481 to 39:1526.

The revision by Acts 2014, No. 864 retains the general subject matter of Chapter 17, while incorporating material from Chapters
 16 and 17 prior to the revision. The Part structure and headings of Chapter 17 remain unchanged, but Acts 2014, No. 864 revises
 the internal structure of the Parts. Section 1 of Act 864 provides a conforming amendment to R.S. 36:4(B)(1)(b).

Sections 4 to 7 of Act 864 provide:

"Section 4. The Louisiana State Law Institute is hereby authorized and requested to review all statutes which contain the name of
 the office of contractual review and the office of state purchasing, changed in this Act, and in all locations it deems appropriate
 change said references to the office of state procurement.

"Section 5. The Louisiana State Law Institute is hereby authorized and requested to review all statutes which refer to Chapter 16
 of Subtitle III of Title 39 of the Louisiana Revised Statutes of 1950 or Chapter 16 of Title 39 of the Louisiana Revised Statutes
 of 1950, changed in this Act, and in all locations it deems appropriate change said references to Chapter 17 of Subtitle III of
 Title 39 of the Louisiana Revised Statutes of 1950.

"Section 6. Prior to January 1, 2015, the commissioner of administration shall take action necessary to implement this Act on January 1, 2015, including promulgation of necessary rules under the authority of the commissioner of administration or on behalf of the office of state procurement and the state chief procurement officer in accordance with the Administrative Procedure Act.

"Section 7. (A) Sections 1 through 5 of this Act shall become effective on January 1, 2015.

"(B) Section 6 of this Act and this Section shall become effective upon signature of this Act by the governor or, if not signed by the governor, upon expiration of the time for bills to become law without signature by the governor, as provided by Article III, Section 18 of the Constitution of Louisiana. If this Act is vetoed by the governor and subsequently approved by the legislature, this Section and Section 6 of this Act shall become effective on the day following such approval."

For the disposition of the subject matter of Chapters 16 and 17 of Subtitle III of Title 39 following the repeal and revision by Acts 2014, No. 864, see disposition table, preceding R.S. 39:1551.

Acts 2014, No. 811, § 21, amended par. (1)(1) of R.S. 39:1594 prior to the revision of the Procurement Code provisions by Acts 2014, No. 864, § 2 by substituting "individuals with severe disabilities" for "severely handicapped individuals". Pursuant to the statutory revision authority of the Louisiana State Law Institute, in 2014, the text of Act 811 was merged into the text of par. (1)(1) as revised by Act 864.

For legislative findings and intent regarding language used to refer to persons with disabilities or exceptionalities, **preferred** terminology and authority of the Louisiana State Law Institute to change terminology, as set forth in Acts 2014, No. 811, see notes under R.S. 39:302.

Relevant Notes of Decisions (2)

View all 29

Notes of Decisions listed below contain your search terms.

Construction and application

Preference for in-state vendors is exception to statutory competitive sealed bid requirements and such exceptions must be strictly construed. Government Computer Sales, Inc. v. State Through Div. of Admin., Office of State Purchasing, App. 1 Cir.1996, 673 So.2d 718, 1995-2262 (La.App. 1 Cir. 5/10/96), writ denied 679 So.2d 1349, 1996-1508 (La. 9/27/96). Public Contracts  129; States  98.4

Resident business preference

Because **preference** statute authorizing allowance of 5% **preference** on cost to Louisiana retailer over out-of-state retailer did not apply to state procurements obtained through competitive bid process, Commissioner of Administration's decision approving award of state contract to the second lowest bidder who was located in the state, as opposed to the lowest bidder who was located out-of-state, was affected by an error of law and, accordingly, would be vacated. Government Computer Sales, Inc. v. State Through Div. of Admin., Office of State Purchasing, App. 1 Cir.1996, 673 So.2d 718, 1995-2262 (La.App. 1 Cir. 5/10/96), writ denied 679 So.2d 1349, 1996-1508 (La. 9/27/96). Public Contracts  129; States  98.4

LSA-R.S. 39:1594, LA R.S. 39:1594

Title 15 is current through the 2020 Second Extraordinary Session. All other statutes and codes are current through the 2020 First Extraordinary Session.

End of Document

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West's Louisiana Statutes Annotated Louisiana Revised Statutes (Refs & Annos) Title 38. Public Contracts, Works and Improvements Chapter 10. Public Contracts (Refs & Annos) Part I. General Provisions (Refs & Annos)
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LSA-R.S. 38:2184

§ 2184. **Preference** given to supplies, material, or equipment produced or offered by Louisiana citizens

Currentness

All public entities shall, in making purchase of supplies, material, or equipment, give **preference** to supplies, material, or equipment produced or offered by Louisiana citizens, the cost to the public entity and the quality being equal.

Credits

Amended by Acts 1991, No. 1044, § 1.

Editors' Notes

Relevant Additional Resources

Additional Resources listed below contain your search terms.

HISTORICAL AND STATUTORY NOTES

Source:

Acts 1928, No. 30, § 1.

The 1991 amendment rewrote the section, which had read:

"All state, parish and municipal boards and officers, levee boards, drainage districts, school boards and all other boards subject to control of the state, shall, in making purchase of supplies, material, or equipment, give **preference** to supplies, material or equipment produced or offered by Louisiana citizens, the cost to the state, or subsidiary and the quality being equal."

CROSS REFERENCES

Louisiana Procurement Code,

Preference for in-state vendors, see R.S. 39:1595.1.

Preference for products produced, grown, or harvested in Louisiana, see R.S. 39:1595.

Preference for contractors domiciled in Louisiana in letting contracts for public work, see R.S. 38:2225.

Relevant Notes of Decisions (1)

View all 3

Notes of Decisions listed below contain your search terms.

Lowest bidder

The law required the acceptance by the state of parish and municipal boards and other public boards of a low bid for furnishing supplies when the bid was made in accordance with the laws and the cost and the quality of the supplies were equal even though the bidder was a **nonresident**. Op.Atty.Gen.1940-42, p. 3156.

Preference to licensed and taxed persons

LSA-R.S. 38:2184, LA R.S. 38:2184

Title 15 is current through the 2020 Second Extraordinary Session. All other statutes and codes are current through the 2020 First Extraordinary Session.

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West's Louisiana Statutes Annotated
Louisiana Revised Statutes
Title 38. Public Contracts, Works and Improvements
Chapter 10. Public Contracts (Refs & Annos)
Part II. Letting Contracts (Refs & Annos)

LSA-R.S. 38:2225

§ 2225. Preference in letting contracts for public work

Effective: August 1, 2014
Currentness

A. If a nonresident contractor bidding on public work in the state of Louisiana is domiciled in a state that provides a percentage preference in favor of contractors domiciled in that state over Louisiana resident contractors for the same type of work, then every Louisiana resident contractor shall be granted the same preference over contractors domiciled in the other state favoring contractors domiciled therein whenever the nonresident contractor bids on public work in Louisiana.

B. Any local law, either by legislative act or otherwise, ordinance, or executive order enacted prior to the effective date of this Act, or enacted hereinafter in conflict with this Section, or granting any local contractor or subcontractor preference over other Louisiana resident contractors shall be contrary to the provision of this Section.

C. The Department of Transportation and Development and the office of facility planning and control within the division of administration shall keep on file a list of all states with a bid preference.

D. The provisions and requirements of this Section shall not be waived by any public entity.

Credits

Acts 1977, No. 103, § 1. Amended by Acts 1983, No. 43, § 1, eff. June 17, 1983; Acts 1984, No. 894, § 2; Acts 2014, No. 759, § 1.

Notes of Decisions (6)

LSA-R.S. 38:2225, LA R.S. 38:2225

Title 15 is current through the 2020 Second Extraordinary Session. All other statutes and codes are current through the 2020 First Extraordinary Session.

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West's Louisiana Statutes Annotated
Louisiana Revised Statutes
Title 48. Roads, Bridges and Ferries (Refs & Annos)
Chapter 1. Department of Transportation and Development (Refs & Annos)
Part XIII. Operation and Technical Functions
Subpart B. Bidding of Department Projects (Refs & Annos)

LSA-R.S. 48:255.6

§ 255.6. **Preference** in letting contracts for public works

Currentness

A. If a **nonresident** contractor bidding on a department project is domiciled in a state that provides a percentage **preference** in favor of contractors domiciled in that state over Louisiana resident contractors for the same type of work, then every Louisiana resident contractor shall be granted the same **preference** over contractors domiciled in the other state favoring contractors domiciled therein whenever the **nonresident** contractor bids on public work in Louisiana.

B. The provisions and requirements of this Section shall not be waived by any department.

Credits

Added by Acts 1997, No. 1112, § 1, eff. July 14, 1997.

LSA-R.S. 48:255.6, LA R.S. 48:255.6

Title 15 is current through the 2020 Second Extraordinary Session. All other statutes and codes are current through the 2020 First Extraordinary Session.

End of Document

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State of Mississippi

BOARD OF CONTRACTORS

HEMPHILL CONSTRUCTION COMPANY, INC.

1858 US 49

FLORENCE, MS 39073

ACTIVE

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION 2) ELECTRICAL WORK
- 3) HIGHWAY, STREET AND BRIDGE CONSTRUCTION 4) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Apr., 2023

CERTIFICATE OF RESPONSIBILITY

No. 02449-MC

Expires Apr. 8, 2024

Joel A. Carroll

CHAIRMAN OF THE BOARD

1858 HWY 49S
P.O. Drawer 879
Florence, MS 39073-0879



Phone: 601-932-2060
Fax: 601-932-2550
www.hemphillconstruction.com

Municipal & Public Works Construction

Heavy & Highway Construction

RESOLUTION

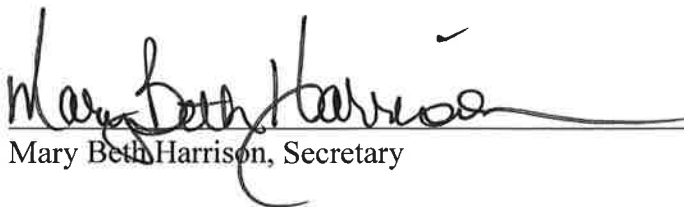
A meeting of the Board of Directors of Hemphill Construction Company, Inc., a corporation organized under the laws of the State of Mississippi and domiciled in Rankin County was held this the 13th day of July, 2023, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

BE IT RESOLVED, that Richard A. Rula is hereby authorized to submit bid proposals and execute agreements on behalf of this corporation with the City of Hattiesburg, Mississippi.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the City of Hattiesburg, Mississippi, shall have been furnished a copy of said resolution, duly certified.

I, Mary Beth Harrison, hereby certify that I am the Secretary of Hemphill Construction Company, Inc. a corporation created under the laws of the State of Mississippi domiciled in Rankin County; that the foregoing is a true and exact copy of a resolution adopted by a quorum legally called and held on the 13th day of July, 2023, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession, this 13th day of July, 2023.


Mary Beth Harrison, Secretary

ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
EDWARDS STREET INFRASTRUCTURE IMPROVEMENTS
CITY of HATTIESBURG

The following attached modifications are to be made to the specifications and contract documents for the above captioned project:

- CHANGE No. 1 -** Replace page 3 in the project Specification and Contract Documents with the page 3 attached to this addendum.
- CHANGE No. 2 -** Replace page 16 in the project Specification and Contract Documents with the page 16 attached to this addendum.
- CHANGE No. 3 -** Replace page 17 in the project Specification and Contract Documents with the page 17 attached to this addendum.
- CHANGE No. 4 -** Replace page 20 in the project Specification and Contract Documents with the page 20 attached to this addendum.
- CHANGE No. 5 -** Replace page 21 in the project Specification and Contract Documents with the page 21 attached to this addendum.
- CHANGE No. 6 -** Include the attached "Conditions for Compliance with 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" as a part of the project Specification and Contract Documents.

SHOWS, DEARMAN & WAITS, INC.

by:



Shea E. McNease, P.E.

CITY OF HATTIESBURG

by:



Hunter White
Interim Director of Engineering

Dated this 1st day of June, 2023.

The receipt of this Addendum shall be indicated by signature on the line below.
A signed copy of the Addendum shall accompany the Bid Proposal.

Contractor: Hemphill Construction Company, Inc.

Signature:

Barbara Sanders

Title:

Barbara Sanders, Admin. Asst.

ADDENDUM No. 2
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
EDWARDS STREET INFRASTRUCTURE IMPROVEMENTS
CITY of HATTIESBURG

The following attached modifications are to be made to the specifications and contract documents for the above captioned project:

CHANGE No. 1 - Change the bid opening date for the project from 10:00 a.m. on June 15, 2023 to 10:00 a.m. on July 13, 2023.

SHOWS, DEARMAN & WAITS, INC.

by:



Shea E. McNease, P.E.

CITY OF HATTIESBURG

by:



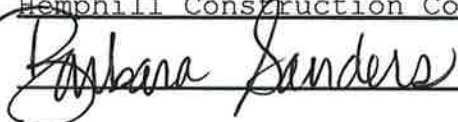
Hunter White
Deputy Director of Engineering

Dated this 13th day of June, 2023.

**The receipt of this Addendum shall be indicated by signature on the line below.
A signed copy of the Addendum shall accompany the Bid Proposal.**

Contractor: Hemphill Construction Company, Inc.

Signature:



Title:

Barbara Sanders, Admin. Asst.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 150 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,



Authorized by: Richard A. Rula, President

Hemphill Construction Company, Inc.

P.O. Drawer 879, Florence, MS 39073
ADDRESS

PROPOSAL

EDWARDS STREET INFRASTRUCTURE IMPROVEMENTS

Item	Description	Unit	Quantity	Unit Price	Extension
Sewer Pipe Items					
1	6" SDR 26 PVC Sewer Pipe (0'- 6") (Open Cut)	LF	10	110.00	1,100.00
2	8" SDR 26 PVC Sewer Pipe (0'- 6") (Open Cut)	LF	10	135.00	1,350.00
3	8" SDR 26 PVC Sewer Pipe (6'- 8") (Open Cut)	LF	800	155.00	124,000.00
4	8" SDR 26 PVC Sewer Pipe (8'- 10") (Open Cut)	LF	465	175.00	81,375.00
5	8" SDR 26 PVC Sewer Pipe (10'- 12") (Open Cut)	LF	400	200.00	80,000.00
6	Removal of Existing Sewer Line	LF	715	7.00	5,005.00
7	Abandonment of Existing Sewer Line (All Sizes)	LF	615	4.00	2,460.00
8	Tracer Wire System for Sewer	LS	1	6,000.00	6,000.00
Sewer Manhole Items					
9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3	6,500.00	19,500.00
10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	2	7,600.00	15,200.00
11	48" Precast Concrete Sewer Manhole (10' - 12')	EA	2	9,200.00	18,400.00
12	Demolition and Removal of Existing Manholes (All Types)	EA	3	1,810.00	5,430.00
13	Abandonment of Existing Manhole	EA	4	1,210.00	4,840.00
Sewer Service Items					
14	4" Sanitary Sewer Service Cleanout	EA	21	1,200.00	25,200.00
15	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	440	35.00	15,400.00

16	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	525	45.00	23,625.00
17	8"x8"x6" PVC Service Tee	EA	21	650.00	13,650.00
18	Existing Sewer Service Investigation	EA	7	1,000.00	7,000.00
	Water Pipe Items				
19	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	LF	30	30.00	900.00
20	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2,640	115.00	303,600.00
21	8" 200 PSI, DR 11, HDPE (Directional Bore) (Incl. adapter fittings)	LF	220	225.00	49,500.00
22	Tracer Wire System for Water	LS	1	7,500.00	7,500.00
	Water Connection Items				
23	Cut and Cap Existing Lines	Each	11	1,320.00	14,520.00
24	Connection: Prop 2" to Exist 2" (Coupling & other fittings)	Each	1	1,650.00	1,650.00
25	Connection: Prop 6" to Exist 2" (Coupling & other fittings)	Each	1	3,500.00	3,500.00
26	Connection: Prop 6" to Exist 6" (Hot Tap w/ Valve & other fittings)	Each	7	7,800.00	54,600.00
27	Connection: Prop 6" to Prop 6" (6"x6"x6" Tee & other fittings)	Each	1	1,315.00	1,315.00
28	Connection: Prop 6" to Prop 6" & Prop 2" (6"x6"x6" Tee & other fittings)	Each	1	1,630.00	1,630.00
	Water Valve Items				
29	6" Gate Valve	Each	6	1,800.00	10,800.00
	Water Fire Protection Items				

30	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	7	6,700.00	46,900.00
31	Removal of Existing Fire Hydrant	Each	2	870.00	1,740.00
	Water Service Items				
31	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	20	870.00	17,400.00
32	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	4	2,000.00	8,000.00
33	Residential Service Tubing (Open Cut) (All Sizes)	LF	470	35.00	16,450.00
34	Residential Service Tubing (Bored) (All Sizes)	LF	210	35.00	7,350.00
35	Commercial Service Tubing (Open Cut) (All Sizes)	LF	70	40.00	2,800.00
36	Remove and Reset Water Meter	Each	18	750.00	13,500.00
	Miscellaneous Construction Items				
37	Crushed Aggregate (Size 610)	Ton	1,330	85.00	113,050.00
38	Select Fill Material (Class 9, Group C), LVM	CY	3,730	16.00	59,680.00
39	Concrete Pavement for Driveway and Parking Lot Repair (All Depths)	SY	200	205.00	41,000.00
40	9.5mm Hot Mix Asphalt	Ton	440	300.00	132,000.00
41	19mm Hot Mix Asphalt	Ton	290	390.00	113,100.00
42	Cold Milling of Bituminous Pavement (All Depths) (for Tie-Ins)	SY	420	30.00	12,600.00
43	Concrete Sidewalk Repair (All Depths)	SY	200	190.00	38,000.00
44	Concrete Curb & Gutter (Match Existing Type)	LF	405	70.00	28,350.00
45	Remove and Replace Existing Chain Link Fence	LF	190	65.00	12,350.00
46	6" Thermoplastic Traffic Stripe, Detail Yellow	LF	400	20.00	8,000.00
47	Thermoplastic Legend Traffic Stripe, White (6" Equivalent)	LF	364	25.00	9,100.00

48	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	1,470	12.00	17,640.00
49	Grassing (Incl. Seed, Top Soil, Fertilizer, Watering, etc.)	SY	190	10.00	1,900.00
50	Landscape Restoration (Incl. Top Soil, Plants, Mulch, Watering, etc.)	SF	150	30.00	4,500.00
51	Clearing and Grubbing	Acre	0.1	10,000.00	1,000.00
52	Temporary Erosion Control	LS	1	15,000.00	15,000.00
53	Maintenance of Traffic	LS	1	71,375.00	71,375.00
54	Mobilization	LS	1	580,000.00	580,000.00
			BID TOTAL:		\$2,271,835.00

Base Bid Respectfully Submitted, Name of Firm or Bidder: Hemphill Construction Company, Inc.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, Hemphill Construction Company, Inc. Principal, and Federal Insurance Company as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 13 day of July, 2023.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

**EDWARDS STREET
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.



PRINCIPAL Richard A. Rula, President

Federal Insurance Company

SURETY

BY: 

Mary Anne Goodin, Attorney in Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

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

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

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

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

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

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

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

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

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

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

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

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 13, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 22, 2023

Re: Acknowledge bids received on July 13, 2023, for MLK Avenue Area Infrastructure Improvements and accept the bid from Grady Crawford Construction Company in the amount of \$4,076,780.50 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.
File Number: 2023-543
Minute Book #

Summary

Recommendation Statement

Please place this on the August 22, 2023 City Council meeting for consideration.



August 3, 2023

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

Attn: Marybeth Bergin, P.E.

Re: MLK Avenue Area Infrastructure Improvements
City of Hattiesburg

Dear Marybeth:

I have certified the enclosed bid tabulation which represents all bids that were received and opened at 10:00 a.m. on July 13, 2023 for the above referenced project.

I am recommending Grady Crawford Construction of Hattiesburg, MS in the bid amount of Four Million, Seventy-Six Thousand, Seven Hundred Eighty Dollars and Fifty Cents (\$4,076,780.50).

Enclosed is a copy of the original bid from Grady Crawford Construction and original bids from all other bidders.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Shea E. McNease".

Shea E. McNease, P.E.
Project Engineer

/sm

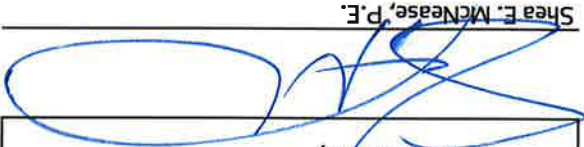
Project:		Project No.		Project No.		Project No.	
MLK Avenue Area Infrastructure Improvements		11295		Grady Crawford Construction		Baton Rouge, LA 70821	
July 13, 2023				Hemphill Construction Company		1858 US 49 Florence, MS 39073	
BASE BID							
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
Sewer Pipe Items							
1	6" Ductile Iron Sewer Pipe (0'-6')(Open Cut)	60	LF	\$124.00	\$7,440.00	\$134.00	\$8,040.00
2	6" Ductile Iron Sewer Pipe (6'-8')(Open Cut)	95	LF	\$129.00	\$12,255.00	\$153.00	\$14,535.00
3	6" Ductile Iron Sewer Pipe (6'-8')(Dry Jacked)	90	LF	\$258.00	\$23,220.00	\$318.00	\$28,620.00
4	8" SDR 26 PVC Sewer Pipe (0'-6')(Open Cut)	1,205	LF	\$71.00	\$85,555.00	\$99.00	\$119,295.00
5	8" SDR 26 PVC Sewer Pipe (6'-8')(Open Cut)	1,920	LF	\$76.00	\$145,920.00	\$114.00	\$218,880.00
6	8" SDR 26 PVC Sewer Pipe (8'-10')(Open Cut)	1,125	LF	\$83.00	\$93,375.00	\$129.00	\$145,125.00
7	8" SDR 26 PVC Sewer Pipe (10'-12')(Open Cut)	960	LF	\$92.00	\$88,320.00	\$147.00	\$141,120.00
8	8" SDR 26 PVC Sewer Pipe (12'-14')(Open Cut)	835	LF	\$104.00	\$86,840.00	\$159.00	\$132,765.00
9	8" SDR 26 PVC Sewer Pipe (14'-16')(Open Cut)	196	LF	\$188.00	\$36,848.00	\$304.00	\$59,584.00
10	8" SDR 26 PVC Sewer Pipe (6'-8')(Dry Jacked)	60	LF	\$244.00	\$14,640.00	\$313.00	\$18,780.00
11	10" SDR 26 PVC Sewer Pipe (0'-6')(Open Cut)	504	LF	\$82.00	\$41,328.00	\$105.00	\$52,920.00
12	10" SDR 26 PVC Sewer Pipe (6'-8')(Open Cut)	180	LF	\$87.00	\$15,660.00	\$120.00	\$21,600.00
13	10" SDR 26 PVC Sewer Pipe (8'-10')(Open Cut)	955	LF	\$94.00	\$89,770.00	\$139.00	\$132,745.00
14	10" SDR 26 PVC Sewer Pipe (10'-12')(Open Cut)	565	LF	\$103.00	\$58,195.00	\$160.00	\$90,400.00
15	10" SDR 26 PVC Sewer Pipe (12'-14')(Open Cut)	316	LF	\$115.00	\$36,340.00	\$170.00	\$53,720.00
16	10" SDR 26 PVC Sewer Pipe (14'-16')(Open Cut)	176	LF	\$199.00	\$35,024.00	\$320.00	\$56,320.00
17	10" Ductile Iron Sewer Pipe (0'-6')(Open Cut)	100	LF	\$164.00	\$16,400.00	\$170.00	\$17,000.00
18	Removal of Existing Sewer Line	6,524	LF	\$17.00	\$110,908.00	\$8.00	\$52,192.00
19	Abandonment of Existing Sewer Line (All Sizes)	2,095	LF	\$4.00	\$8,380.00	\$4.00	\$8,380.00
20	Tracer Wire System for Sewer	1	LS	\$34,500.00	\$34,500.00	\$30,000.00	\$30,000.00
Sewer Manhole Items							
21	48" Precast Concrete Sewer Manhole (0'-6')	6	EA	\$4,820.00	\$28,920.00	\$5,200.00	\$31,200.00
22	48" Precast Concrete Sewer Manhole (6'-8')	8	EA	\$5,450.00	\$43,600.00	\$6,500.00	\$50,400.00
23	48" Precast Concrete Sewer Manhole (8'-10')	7	EA	\$6,285.00	\$43,995.00	\$7,500.00	\$52,500.00
24	48" Precast Concrete Sewer Manhole (10'-12')	6	EA	\$7,425.00	\$44,550.00	\$9,100.00	\$54,600.00
25	48" Precast Concrete Sewer Manhole (12'-14')	2	EA	\$9,052.00	\$18,104.00	\$10,440.00	\$20,880.00
26	48" Precast Concrete Sewer Manhole (14'-16')	2	EA	\$11,200.00	\$22,400.00	\$11,960.00	\$23,920.00
27	60" Precast Concrete Sewer Manhole (6'-8')(Splitter Manhole)	2	EA	\$7,200.00	\$14,400.00	\$14,400.00	\$28,800.00
28	Demolition and Removal of Existing Manholes (All Types)	25	EA	\$550.00	\$13,750.00	\$1,100.00	\$27,500.00
29	Abandonment of Existing Manhole	2	EA	\$450.00	\$900.00	\$500.00	\$1,000.00
30	Drop Manhole Assembly (All Depths)	1	EA	\$2,074.00	\$2,074.00	\$1,500.00	\$1,500.00

BID TAB		Project:		MLK Avenue Area Infrastructure Improvements		July 13, 2023		Grady Crawford Construction		Hemphill Construction Company	
Project No.		11295									
BASE BID											
		Sewer Service Items									
31	4" Sanitary Sewer Service Cleanout	EA	110			\$695.00	\$76,450.00			\$1,200.00	\$132,000.00
32	4" SDR 26 PVC Pipe Sanitary Sewer Service (incl Fittings) (All Depths)	LF	1,060			\$35.00	\$37,100.00			\$35.00	\$37,100.00
33	6" SDR 26 PVC Pipe Sanitary Sewer Service (incl Fittings) (All Depths)	LF	2,410			\$42.00	\$101,220.00			\$45.00	\$108,450.00
34	8"x8"x6" PVC Service Tee	EA	77			\$264.00	\$20,328.00			\$650.00	\$50,050.00
35	10"x10"x6" PVC Service Tee	EA	31			\$570.00	\$17,670.00			\$890.00	\$27,590.00
36	Existing Sewer Service Investigation	EA	20			\$130.00	\$2,600.00			\$420.00	\$8,400.00
		Water Pipe Items									
37	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	LF	20			\$23.00	\$460.00			\$30.00	\$600.00
38	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2,360			\$63.00	\$148,680.00			\$82.00	\$193,520.00
39	Tracer Wire System for Water	LS	1			\$24,000.00	\$24,000.00			\$20,000.00	\$20,000.00
		Water Connection Items									
40	Cut and Cap Existing Lines	Each	12			\$305.00	\$3,660.00			\$1,275.00	\$15,300.00
41	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	Each	2			\$4,765.00	\$9,530.00			\$3,400.00	\$6,800.00
42	Connection: Prop 6" to Exist 6" (Hot Tap w/ Valve & other fittings)	Each	4			\$8,950.00	\$35,800.00			\$7,600.00	\$30,400.00
		Water Valve Items									
43	6" Gate Valve	Each	1			\$1,926.00	\$1,926.00			\$1,680.00	\$1,680.00
		Water Fire Protection Items									
44	3 Way Fire Hydrant w/ Appurtenances (incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	1			\$7,685.00	\$7,685.00			\$6,200.00	\$6,200.00
		Water Service Items									
45	Residential Service Tap (All Sizes) (incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	88			\$710.00	\$62,480.00			\$790.00	\$69,520.00
46	Commercial Service Tap (All Sizes) (incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	4			\$2,100.00	\$8,400.00			\$2,000.00	\$8,000.00
47	Residential Service Tubing (Open Cut) (All Sizes)	LF	1,800			\$15.00	\$27,000.00			\$29.00	\$52,200.00
48	Residential Service Tubing (Bored) (All Sizes)	LF	790			\$27.00	\$21,330.00			\$29.00	\$22,910.00
49	Commercial Service Tubing (Open Cut) (All Sizes)	LF	20			\$19.00	\$380.00			\$32.00	\$640.00
50	Commercial Service Tubing (Bored) (All Sizes)	LF	160			\$30.00	\$4,800.00			\$32.00	\$5,120.00
51	Remove and Reset Water Meter	Each	13			\$533.00	\$6,929.00			\$490.00	\$6,370.00

BID TAB Project: MLK Avenue Area Infrastructure Improvements July 13, 2023	Project No. 11295
	Grady Crawford Construction PO Box 967 Baton Rouge, LA 70821
Hemphill Construction Company 1858 US 49 Florence, MS 39073	

75	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	272	LF	\$17.00	\$4,624.00	\$18.00	\$4,896.00
76	Remove and Replace Existing Chain Link Fence	530	LF	\$45.00	\$23,850.00	\$65.00	\$34,450.00
77	Remove and Replace Existing Wood Fence	10	LF	\$74.00	\$740.00	\$85.00	\$850.00
78	6" Paint Traffic Stripe, Detail Yellow	50	LF	\$4.00	\$200.00	\$4.00	\$200.00
79	6" Thermoplastic Traffic Stripe, Continuous Yellow	3,810	LF	\$7.00	\$26,670.00	\$6.50	\$24,765.00
80	6" Thermoplastic Traffic Stripe, Detail Yellow	935	LF	\$7.00	\$6,545.00	\$7.00	\$6,545.00
81	Paint Legend Traffic Stripe, White (6" Equivalent)	60	LF	\$4.00	\$240.00	\$4.00	\$240.00
82	Thermoplastic Legend Traffic Stripe, White (6" Equivalent)	1,720	LF	\$20.00	\$34,400.00	\$19.00	\$32,680.00
83	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	2,435	SY	\$20.00	\$48,700.00	\$12.00	\$29,220.00
84	Grassing (Incl. Seed, Top Soil, Fertilizer, Watering, etc.)	465	SY	\$10.00	\$4,650.00	\$10.00	\$4,650.00
85	Landscape Restoration (Incl. Top Soil, Plants, Mulch, Watering, etc.)	275	SF	\$27.00	\$7,425.00	\$20.00	\$5,500.00
86	Clearing and Grubbing	1	Acre	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00
87	Temporary Erosion Control	1	LS	\$13,500.00	\$13,500.00	\$25,000.00	\$25,000.00
88	Maintenance of Traffic	1	LS	\$100,000.00	\$100,000.00	\$164,633.00	\$164,633.00
89	Mobilization	1	LS	\$225,000.00	\$225,000.00	\$992,700.00	\$992,700.00
Bid Total:					\$4,076,780.50		\$5,547,625.00

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on July 13th, 2023, and that said tabulation is true and correct to the best of my belief.


 Shea E. McNease, P.E.

Grady Crawford Construction Co., Inc. of Baton Rouge
PO Box 967
Baton Rouge, LA 70821
Mississippi Certificate of Responsibility No 03623-MC

Bid For: MLK AVE AREA INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, Grady Crawford Construction Co., Inc. of Baton Rouge Principal, and Hartford Accident & Indemnity Company as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 13th day of July, 2023.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

MLK AVENUE AREA INFRASTRUCTURE IMPROVEMENTS HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

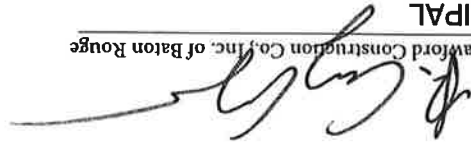
(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL
Grady Crawford Construction Co., Inc. of Baton Rouge



SURETY
Hartford Accident & Indemnity Company

BY: *Ryan Vicknair*
Ryan Vicknair, Attorney-In-Fact



IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835
 Agency Name: HUB INTERNATIONAL MIDWEST LIMITED
 Agency Code: 43-482992

Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut	☒
Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana	☒
Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut	☒
Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut	☐
Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana	☐
Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois	☐
Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana	☐
Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida	☐

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

David Allgood of Metairie LA, William P. Garcia, Thomas A. Laporte Jr., Kelley Quirk, James J. Tassin, Ryan Vicknair of BATON ROUGE, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
 COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 7/13/2023

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 350 calendar days thereafter.

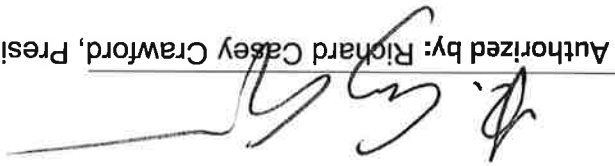
It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,



Authorized by: Richard Casey Crawford, President

Grady Crawford Construction Co., Inc. of BR

PO Box 967 Baton Rouge, LA 70821

ADDRESS

PROPOSAL

MLK AVENUE AREA INFRASTRUCTURE IMPROVEMENTS

Item	Description	Unit	Quantity	Unit Price	Extension
Sewer Pipe Items					
1	6" Ductile Iron Sewer Pipe (0'-6") (Open Cut)	LF	60	124.00	7,440.00
2	6" Ductile Iron Sewer Pipe (6'-8") (Open Cut)	LF	95	129.00	12,255.00
3	6" Ductile Iron Sewer Pipe (6'-8") (Dry Jacked)	LF	90	258.00	23,220.00
4	8" SDR 26 PVC Sewer Pipe (0'-6") (Open Cut)	LF	1,205	71.00	85,555.00
5	8" SDR 26 PVC Sewer Pipe (6'-8") (Open Cut)	LF	1,920	76.00	145,920.00
6	8" SDR 26 PVC Sewer Pipe (8'-10") (Open Cut)	LF	1,125	83.00	93,375.00
7	8" SDR 26 PVC Sewer Pipe (10'-12") (Open Cut)	LF	960	92.00	88,320.00
8	8" SDR 26 PVC Sewer Pipe (12'-14") (Open Cut)	LF	835	104.00	86,840.00
9	8" SDR 26 PVC Sewer Pipe (14'-16") (Open Cut)	LF	196	188.00	36,848.00
10	8" SDR 26 PVC Sewer Pipe (6'-8") (Dry Jacked)	LF	60	244.00	14,640.00
11	10" SDR 26 PVC Sewer Pipe (0'-6") (Open Cut)	LF	504	82.00	41,328.00
12	10" SDR 26 PVC Sewer Pipe (6'-8") (Open Cut)	LF	180	87.00	15,660.00
13	10" SDR 26 PVC Sewer Pipe (8'-10") (Open Cut)	LF	955	94.00	89,770.00
14	10" SDR 26 PVC Sewer Pipe (10'-12") (Open Cut)	LF	565	103.00	58,195.00
15	10" SDR 26 PVC Sewer Pipe (12'-14") (Open Cut)	LF	316	115.00	36,340.00
16	10" SDR 26 PVC Sewer Pipe (14'-16") (Open Cut)	LF	176	199.00	35,024.00
17	10" Ductile Iron Sewer Pipe (0'-6") (Open Cut)	LF	100	164.00	16,400.00
18	Removal of Existing Sewer Line	LF	6,524	17.00	110,908.00
19	Abandonment of Existing Sewer Line (All Sizes)	LF	2,095	4.00	8,380.00
20	Tracer Wire System for Sewer	LS	1	34,500.00	34,500.00

	Sewer Manhole Items					
21	48" Precast Concrete Sewer Manhole (0' - 6')	EA	6	4,820.00	28,920.00	
22	48" Precast Concrete Sewer Manhole (6' - 8')	EA	8	5,450.00	43,600.00	
23	48" Precast Concrete Sewer Manhole (8' - 10')	EA	7	6,285.00	43,995.00	
24	48" Precast Concrete Sewer Manhole (10' - 12')	EA	6	7,425.00	44,550.00	
25	48" Precast Concrete Sewer Manhole (12' - 14')	EA	2	9,052.00	18,104.00	
26	48" Precast Concrete Sewer Manhole (14' - 16')	EA	2	11,200.00	22,400.00	
27	60" Precast Concrete Sewer Manhole (6' - 8') (Splitter Manhole)	EA	2	7,200.00	14,400.00	
28	Demolition and Removal of Existing Manholes (All Types)	EA	25	550.00	13,750.00	
29	Abandonment of Existing Manhole	EA	2	450.00	900.00	
30	Drop Manhole Assembly (All Depths)	EA	1	2,074.00	2,074.00	
	Sewer Service Items					
31	4" Sanitary Sewer Service Cleanout	EA	110	695.00	76,450.00	
32	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,060	35.00	37,100.00	
33	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	2,410	42.00	101,220.00	
34	8"x8"x6" PVC Service Tee	EA	77	264.00	20,328.00	
35	10"x10"x6" PVC Service Tee	EA	31	570.00	17,670.00	
36	Existing Sewer Service Investigation	EA	20	130.00	2,600.00	
	Water Pipe Items					
37	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	LF	20	23.00	460.00	

38	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2,360	63.00	148,680.00
39	Tracer Wire System for Water	LS	1	24,000.00	24,000.00
	Water Connection Items				
40	Cut and Cap Existing Lines	Each	12	305.00	3,660.00
41	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	Each	2	4,765.00	9,530.00
42	Connection: Prop 6" to Exist 6" (Hot Tap w/ Valve & other fittings)	Each	4	8,950.00	35,800.00
	Water Valve Items				
43	6" Gate Valve	Each	1	1,926.00	1,926.00
	Water Fire Protection Items				
44	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	1	7,685.00	7,685.00
	Water Service Items				
45	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	88	710.00	62,480.00
46	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	4	2,100.00	8,400.00
47	Residential Service Tubing (Open Cut) (All Sizes)	LF	1,800	15.00	27,000.00
48	Residential Service Tubing (Bored) (All Sizes)	LF	790	27.00	21,330.00
49	Commercial Service Tubing (Open Cut) (All Sizes)	LF	20	19.00	380.00
50	Commercial Service Tubing (Bored) (All Sizes)	LF	160	30.00	4,800.00
51	Remove and Reset Water Meter	Each	13	533.00	6,929.00

	Miscellaneous Construction Items				
52	Crushed Aggregate (Size 610)	Ton	4,770	88.00	419,760.00
53	Select Fill Material (Class 9, Group C), LVM	CY	12,550	17.00	213,350.00
54	Concrete Pavement for Driveway and Parking Lot Repair (All Depths)	SY	175	119.00	20,825.00
55	Concrete Pavement for Street Repair (All Depths)	SY	2	141.00	282.00
56	9.5mm Hot Mix Asphalt	Ton	1,975	233.00	460,175.00
57	19mm Hot Mix Asphalt	Ton	1,405	297.00	417,285.00
58	Cold Milling of Bituminous Pavement (All Depths) (for Tie-Ins)	SY	1,300	22.00	28,600.00
59	Concrete Sidewalk Repair (All Depths)	SY	125	81.00	10,125.00
60	Concrete Curb & Gutter (Match Existing Type)	LF	570	47.00	26,790.00
61	Loose RipRap, Size 200	Ton	15	350.00	5,250.00
62	Geotextile Fabric for RipRap	SY	15	7.50	112.50
63	Class "B" Concrete, Minor Structures	CY	16	1,118.00	17,888.00
64	Reinforcing Steel	LBS	250	7.50	1,875.00
65	Castings & Gratings	LBS	400	14.50	5,800.00
66	10" & Under Corrugated HDPE Pipe (Dual Wall) (Including Bedding Material)	LF	16	80.00	1,280.00
67	12" Corrugated HDPE Pipe (Dual Wall) (Including Bedding Material)	LF	16	78.00	1,248.00
68	15" Corrugated HDPE Pipe (Dual Wall) (Including Bedding Material)	LF	16	85.00	1,360.00
69	12" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	80	96.00	7,680.00
70	15" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	112	101.00	11,312.00
71	18" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	32	104.00	3,328.00

72	24" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	48	151.00	7,248.00
73	36" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	16	232.00	3,712.00
74	22"x13" Reinforced Concrete Arch Pipe (Class III) (Plastic Gaskets)	LF	16	182.00	2,912.00
75	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	LF	272	17.00	4,624.00
76	Remove and Replace Existing Chain Link Fence	LF	530	45.00	23,850.00
77	Remove and Replace Existing Wood Fence	LF	10	74.00	740.00
78	6" Paint Traffic Stripe, Detail Yellow	LF	50	4.00	200.00
79	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	3,810	7.00	26,670.00
80	6" Thermoplastic Traffic Stripe, Detail Yellow	LF	935	7.00	6,545.00
81	Paint Legend Traffic Stripe, White (6" Equivalent)	LF	60	4.00	240.00
82	Thermoplastic Legend Traffic Stripe, White (6" Equivalent)	LF	1,720	20.00	34,400.00
83	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	2,435	20.00	48,700.00
84	Grassing (Incl. Seed, Top Soil, Fertilizer, Watering, etc.)	SY	465	10.00	4,650.00
85	Landscape Restoration (Incl. Top Soil, Plants, Mulch, Watering, etc.)	SF	275	27.00	7,425.00
86	Clearing and Grubbing	Acre	1	20,000.00	20,000.00
87	Temporary Erosion Control	LS	1	13,500.00	13,500.00
88	Maintenance of Traffic	LS	1	100,000.00	100,000.00
89	Mobilization	LS	1	225,000.00	225,000.00
BID TOTAL:					4,076,780.50

Base Bid Respectfully Submitted, Name of Firm or Bidder: Grady Crawford Construction Co., Inc. of BR

West's Louisiana Statutes Annotated
Louisiana Revised Statutes
Title 39. Public Finance
Subtitle III. General Laws on State Debt
Chapter 17. Louisiana Procurement Code (Refs & Annos)
Part III. Source Selection and Contract Formation (Refs & Annos)
Subpart A. Methods of Source Selection

LSA-R.S. 39:1594

§ 1594. Competitive sealed bids

Effective: July 1, 2019
Currentness

A. Conditions for use. Contracts exceeding the amount provided by R.S. 39:1596 shall be awarded by competitive sealed bidding unless otherwise provided in this Chapter.

B. Invitation for bids. Competitive sealed bidding shall be initiated by the issuance of an invitation for bids containing a description of the supplies, services, or major repairs to be procured and all contractual terms and conditions applicable to the procurement.

C. Public notice.

(1) Adequate public notice of the invitation for bids shall be given at least ten days prior to the date set forth therein for the opening of bids on all matters except those made for housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643, for which such notice shall be given at least twenty days prior to the opening of bids. Notice shall be in writing and to persons in a position to furnish the supplies, services, or major repairs required, as shown by its records, and by advertising if the amount of the purchase is twenty-five thousand dollars or more.

(2) The advertisements or written notices shall contain general descriptions of the supplies, services, or major repairs for which bids are wanted and shall state all of the following:

- (a) The names and locations of the departments or institutions for which the purchases are to be made.
- (b) Where and how specifications and quotation forms may be obtained.
- (c) The date and time not later than which bids must be received and will be opened.

(3) Each advertisement shall be published in the official journal of the state. In the case of any purchase to meet the needs of a single budget unit the advertisement shall be published also in a newspaper of general circulation printed in the parish in which

the budget unit is situated or, if there is no newspaper printed in the parish, in a newspaper printed in the nearest parish, which has a general circulation in the parish in which the budget unit is situated.

(4) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or purchasing agencies of the state of Louisiana. The authority of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions is met:

(a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state.

(b) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity.

(c) The corporation, partnership, or other legal entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the respective offices.

(5) All bids shall be advertised by a using agency through a centralized electronic interactive environment administered by the division of administration and on the electronic website accepting the electronic bids as provided in this Section. The advertisement or written notice required by this Section shall contain the name and address of the using agency and shall establish the specific date, time, and place by which the bids must be received.

D. Bid submission.

(1) Bids shall be submitted in writing in accordance with the requirements set forth in the invitation for bids or electronically through a uniform and secure electronic interactive environment.

(2) Public entities shall provide, as an additional bidding option, a uniform and secure electronic interactive system for the submission of competitive sealed bids as provided for in this Section. Any public entity providing a secure electronic interactive system shall follow the standards for the receipt of electronic bids adopted by the office of the governor, division of administration, and the office of information technology as provided for in LAC 4:XV.701. Any special condition or requirement for the submission shall be specified in the advertisement for bids required by this Section.

(3) The requirements of Paragraph (2) of this Subsection shall not apply to the following public entities:

(a) Public entities that are currently without high-speed Internet access, until high-speed Internet access becomes available.

(b) Any parish with a police jury form of government and a population of less than twenty thousand.

(c) Any city or municipality with a population of less than ten thousand.

(d) Any public entity that is unable to comply with the electronic bidding provisions of this Subsection without securing and expending additional funding.

E. Bid opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. Each bid, together with the name of the bidder, shall be recorded and open to public inspection.

F. Bid evaluation.

(1) Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, and criteria affecting price such as life cycle or total ownership costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria shall be used in bid evaluation that are not set forth in the invitation for bids.

(2) For bids made for housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643, the criteria for evaluation shall be included in the invitation for bids and shall include, at a minimum, the following:

(a) Location of the proposed space.

(b) Condition of the proposed space.

(c) Suitability of the proposed space for the advertiser's needs.

(d) Timeliness of availability of the proposed space.

G. Correction or withdrawal of bids. Patent errors in bids or errors in bids supported by clear and convincing evidence may be corrected, or bids may be withdrawn, if such correction or withdrawal does not prejudice other bidders, and such actions may be taken only to the extent permitted under regulations.

H. Award. The contract shall be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. Award shall be made by unconditional acceptance of a bid without alteration or correction except as authorized in this Chapter.

I. Resident business preference. In state contracts awarded by competitive sealed bidding, resident businesses shall be preferred to nonresident businesses where there is a tie bid and where there will be no sacrifice or loss in quality.

J. Exemption.

(1) Purchases of goods manufactured by or services performed by individuals with disabilities through supported employment providers as defined in R.S. 39:1604.4 shall be exempt from the provisions of this Section. This exemption shall also apply to goods and services procured directly from a central nonprofit agency contracting under R.S. 39:1604.4 to assist supported employment providers.

(2) Purchases of raw materials and supplies used in the manufacturing process by the Department of Public Safety and Corrections, division of prison enterprises, with the approval of the state chief procurement officer, shall be exempt from the provisions of this Section and shall be procured through the use of written bids.

Credits

Acts 2014, No. 864, § 2, eff. Jan. 1, 2015. Amended by Acts 2016, No. 420, § 1; Acts 2019, No. 312, § 3, eff. July 1, 2019.

Editors' Notes

Relevant Additional Resources

Additional Resources listed below contain your search terms.

HISTORICAL AND STATUTORY NOTES

Source:

Acts 1979, No. 715, § 1.

Acts 1984, No. 354, § 1.

Acts 1986, No. 291, § 1.

Acts 1991, No. 947, § 2.

Acts 1992, No. 527, § 2.

Acts 1995, No. 635, § 1.

Acts 1997, No. 121, § 2.

Acts 1997, No. 680, § 1.

Acts 2001, No. 1032, § 13.

Acts 2004, No. 433, § 1.

Acts 2014, No. 811, § 21.

R.S. 39:1594.

Chapter 17, "Louisiana Procurement Code" of Subtitle III of Title 39 of the Louisiana Revised Statutes, formerly comprised of R.S. 39:1551 to 39:1758, is revised by Acts 2014, No. 864, § 2, eff. Jan. 1, 2015. Chapter 17, "Louisiana Procurement Code" of Subtitle III of Title 39, as revised by Acts 2014, No. 864, is now comprised of:

Part I consisting of Subpart A [R.S. 39:1551 to 39:1554.1], Subpart B [R.S. 39:1556], and Subpart C [R.S. 39:1557 to 39:1558];
 Part II consisting of Subpart A [R.S. 39:1561], Subpart B [R.S. 39:1562 to 39:1569.1], Subpart C [R.S. 39:1571 to 39:1572], Subpart D [R.S. 39:1581], and Subpart E [R.S. 39:1586 to 39:1587];
 Part III consisting of Subpart A [R.S. 39:1593 to 39:1604.7], Subpart B [R.S. 39:1605], Subpart C [R.S. 39:1606 to 39:1608], Subpart D [R.S. 39:1611 to 39:1626], Subpart E [R.S. 39:1627 to 39:1628], Subpart F [R.S. 39:1629 to 39:1629.1], Subpart G [R.S. 39:1630 to 39:1630.1], Subpart H [R.S. 39:1631 to 39:1633], Subpart I [R.S. 39:1641 to 39:1644], Subpart J [R.S. 39:1646], and Subpart K [R.S. 39:1647 as added by Acts 2014, No. 416 and redesignated pursuant to the statutory revision authority of the Louisiana State Law Institute];
 Part IV consisting of R.S. 39:1651 to 39:1658;
 Part V consisting of R.S. 39:1661 to 39:1662;

Part VI consisting of Subpart A [R.S. 39:1671 to 39:1672], Subpart B [R.S. 39:1672.1 to 39:1672.4], Subpart C [R.S. 39:1673], Subpart D [R.S. 39:1676 to 39:1679], Subpart E [R.S. 39:1681 to 39:1685], Subpart F [R.S. 39:1691 to 39:1692], and Subpart G [R.S. 39:1695 to 39:1697];

Part VII consisting of Subpart A [R.S. 39:1702 to 39:1710] and Subpart B [R.S. 39:1716];

Part VIII consisting of R.S. 39:1731 to 39:1736; and

Part IX consisting of R.S. 39:1751 to 39:1755.

Section 3 of Acts 2014, No. 864, eff. Jan. 1, 2015, repeals Chapter 16, "Professional, Personal, Consulting, and Social Services Procurement" of Subtitle III of Title 39, consisting of R.S. 39:1481 to 39:1526.

The revision by Acts 2014, No. 864 retains the general subject matter of Chapter 17, while incorporating material from Chapters 16 and 17 prior to the revision. The Part structure and headings of Chapter 17 remain unchanged, but Acts 2014, No. 864 revises the internal structure of the Parts. Section 1 of Act 864 provides a conforming amendment to R.S. 36:4(B)(1)(b).

Sections 4 to 7 of Act 864 provide:

"Section 4. The Louisiana State Law Institute is hereby authorized and requested to review all statutes which contain the name of the office of contractual review and the office of state purchasing, changed in this Act, and in all locations it deems appropriate change said references to the office of state procurement.

"Section 5. The Louisiana State Law Institute is hereby authorized and requested to review all statutes which refer to Chapter 16 of Subtitle III of Title 39 of the Louisiana Revised Statutes of 1950, changed in this Act, and in all locations it deems appropriate change said references to Chapter 17 of Subtitle III of Title 39 of the Louisiana Revised Statutes of 1950.

"Section 6. Prior to January 1, 2015, the commissioner of administration shall take action necessary to implement this Act on January 1, 2015, including promulgation of necessary rules under the authority of the commissioner of administration or on behalf of the office of state procurement and the state chief procurement officer in accordance with the Administrative Procedure Act.

"Section 7. (A) Sections 1 through 5 of this Act shall become effective on January 1, 2015.

"(B) Section 6 of this Act and this Section shall become effective upon signature of this Act by the governor or, if not signed by the governor, upon expiration of the time for bills to become law without signature by the governor, as provided by Article III, Section 18 of the Constitution of Louisiana. If this Act is vetoed by the governor and subsequently approved by the legislature, this Section and Section 6 of this Act shall become effective on the day following such approval."

For the disposition of the subject matter of Chapters 16 and 17 of Subtitle III of Title 39 following the repeal and revision by Acts 2014, No. 864, see disposition table, preceding R.S. 39:1551.

Acts 2014, No. 811, § 21, amended par. (1)(1) of R.S. 39:1594 prior to the revision of the Procurement Code provisions by Acts 2014, No. 864, § 2 by substituting "individuals with severe disabilities" for "severely handicapped individuals". Pursuant to the statutory revision authority of the Louisiana State Law Institute, in 2014, the text of Act 811 was merged into the text of par. (1)(1) as revised by Act 864.

For legislative findings and intent regarding language used to refer to persons with disabilities or exceptionalities, **preferred** terminology and authority of the Louisiana State Law Institute to change terminology, as set forth in Acts 2014, No. 811, see notes under R.S. 39:302.

Relevant Notes of Decisions (2)

View all 29

Notes of Decisions listed below contain your search terms.

Construction and application

Preference for in-state vendors is exception to statutory competitive sealed bid requirements and such exceptions must be strictly construed. *Government Computer Sales, Inc. v. State Through Div. of Admin., Office of State Purchasing*, App. 1 Cir. 1996, 673 So.2d 718, 1995-2262 (La.App. 1 Cir. 5/10/96), writ denied 679 So.2d 1349, 1996-1508 (La. 9/27/96). *Public Contracts* ¶ 129; *States* ¶ 98.4

Resident business preference

Because **preference** statute authorizing allowance of 5% **preference** on cost to Louisiana retailer over out-of-state retailer did not apply to state procurements obtained through competitive bid process, Commissioner of Administration's decision approving award of state contract to the second lowest bidder who was located in the state, as opposed to the lowest bidder who was located out-of-state, was affected by an error of law and, accordingly, would be vacated. *Government Computer Sales, Inc. v. State Through Div. of Admin., Office of State Purchasing*, App. 1 Cir. 1996, 673 So.2d 718, 1995-2262 (La.App. 1 Cir. 5/10/96), writ denied 679 So.2d 1349, 1996-1508 (La. 9/27/96). *Public Contracts* ¶ 129; *States* ¶ 98.4

LSA-R.S. 39:1594, LA R.S. 39:1594

Title 15 is current through the 2020 Second Extraordinary Session. All other statutes and codes are current through the 2020 First Extraordinary Session.

End of Document

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West's Louisiana Statutes Annotated
Louisiana Revised Statutes (Refs & Annos)
Title 38. Public Contracts, Works and Improvements
Chapter 10. Public Contracts (Refs & Annos)
Part I. General Provisions (Refs & Annos)

LSA-R.S. 38:2184

§ 2184. **Preference** given to supplies, material, or equipment produced or offered by Louisiana citizens

Currentness

All public entities shall, in making purchase of supplies, material, or equipment, give **preference** to supplies, material, or equipment produced or offered by Louisiana citizens, the cost to the public entity and the quality being equal.

Credits

Amended by Acts 1991, No. 1044, § 1.

Editors' Notes

Relevant Additional Resources

Additional Resources listed below contain your search terms.

HISTORICAL AND STATUTORY NOTES

Source:

Acts 1928, No. 30, § 1.

The 1991 amendment rewrote the section, which had read:

"All state, parish and municipal boards and officers, levee boards, drainage districts, school boards and all other boards subject to control of the state, shall, in making purchase of supplies, material, or equipment, give **preference** to supplies, material or equipment produced or offered by Louisiana citizens, the cost to the state, or subsidiary and the quality being equal."

CROSS REFERENCES

Louisiana Procurement Code,

Preference for in-state vendors, see R.S. 39:1595.1.

Preference for products produced, grown, or harvested in Louisiana, see R.S. 39:1595.

Preference for contractors domiciled in Louisiana in letting contracts for public work, see R.S. 38:2225.

Relevant Notes of Decisions (1)

View all 3

Notes of Decisions listed below contain your search terms.

Lowest bidder

The law required the acceptance by the state of parish and municipal boards and officers and other public boards of a low bid for furnishing supplies when the bid was made in accordance with the laws and the cost and the quality of the supplies were equal even though the bidder was a **nonresident**. Op.Atty.Gen.1940-42, p. 3156.

Preference to licensed and taxed persons

LSA-R.S. 38:2184, LA R.S. 38:2184

Title 15 is current through the 2020 Second Extraordinary Session. All other statutes and codes are current through the 2020 First Extraordinary Session.

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West's Louisiana Statutes Annotated
Louisiana Revised Statutes
Title 38. Public Contracts, Works and Improvements
Chapter 10. Public Contracts (Refs & Annos)
Part II. Letting Contracts (Refs & Annos)

LSA-R.S. 38:2225

§ 2225. Preference in letting contracts for public work

Effective: August 1, 2014
Currentness

A. If a nonresident contractor bidding on public work in the state of Louisiana is domiciled in a state that provides a percentage preference in favor of contractors domiciled in that state over Louisiana resident contractors for the same type of work, then every Louisiana resident contractor shall be granted the same preference over contractors domiciled in the other state favoring contractors domiciled therein whenever the nonresident contractor bids on public work in Louisiana.

B. Any local law, either by legislative act or otherwise, ordinance, or executive order enacted prior to the effective date of this Act, or enacted hereinafter in conflict with this Section, or granting any local contractor or subcontractor preference over other Louisiana resident contractors shall be contrary to the provision of this Section.

C. The Department of Transportation and Development and the office of facility planning and control within the division of administration shall keep on file a list of all states with a bid preference.

D. The provisions and requirements of this Section shall not be waived by any public entity.

Credits

Acts 1977, No. 103, § 1. Amended by Acts 1983, No. 43, § 1, eff. June 17, 1983; Acts 1984, No. 894, § 2; Acts 2014, No. 759, § 1.

Notes of Decisions (6)

LSA-R.S. 38:2225, LA R.S. 38:2225

Title 15 is current through the 2020 Second Extraordinary Session. All other statutes and codes are current through the 2020 First Extraordinary Session.

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West's Louisiana Statutes Annotated
Louisiana Revised Statutes
Title 48. Roads, Bridges and Ferries (Refs & Annos)
Chapter 1. Department of Transportation and Development (Refs & Annos)
Part XIII. Operation and Technical Functions
Subpart B. Bidding of Department Projects (Refs & Annos)

LSA-R.S. 48:255.6

§ 255.6. Preference in letting contracts for public works

Currentness

A. If a **nonresident** contractor bidding on a department project is domiciled in a state that provides a percentage **preference** in favor of contractors domiciled in that state over Louisiana resident contractors for the same type of work, then every Louisiana resident contractor shall be granted the same **preference** over contractors domiciled in the other state favoring contractors domiciled therein whenever the **nonresident** contractor bids on public work in Louisiana.

B. The provisions and requirements of this Section shall not be waived by any department.

Credits

Added by Acts 1997, No. 1112, § 1, eff. July 14, 1997.

LSA-R.S. 48:255.6, LA R.S. 48:255.6

Title 15 is current through the 2020 Second Extraordinary Session. All other statutes and codes are current through the 2020 First Extraordinary Session.

End of Document

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State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

HEMPHILL CONSTRUCTION COMPANY, INC.

1858 US 49

FLORENCE, MS 39073

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION 2) ELECTRICAL WORK
3) HIGHWAY, STREET AND BRIDGE CONSTRUCTION 4) MUNICIPAL AND PUBLIC
WORKS CONSTRUCTION



We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Apr., 2023

CERTIFICATE OF RESPONSIBILITY

No. 02449-MC

Expires Apr. 8, 2024

Joel Q. Canell

CHAIRMAN OF THE BOARD

1858 HWY 49S
P.O. Drawer 879
Florence, MS 39073-0879



Phone: 601-932-2060
Fax: 601-932-2550
www.hemphillconstruction.com

Municipal & Public Works Construction

Heavy & Highway Construction

RESOLUTION

A meeting of the Board of Directors of Hemphill Construction Company, Inc., a corporation organized under the laws of the State of Mississippi and domiciled in Rankin County was held this the 13th day of July, 2023, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

BE IT RESOLVED, that Richard A. Rula is hereby authorized to submit bid proposals and execute agreements on behalf of this corporation with the City of Hattiesburg, Mississippi.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the City of Hattiesburg, Mississippi, shall have been furnished a copy of said resolution, duly certified.

I, Mary Beth Harrison, hereby certify that I am the Secretary of Hemphill Construction Company, Inc. a corporation created under the laws of the State of Mississippi domiciled in Rankin County; that the foregoing is a true and exact copy of a resolution adopted by a quorum legally called and held on the 13th day of July, 2023, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession, this 13th day of July, 2023.


Mary Beth Harrison, Secretary

ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
MLK AVENUE AREA INFRASTRUCTURE IMPROVEMENTS
CITY of HATTIESBURG

The following attached modifications are to be made to the specifications and contract documents for the above captioned project:

- CHANGE No. 1 -** Replace page 3 in the project Specification and Contract Documents with the page 3 attached to this addendum.
- CHANGE No. 2 -** Replace page 17 in the project Specification and Contract Documents with the page 17 attached to this addendum.
- CHANGE No. 3 -** Replace page 18 in the project Specification and Contract Documents with the page 18 attached to this addendum.
- CHANGE No. 4 -** Replace page 21 in the project Specification and Contract Documents with the page 21 attached to this addendum.
- CHANGE No. 5 -** Replace page 22 in the project Specification and Contract Documents with the page 22 attached to this addendum.
- CHANGE No. 6 -** Include the attached "Conditions for Compliance with 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" as a part of the project Specification and Contract Documents.

SHOWS, DEARMAN & WAITS, INC.

by:



Shea E. McNease, P.E.

CITY OF HATTIESBURG

by:



Hunter White
Interim Director of Engineering

Dated this 1st day of June, 2023.

The receipt of this Addendum shall be indicated by signature on the line below.
A signed copy of the Addendum shall accompany the Bid Proposal.

Contractor: Hemphill Construction Company, Inc.

Signature:

Barbara Sanders

Title:

Barbara Sanders, Admin. Asst.

ADDENDUM No. 2
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
MLK AVENUE AREA INFRASTRUCTURE IMPROVEMENTS
CITY of HATTIESBURG

The following attached modifications are to be made to the specifications and contract documents for the above captioned project:

CHANGE No. 1 - Change the bid opening date for the project from 10:00 a.m. on June 15, 2023 to 10:00 a.m. on July 13, 2023.

SHOWS, DEARMAN & WAITS, INC.

by:



Shea E. McNease, P.E.

CITY OF HATTIESBURG

by:



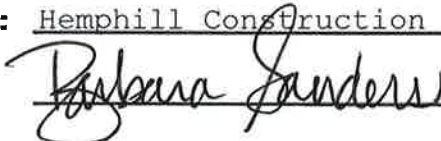
Hunter White
Deputy Director of Engineering

Dated this 13th day of June, 2023.

The receipt of this Addendum shall be indicated by signature on the line below.
A signed copy of the Addendum shall accompany the Bid Proposal.

Contractor: Hemphill Construction Company, Inc.

Signature:



Title:

Barbara Sanders, Admin. Asst.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 350 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,



Authorized by: Richard A. Rula, President

Hemphill Construction Company, Inc.

P.O. Drawer 879, Florence, MS 39073

ADDRESS

PROPOSAL

MLK AVENUE AREA INFRASTRUCTURE IMPROVEMENTS

Item	Description	Unit	Quantity	Unit Price	Extension
Sewer Pipe Items					
1	6" Ductile Iron Sewer Pipe (0'- 6')(Open Cut)	LF	60	134.00	8,040.00
2	6" Ductile Iron Sewer Pipe (6'- 8')(Open Cut)	LF	95	153.00	14,535.00
3	6" Ductile Iron Sewer Pipe (6'- 8')(Dry Jacked)	LF	90	318.00	28,620.00
4	8" SDR 26 PVC Sewer Pipe (0'- 6') (Open Cut)	LF	1,205	99.00	119,295.00
5	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	1,920	114.00	218,880.00
6	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	1,125	129.00	145,125.00
7	8" SDR 26 PVC Sewer Pipe (10'- 12') (Open Cut)	LF	960	147.00	141,120.00
8	8" SDR 26 PVC Sewer Pipe (12'- 14') (Open Cut)	LF	835	159.00	132,765.00
9	8" SDR 26 PVC Sewer Pipe (14'- 16') (Open Cut)	LF	196	304.00	59,584.00
10	8" SDR 26 PVC Sewer Pipe (6'- 8') (Dry Jacked)	LF	60	313.00	18,780.00
11	10" SDR 26 PVC Sewer Pipe (0'- 6') (Open Cut)	LF	504	105.00	52,920.00
12	10" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	180	120.00	21,600.00
13	10" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	955	139.00	132,745.00
14	10" SDR 26 PVC Sewer Pipe (10'- 12') (Open Cut)	LF	565	160.00	90,400.00
15	10" SDR 26 PVC Sewer Pipe (12'- 14') (Open Cut)	LF	316	170.00	53,720.00
16	10" SDR 26 PVC Sewer Pipe (14'- 16') (Open Cut)	LF	176	320.00	56,320.00
17	10" Ductile Iron Sewer Pipe (0'- 6') (Open Cut)	LF	100	170.00	17,000.00
18	Removal of Existing Sewer Line	LF	6,524	8.00	52,192.00
19	Abandonment of Existing Sewer Line (All Sizes)	LF	2,095	4.00	8,380.00
20	Tracer Wire System for Sewer	LS	1	30,000.00	30,000.00

38	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2,360	82.00	193,520.00
39	Tracer Wire System for Water	LS	1	20,000.00	20,000.00
	Water Connection Items				
40	Cut and Cap Existing Lines	Each	12	1,275.00	15,300.00
41	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	Each	2	3,400.00	6,800.00
42	Connection: Prop 6" to Exist 6" (Hot Tap w/ Valve & other fittings)	Each	4	7,600.00	30,400.00
	Water Valve Items				
43	6" Gate Valve	Each	1	1,680.00	1,680.00
	Water Fire Protection Items				
44	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	1	6,200.00	6,200.00
	Water Service Items				
45	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	88	790.00	69,520.00
46	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	4	2,000.00	8,000.00
47	Residential Service Tubing (Open Cut) (All Sizes)	LF	1,800	29.00	52,200.00
48	Residential Service Tubing (Bored) (All Sizes)	LF	790	29.00	22,910.00
49	Commercial Service Tubing (Open Cut) (All Sizes)	LF	20	32.00	640.00
50	Commercial Service Tubing (Bored) (All Sizes)	LF	160	32.00	5,120.00
51	Remove and Reset Water Meter	Each	13	490.00	6,370.00

	Miscellaneous Construction Items					
52	Crushed Aggregate (Size 610)	Ton	4,770	85.00		405,450.00
53	Select Fill Material (Class 9, Group C), LVM	CY	12,550	16.00		200,800.00
54	Concrete Pavement for Driveway and Parking Lot Repair (All Depths)	SY	175	205.00		35,875.00
55	Concrete Pavement for Street Repair (All Depths)	SY	2	350.00		700.00
56	9.5mm Hot Mix Asphalt	Ton	1,975	235.00		464,125.00
57	19mm Hot Mix Asphalt	Ton	1,405	290.00		407,450.00
58	Cold Milling of Bituminous Pavement (All Depths) (for Tie-Ins)	SY	1,300	25.00		32,500.00
59	Concrete Sidewalk Repair (All Depths)	SY	125	185.00		23,125.00
60	Concrete Curb & Gutter (Match Existing Type)	LF	570	70.00		39,900.00
61	Loose RipRap, Size 200	Ton	15	150.00		2,250.00
62	Geotextile Fabric for RipRap	SY	15	30.00		450.00
63	Class "B" Concrete, Minor Structures	CY	16	2,200.00		35,200.00
64	Reinforcing Steel	LBS	250	2.00		500.00
65	Castings & Gratings	LBS	400	4.00		1,600.00
66	10" & Under Corrugated HDPE Pipe (Dual Wall) (Including Bedding Material)	LF	16	85.00		1,360.00
67	12" Corrugated HDPE Pipe (Dual Wall) (Including Bedding Material)	LF	16	95.00		1,520.00
68	15" Corrugated HDPE Pipe (Dual Wall) (Including Bedding Material)	LF	16	105.00		1,680.00
69	12" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	80	100.00		8,000.00
70	15" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	112	100.00		11,200.00
71	18" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	32	110.00		3,520.00

72	24" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	48	135.00	6,480.00
73	36" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	16	200.00	3,200.00
74	22"x13" Reinforced Concrete Arch Pipe (Class III) (Plastic Gaskets)	LF	16	140.00	2,240.00
75	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	LF	272	18.00	4,896.00
76	Remove and Replace Existing Chain Link Fence	LF	530	65.00	34,450.00
77	Remove and Replace Existing Wood Fence	LF	10	85.00	850.00
78	6" Paint Traffic Stripe, Detail Yellow	LF	50	4.00	200.00
79	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	3,810	6.50	24,765.00
80	6" Thermoplastic Traffic Stripe, Detail Yellow	LF	935	7.00	6,545.00
81	Paint Legend Traffic Stripe, White (6" Equivalent)	LF	60	4.00	240.00
82	Thermoplastic Legend Traffic Stripe, White (6" Equivalent)	LF	1,720	19.00	32,680.00
83	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	2,435	12.00	29,220.00
84	Grassing (Incl. Seed, Top Soil, Fertilizer, Watering, etc.)	SY	465	10.00	4,650.00
85	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	275	20.00	5,500.00
86	Clearing and Grubbing	Acre	1	35,000.00	35,000.00
87	Temporary Erosion Control	LS	1	25,000.00	25,000.00
88	Maintenance of Traffic	LS	1	164,633.00	164,633.00
89	Mobilization	LS	1	992,700.00	992,700.00
			BID TOTAL:		\$5,547,625.00

Base Bid Respectfully Submitted, Name of Firm or Bidder: Hemphill Construction Company, Inc.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, Hemphill Construction Company, Inc. Principal, and Federal Insurance Company as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 13 day of July, 2023.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

**MLK AVENUE AREA
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.



PRINCIPAL Richard A. Rula, President

Federal Insurance Company

SURETY

BY:



Mary Anne Goodin, Attorney in Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

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

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

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

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

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

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

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

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

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

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

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

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 13, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Engineering and Traffic

cc:

Date: Tuesday, August 22, 2023

Re: Acknowledge bids received on August 3, 2023, for the Fire Station #7 ReRoof and accept the bid from Associated Contractors, Inc. in the amount of \$96,448.00 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.
File Number: 2023-569
Minute Book #

Summary

Recommendation Statement

I recommend approval of this item.

Please place this on the August 22, 2023 City Council meeting for consideration.

FIRE STATION #7 REROOF

CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI

PROJECT NUMBER: CN 23-3982 BID DATE: August 3, 2023

CONTRACTOR	Resp. No.	Number of Days	BASE BID	Add Alternate #1: Awning Panel Replacement	TOTAL
All Phase Roofing Company	58138	45	\$187,777.77	\$27,700.00	
Associated Contractors, Inc.	15510-MC	45	\$88,949.00	\$7,499.00	
E. Cornell Malone Corp	05871-MC	120	\$123,300.00	\$27,300.00	
Gulf South Roofing, LLC	24247-SC	80	\$132,400.00	\$20,375.00	
Mandal's, Inc.	01062-MC		NO BID		
Roofing Solutions, LLC	18309-SC	90	\$160,900.00	\$5,600.00	

I CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE TABULATION OF BIDS ON THE ABOVE REFERENCED PROJECT:


Shane Germany, Architect



August 3, 2023

Re: Fire Station #7 ReRoof
46 Parkway Blvd
Hattiesburg, Mississippi 39401
CN 23-3982

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Attn: Toby Barker, Mayor

Dear Mr. Barker:

This letter shall serve as our acknowledgement that the apparent low bidder for the above referenced project, Associated Contractors, Inc. holds valid and current Certificate of Responsibility Number 15510-MC with the Mississippi State Board of Contractors and has provided to you a bid bond in accordance with the Bid Security requirements.

Based on the above facts, we anticipate that the Contractor can fulfill the duties of the proposed Contract for Construction. In accordance with the specifications, we have requested additional information in regard to the costs, products, and subcontractors the low bidder intends to employ. We will provide this supplemental information under separate cover.

Attached, please find the certified Bid Tab result and the supporting documentation as submitted for all bidders for your information and use.

If you have any questions, please feel free to contact the office.

Respectfully,

Shane Germany, AIA
Architect / Partner



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, August 22, 2023

Re: Approve Agreement between City of Hattiesburg, South Mississippi Planning and Development District, and Mobile Street Properties, LLC., for participation in the Commercial Redevelopment Incentive Program for redevelopment of property located at 203 and 205 Mobile Street, Hattiesburg, Mississippi and authorize the Mayor to execute the same.
File Number: 2023-570
Minute Book #

Summary

Approve Agreement between City of Hattiesburg, South Mississippi Planning and Development District, and Mobile Street Properties, LLC., for participation in the Commercial Redevelopment Incentive Program for redevelopment of property located at 203 and 205 Mobile Street, Hattiesburg, Mississippi and authorize the Mayor to execute the same.

Recommendation Statement

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

Please place this on the August 22, 2023 City Council meeting for consideration.

TRI-PARTY AGREEMENT
FOR COMMERCIAL REDEVELOPMENT INCENTIVE GRANT
AND RELATED SERVICES

This Tri-Party Agreement for Commercial Redevelopment Incentive Grant and Related Services (herein the “Tri-Party Agreement”) is entered into as of the **22nd** day of **August, 2023**, by and among the City of Hattiesburg (hereinafter, “City”), **MOBILE STREET DEVELOPMENT, LLC** (hereinafter, “**DEVELOPER**”) and Southern Mississippi Planning and Development District, Inc. (hereinafter, “SMPDD”). Each above entity is a “Party” and collectively they shall be referred to as the “Parties”.

WHEREAS, the City has authority to appropriate and provide to SMPDD such sums as it deems necessary and desirable pursuant to Miss. Code Ann. § 17-19-1; and

WHEREAS, the City may also place reasonable conditions on the use of the funds allocated to SMPDD, and otherwise earmark such funds for a specific purpose; and

WHEREAS, SMPDD is a 501(c)(3) private non-profit corporation which engages in activities which include, but are not limited to, administration of a Commercial Redevelopment Incentive Grant Program (the “Grant Program”), which allows private developers to apply for redevelopment grants to incentivize the reuse/redevelopment of existing commercial properties; and

WHEREAS, it is the desire of the City to allocate to SMPDD certain sums described below for the specific purpose of funding the Grant Program to be used as described below for redevelopment of commercial property located at **203 & 205 Mobile Street, Hattiesburg, MS 39401** (the “Redevelopment Project”), which shall be developed for the purpose of opening and operating a retail establishment; and specifically **POP & CO. (203 Mobile St.), THE SAVVY PAIR (205 Moblie St., Suite 10) and HONEY CLOTHING CO (205 Mobile St., Suite 20).**

WHEREAS, it is understood by all parties that the incentive for **DEVELOPER’S** participation in the Grant Program is based upon the Verified Tax Increase, as defined herein, and as further described in the Program Agreement to be entered into by and between SMPDD and **DEVELOPER** contemporaneously herewith; and

WHEREAS, **DEVELOPER** has approached the City and requested participation in the Grant Program administered by SMPDD in order to incentivize the reuse/redevelopment of existing commercial property within the City, as described above; and

WHEREAS, **DEVELOPER**, the City and SMPDD wish to proceed with memorializing this agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. DEVELOPER REPRESENTATIONS AND RESPONSIBILITIES

1. **DEVELOPER** represents that it owns or will purchase the Redevelopment Project, and that it has or will secure a lease of the Redevelopment Project with **POP & CO., THE SAVVY PAIR AND HONEY CLOTHING, CO.** as lessees (“**COMMERCIAL ENTITIES**”), for the purpose of operating an **COMMERCIAL ENTITIES** retail establishments (“**COMMERCIAL ENTITIES**”) upon the Redevelopment Project.
2. Prior to the execution of this Tri-Party Agreement, **DEVELOPER** has completed a grant application with SMPDD which included, but is not limited to, estimated costs, projected tax increase, and development time frame, in order to take part in the Grant Program.
3. Upon approval of the grant application, **DEVELOPER** will enter into a Program Agreement with SMPDD governing the distribution of funds under the Grant Program.
4. **DEVELOPER** will redevelop the Redevelopment Project and will document all costs incurred by it in said redevelopment for the purpose of leasing the property to **COMMERCIAL ENTITIES** for the further purpose of opening and operating **COMMERCIAL ENTITIES**.
5. **DEVELOPER** acknowledges and agrees that within 90 days of the grant of a certificate of occupancy for the Redevelopment Project, documentation of project costs will be provided to the City and SMPDD, to the City’s and SMPDD’s satisfaction. “Project Costs” shall be defined as any expenditure related to the reuse and redevelopment of the Redevelopment Project, including the purchase price of the real property related to the Redevelopment Project (but excluding associated acquisition costs, including, but not limited to, attorney’s fees, title abstract fees, title insurance, hazard insurance, attorney’s fees, prorated taxes, appraisal costs, and financing-related costs), and cost of materials directly related to the reuse and redevelopment (but excluding expenditures for furniture, fixtures and equipment, general maintenance, and work that does not improve the appearance or functionality of the Redevelopment Project).
6. **DEVELOPER** acknowledges that it is eligible to participate in the Grant Program administered by SMPDD. Under the Grant Program, commencing twelve (12) months after the certificate of occupancy is issued, and once per year for a period of up to fifteen (15) consecutive years (the “Program Years”), **DEVELOPER** is eligible to receive an amount equal to 35% of the City’s portion of the verified increase in sales tax collected by the City and directly attributable to sales made by **COMMERCIAL**

ENTITIES (the “Verified Tax Increase”). The 35% of the Verified Tax Increase attributable to sales by **DEVELOPER** shall be referred to herein as the “Grant Award.” Under no circumstances will the total Grant Award exceed the lesser of one-third (1/3) of **DEVELOPER**’s total substantiated Project Costs (the “Grant Cap”).

7. **DEVELOPER** acknowledges that SMPDD shall be entitled to an administration fee of Ten Percent (10%) of every Grant Award (the “Administrative Fee”), as more fully detailed in the Program Agreement, which will be deducted from all Grant Awards prior to SMPDD paying the balance thereof to **DEVELOPER**.
8. **DEVELOPER** acknowledges that upon acceptance of its completed Grant Program application, and execution of this Tri-Party Agreement and the Program Agreement, Grant Awards will not begin until twelve (12) months after the certificate of occupancy is issued to **DEVELOPER** for the Redevelopment Project, and the Verified Tax Increase is reviewed and accepted by both the City and SMPDD. It shall be **DEVELOPER**’s responsibility to provide documented proof of the Verified Tax Increase to the City and SMPDD to the satisfaction of each entity.
9. **DEVELOPER** acknowledges that its lease agreement with **DEVELOPER** requires **COMMERCIAL ENTITIES**, as lessee, to provide the Verified Tax Increase information and supporting documentation to **DEVELOPER**, the City and SMPDD on an annual basis. This shall include, but is not limited to, the total Mississippi sales taxes paid by **COMMERCIAL ENTITIES**. The parties acknowledge that this information provided by **COMMERCIAL ENTITIES** is third party proprietary information and will not be further released by any Party to this Tri-Party Agreement, unless required by law.
10. **DEVELOPER** represents to the City and SMPDD that its proposed Redevelopment Project would not be a commercially prudent and financially feasible project for **DEVELOPER**’s private investment without the Grant Award and that “but for” the incentive of the Grant Award, **DEVELOPER** would not undertake the Redevelopment Project.

II. CITY REPRESENTATIONS AND RESPONSIBILITIES:

1. City agrees that upon **DEVELOPER**’s compliance with the above obligations, and as consideration therefore, it will provide to SMPDD, as administrator of the Grant Program and on **DEVELOPER**’s behalf, the Grant Award. SMPDD shall be compensated by way of the Administrative Fee. The Administrative Fee shall be deducted from the Grant Award prior to submission of payment to **DEVELOPER**.
2. For **DEVELOPER**’s successful participation in the Grant Program, the City agrees to provide the Grant Award to SMPDD during the Program Years, or until the Grant Cap

is reached, whichever occurs first, unless sooner terminated in accordance with Paragraphs 4 or 5 of this Section II.

3. The City will execute and deliver to SMPDD any other documentation consistent with this Tri-Party Agreement necessary to carry out the terms hereof.
4. Should the Redevelopment Project as defined herein cease to exist, or in the event **COMMERCIAL ENTITIES** terminate its lease and/or its operations at their corresponding **PROPERTY ADDRESSES (as listed in Page 1 of this document)**, this Tri-Party Agreement will automatically terminate and the responsibilities of the City and SMPDD, as identified herein, shall terminate effective immediately as of the date of termination of operations of **COMMERCIAL ENTITIES** or cessation of the Redevelopment Project, whichever date first occurs.
5. The City is agreeing to contribute the Grant Award as calculated by the Verified Tax Increase in sales tax resulting from only this Redevelopment Project, and specifically excludes an increase in sales tax resulting from any further expansion, or additional redevelopment in the future. If at any time during the Program Years the real property constituting the Redevelopment Project is conveyed, transferred or assigned to any other entity by **DEVELOPER**, whether by specific act or operation of law, the obligations of SMPDD and the City under this Tri-Party Agreement, and the obligations of SMPDD under the Program Agreement, shall automatically terminate, unless the City and SMPDD have granted their prior written consent to the conveyance, transfer or assignment, which consent shall not be unreasonably withheld. In the event the City and SMPDD authorize such conveyance, transfer or assignment, the rights, duties and obligations of **DEVELOPER** must be assigned to and assumed by the party to which the Redevelopment Project is conveyed, transferred or assigned. Notwithstanding the foregoing, in the event the Redevelopment Project is leased by any entity other than **COMMERCIAL ENTITIES**, the City's obligations under this Tri-Party Agreement shall automatically terminate.

III. SMPDD REPRESENTATIONS AND RESPONSIBILITIES

1. Upon execution of this Tri-Party Agreement, SMPDD will provide an application to **DEVELOPER** for participation in SMPDD's Grant Program.
2. Upon reaching terms satisfactory to SMPDD and **DEVELOPER**, SMPDD will enter a Program Agreement with **DEVELOPER** governing the distribution of funds under the Grant Program.
3. The Grant Program and Program Agreement will allow for and detail the mechanism for distribution of the Grant Award to **DEVELOPER** pertaining to the Redevelopment Project.

4. The Program Agreement between SMPDD and **DEVELOPER** will define the Administrative Fee to be charged by SMPDD and paid from the Grant Award provided by the City; however, no additional funds from the City shall be obligated beyond those identified above.
5. SMPDD will administer the Grant Program to ensure that **DEVELOPER** meets all requirements and obligations identified herein and in the Program Agreement prior to distribution of any Grant Award.
6. SMPDD's administration of the Grant Program includes receipt of the Grant Award from the City, determining (in conjunction with the City) the appropriate amount of funds due to **DEVELOPER**, if any, and disbursing the Grant Award, less the Administrative Fee, to **DEVELOPER** in accordance with this Tri-Party Agreement and the Program Agreement.
7. Upon SMPDD's annual receipt of the Grant Award, SMPDD shall prepare a report to **DEVELOPER** and the City (the "Annual Report") which will include, but is not limited to: (a) the Verified Tax Increase for the year; (b) the amount of the Grant Award for the year; (c) the amount of the Administrative Fee to be deducted from that year's Grant Award and retained by SMPDD; and (d) the amount of eligible awards remaining on the Grant Cap after each annual Grant Award.

IV. GENERAL TERMS

1. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, to the following:

Ann Jones, Chief Administrative Officer
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Mobile Street Development, LLC
Chad Edmonson
PO Box 735
Hattiesburg, MS 39403

Southern Mississippi Planning and Development District, Inc.
Attn: Leonard Bentz, Executive Director
10441 Corporate Drive, Ste. 1
Gulfport, MS 39503

2. The modification or amendment of this Tri-Party Agreement, or any of the provisions herein, will not become effective unless executed in writing by all Parties.

3. Except for disclosure to legal counsel, accountant or financial advisors, no Party to this Tri-Party Agreement shall disclose the terms hereof to any person who is not a Party or signatory hereto, unless disclosure thereof is required by law or otherwise authorized by this Tri-Party Agreement or consented to by all Parties in writing. The parties understand that this agreement is a public record and must be adopted by the City Council on the minutes of an open meeting. Unauthorized disclosure of the terms of this Tri-Party Agreement shall be a material breach hereof.

4. Nothing contained in this Agreement shall be construed as constituting any Parties as principal and agent, partners or joint venturers.

5. If any provision of this Tri-Party Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision herein is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

6. This Tri-Party Agreement shall be construed in accordance with the laws of the State of Mississippi. Any and all disputes arising hereunder shall be tried in a court of competent jurisdiction in Forrest County, Mississippi. By execution hereof, each Party consents to jurisdiction in Forrest County, Mississippi, and waives any and all defenses or objections to jurisdiction or venue in Forrest County, Mississippi.

7. This Tri-Party Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. The Parties stipulate that a photocopy of an executed original shall be admissible in evidence for all purposes in any proceeding as between the Parties.

8. This Tri-Party Agreement has been jointly drafted by all Parties, and in the event of any ambiguity, such ambiguity shall not be construed against any drafting Party.

AGREED:

City of Hattiesburg:

DATE: _____

By: _____

Mobile Street Properties, LLC:

DATE: _____

By: _____

Southern Mississippi Planning and Development District, Inc.

DATE: _____

By: _____



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, August 22, 2023
Re: Approve Agreement between City of Hattiesburg and Mississippi Power allowing permission for MS Power to use certain parking lot areas locate at Tatum Park in the event of a major disaster for staging trucks and crews.
File Number: 2023-571
Minute Book #

Summary

Approve agreement between City of Hattiesburg and Mississippi Power allowing permission for MS Power to use certain parking lot areas locate at Tatum Park in the event of a major disaster for staging trucks and crews.

Recommendation Statement

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

Please place this on the August 22, 2023 City Council meeting for consideration.

July 17, 2023

City of Hattiesburg, Tatum Park
Attn: Ann Jones
101 Parkway Boulevard
Hattiesburg, MS 30401

RE: Mississippi Power Company Disaster Staging Site Request

Dear Ann,

Over the past several years, you have graciously given permission to Mississippi Power Company to use Tatum Park as one of our major disaster staging sites. We would like to once again request permission to use this location as a staging site for staging trucks and crews during disaster restoration efforts such as, but not limited to, hurricane restoration. These staging sites play a critical role in our ability to restore power to the community in a timely manner.

We would only activate this staging site in the event of a major disaster and we will work with you to attempt to avoid any disruption to any activities held at the site if the site is activated. Typically, we would only need the site for a few days and in some rare occasions up to a few weeks. Attached is a "Hold Harmless" agreement for your review and signature. Please return the signed agreement to me to complete the authorization and we will provide you a copy for your records. Thank you for taking this request into consideration.

Best regards,

Tonia Ware
Mississippi Power Company
Toware@southernco.com
(601) 543-7085 cell

HOLD HARMLESS AGREEMENT

Mississippi Power Company ("MPC") agrees to hold harmless and defend City of Hattiesburg Parks and Recreation ("Owners"), its agents, successors, officers, employees and assigns, from any and all liability of any kind whatsoever for any personal injury or damages to any property only on account of the actions or inactions of MPC, its agents, successors, employees and assigns. It is specifically understood and agreed that MPC's obligation to hold harmless and defend Owner is limited to the period of time during which MPC is on or using all, or a part of, Owner's property described as:

Location: Tatum Park

Address: 101Parkway Blvd., Hattiesburg, MS 39401

See attached map.

It being further specifically understood and agreed that MPC's hold harmless and defense obligation does not extend to, or will in any way compensate, any of Owner's, if any, loss of revenue, income, profits or any other consequential damages incurred by Owner arising from, in connection with or resulting from MPC's use of Owner's Property. It is the intent of this agreement to only hold harmless and defend Owner for personal injury and property damage in the scope detailed above.

MPC further agrees to repair any damages to Owner's Property caused by MPC, its agents, successors, employees or assigns arising out of MPC's presence on or use of Owner's Property.

This agreement will remain valid for a period of three (3) years from the last date of signature and can be terminated at any time by either party with thirty (30) days written notice; provided, however, this agreement may not be terminated if MPC is using the Property or if a named tropical system is in the Gulf of Mexico or predicted to be in the Gulf of Mexico within seven (7) days of the date of notice.

By: Shawn Shurden (Print Name)
(Mississippi Power Company Representative)

Signature: _____

Title: Vice President

Date: _____

[Owner's Permission and Signature Page to Follow]

MPC is being granted permission by _____ for use of the Property described above in the event of emergency restoration efforts.

By: _____
(Owner or Representative - please sign)

Name and Title: _____

Date: _____

Property

Tatum Park – Designated use areas outlined in red.





Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 22, 2023

Re: Acknowledge receipt of the monthly budget report for the month ending July 31, 2023.
File Number: 2023-546
Minute Book #

Summary

Recommendation Statement

Please place this on the August 22, 2023 City Council meeting for consideration.

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 General Fund							
001001 REVENUES							
206500 HOUSING AUTHORITY	-23,500	-23,500	-10,740.65	.00	.00	-12,759.35	45.7%
220000 PRIVILEGE LICENSES	-140,000	-140,000	-89,650.20	-8,410.29	.00	-50,349.80	64.0%
220100 PROPANE RETAIL LICENSE FEE	0	0	-50.00	-6.25	.00	50.00	100.0%
221100 ELECTRICAL FRANCHISE	-2,900,000	-2,900,000	-2,975,959.31	-649,372.69	.00	75,959.31	102.6%
221200 SOLID WASTE OPER/FRANCHISE	-160,000	-160,000	-140,054.28	-19,758.56	.00	-19,945.72	87.5%
221400 FIBER INFRASTRUCTURE-UNITI FI	-7,500	-7,500	-9,686.98	-2,453.51	.00	2,186.98	129.2%
221500 GAS FRANCHISE	-170,000	-170,000	-211,954.99	-46,693.20	.00	41,954.99	124.7%
221800 CSPIRE FIBER-TELEPAK FRANCHIS	-3,000	-3,000	-1,974.61	.00	.00	-1,025.39	65.8%
221900 CABLE T.V. FRANCHISE	-360,000	-360,000	-236,968.28	.00	.00	-123,031.72	65.8%
222100 BUILDING PERMIT/INSPECTION	-360,000	-360,000	-514,963.00	-34,877.00	.00	154,963.00	143.0%
222300 SIGN PERMIT	-18,000	-18,000	-13,173.00	-2,334.00	.00	-4,827.00	73.2%
222400 LAND CODE ENFORCEMENT	-15,000	-15,000	-14,145.00	-2,235.00	.00	-855.00	94.3%
222500 GAS & PLUMBING	-12,000	-12,000	-6,150.00	-250.00	.00	-5,850.00	51.3%
222600 ELECTRICAL INSPECTION	-12,000	-12,000	-7,679.00	-750.00	.00	-4,321.00	64.0%
222700 DEMOLITION PERMIT	-1,000	-1,000	-1,100.00	-100.00	.00	100.00	110.0%
222800 HOUSE MOVING	-1,000	-1,000	-1,050.00	.00	.00	50.00	105.0%
223400 PROPERTY CLEAN-UP COST	-150,000	-150,000	-54,388.60	.00	.00	-95,611.40	36.3%
223600 WRECKER REGISTRATION FEE	-500	-500	-250.00	.00	.00	-250.00	50.0%
223700 BURN OR MISC FIRE PERMITS	-2,000	-2,000	-2,100.00	.00	.00	100.00	105.0%
223800 AMBULANCE PERMIT	-900	-900	-900.00	.00	.00	.00	100.0%
223900 TRANSIENT VENDOR FEES	-1,000	-1,000	-2,625.00	-125.00	.00	1,625.00	262.5%
224500 ZONING CERTIFICATE FEE	-13,000	-13,000	-7,150.00	-850.00	.00	-5,850.00	55.0%
225500 CONTRACTOR LICENSE FEE	0	0	-125.00	.00	.00	125.00	100.0%
225600 GOLF CART REGISTRATION	0	0	-6,600.00	-500.00	.00	6,600.00	100.0%
229000 NSF CHECK FEE	-120	-120	-180.00	-60.00	.00	60.00	150.0%
229900 MISC. PERMITS & FEES	-60,000	-60,000	-86,620.00	-322.00	.00	26,620.00	144.4%
230100 HHS.-SAMHSA GRANT	-481,537	-481,537	-172,217.44	-5,408.32	.00	-309,319.56	35.8%
230200 DPS COVID PREMIUM PAY	0	0	-198,000.00	.00	.00	198,000.00	100.0%
230700 JUST.-OTHER	-12,400	-12,400	-5,145.18	.00	.00	-7,254.82	41.5%
231100 JUST.-BYRNE GRANTS	-43,804	-43,804	-22,282.00	.00	.00	-21,522.00	50.9%
231600 JUST.-COPS HIRING RECOVERY	-163,337	-236,337	.00	.00	.00	-236,337.00	.0%
231700 JUST.-UNIVERSAL COPS	-65,979	-65,979	-4,849.98	.00	.00	-61,129.02	7.4%
232100 HHS-HIDTA NARCOTICS GRANT	-27,580	-27,580	-16,893.82	.00	.00	-10,686.18	61.3%
233700 FEMA RELIEF	-700,000	-700,000	-84,593.85	.00	.00	-615,406.15	12.1%
236200 HUD-LEAD HAZARD REDUCT GRANT	-462,114	-1,400,650	.00	.00	.00	-1,400,650.00	.0%
250500 ARCHIVES & HISTORY	-102,400	-102,400	-102,400.00	.00	.00	.00	100.0%
251500 POLICE ACADEMY REIMB.	-55,000	-55,000	-44,000.00	.00	.00	-11,000.00	80.0%

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
251800 SOLID WASTE GRANT	-75,000	-75,000	-75,000.00	.00	.00	.00	100.0%
252600 STOP VIOLENCE GRANT	-41,748	-41,748	-18,220.71	.00	.00	-23,527.29	43.6%
2526MC STOP VIOLENCE-MUNI COURT GRAN	-70,526	-275,070	-17,436.51	.00	.00	-257,633.49	6.3%
252700 ALCOHOL INCENTIVE	-83,854	-83,854	-44,622.79	.00	.00	-39,231.21	53.2%
260000 GENERAL SALES TAX	-25,500,000	-25,500,000	-23,133,888.92	-2,337,352.97	.00	-2,366,111.08	90.7%
260100 CITY UTILITY TAX	-30,000	-30,000	-39,035.79	-2,509.28	.00	9,035.79	130.1%
261000 ALCOHOLIC BEV. LICENSE	-160,000	-160,000	-131,250.00	-12,750.00	.00	-28,750.00	82.0%
267000 MPO-METROPOLITAN PLANNING	-373,063	-373,063	-85,408.80	.00	.00	-287,654.20	22.9%
270900 LAMAR/FORREST-HAZ.WASTE PROJ	-3,000	-3,000	.00	.00	.00	-3,000.00	.0%
274006 K-9 GRANT - ASBURY FOUNDATION	0	0	-13,000.00	.00	.00	13,000.00	100.0%
285500 CRIME SCENE UNIT CONT AGRMT	-40,000	-40,000	-50,000.00	.00	.00	10,000.00	125.0%
287000 POLICE/FIRE-SPECIAL DUTY	-220,000	-220,000	-104,656.80	-4,983.50	.00	-115,343.20	47.6%
288300 US MARSHALL O/T REIMB.	-12,000	-12,000	-8,126.28	.00	.00	-3,873.72	67.7%
288400 FED BUREAU INVEST O/T REIMB.	-3,000	-3,000	.00	.00	.00	-3,000.00	.0%
291000 PARKING METERS	-800	-800	-425.10	-70.45	.00	-374.90	53.1%
295100 RECYCLING PICK UP	-115,000	-115,000	-96,048.08	-10,553.40	.00	-18,951.92	83.5%
296000 TRASH HAULING	-160,000	-160,000	-182,405.61	-42,861.99	.00	22,405.61	114.0%
296500 RESIDENTL WASTE COLLECTN	-2,050,000	-2,050,000	-1,615,737.74	-143,573.78	.00	-434,262.26	78.8%
331000 MUNICIPAL COURT COLLECTIONS	-1,000	-1,000	.00	.00	.00	-1,000.00	.0%
332000 POLICE FINES	-115,000	-115,000	8,788.33	.00	.00	-123,788.33	-7.6%
332100 CITY COURT COSTS	-85,000	-85,000	-45,806.02	-3,766.38	.00	-39,193.98	53.9%
332200 CCC-JAIL REIMB.	0	0	-33.91	.00	.00	33.91	100.0%
332700 ANIMAL CONTROL	0	0	-25.68	-2.37	.00	25.68	100.0%
332800 COURT TECHNOLOGY FEE	-190,000	-190,000	-101,317.88	-8,385.29	.00	-88,682.12	53.3%
333000 ENVIRONMENTAL COURT FINES	-8,000	-8,000	-1,464.50	.00	.00	-6,535.50	18.3%
340500 CHECKING ACCOUNT INTEREST	-100,000	-100,000	-39,119.18	-4,733.90	.00	-60,880.82	39.1%
341201 TRAIN DEPOT FACILITY	-30,000	-30,000	-16,798.50	-500.00	.00	-13,201.50	56.0%
341202 P&F ACADEMY RENTALS	-8,000	-8,000	-16,900.00	.00	.00	8,900.00	211.3%
341203 PBMH-COURTESY FORD BLDG RENTA	-24,000	-24,000	-9,000.00	.00	.00	-15,000.00	37.5%
341207 MERCHANTS	-2,400	-2,400	-2,000.00	-200.00	.00	-400.00	83.3%
341223 KLONDYKE ST RENT	0	0	-17,500.00	-2,500.00	.00	17,500.00	100.0%
341245 MISC CELL TOWER REVENUES	0	0	-3,240.00	.00	.00	3,240.00	100.0%
341500 PARKING GARAGE-CIVIC CTR	-15,000	-15,000	-8,767.50	-870.00	.00	-6,232.50	58.5%
341600 PARKING GARAGE-PINE ST.	-12,000	-12,000	-8,942.50	-1,845.00	.00	-3,057.50	74.5%
341701 MAIN STREET PARKING LOT	-10,000	-10,000	-3,575.00	-650.00	.00	-6,425.00	35.8%
341704 MOBILE ST. PKG.LOT #1	-600	-600	.00	.00	.00	-600.00	.0%
341707 HEMPHILL PKG. LOT	-1,800	-1,800	-1,800.00	-450.00	.00	.00	100.0%
341708 EAST PINE PKG.LOT	-600	-600	.00	.00	.00	-600.00	.0%
341710 REGIONS BANK STREET PARKING	-400	-400	-360.00	.00	.00	-40.00	90.0%
342000 CEMETERY FEES	-45,000	-45,000	-26,795.00	-3,045.00	.00	-18,205.00	59.5%
345501 CONTR-HISTORIC HBRG DWTWN ASS	-30,000	-30,000	-30,000.00	.00	.00	.00	100.0%
345900 CONTRIBUTIONS-OTHER	-150,000	-150,000	-148,004.99	.00	.00	-1,995.01	98.7%
346100 CONTRIB-POLICEMAN'S BENEFIT	0	0	-800.00	.00	.00	800.00	100.0%
346500 CONTRIB-H'BURG. CONV. COMM.	-4,000	-4,000	.00	.00	.00	-4,000.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
346900 CONTRIB-OTHER	-5,000	-5,000	-100.00	.00	.00	-4,900.00	2.0%
347000 CONTRIB-MIDNIGHT ON FRONT ST	-4,000	-4,000	.00	.00	.00	-4,000.00	.0%
359000 POLICE DEPT-MISC CHARGES	-535,000	-535,000	-427,337.34	-42,906.49	.00	-107,662.66	79.9%
380011 T/F WATER & SEWER	-824,000	-824,000	-424,000.00	.00	.00	-400,000.00	51.5%
380025 T/F '11 TIF B&I KOHLS	0	-1,255	.00	.00	.00	-1,255.00	.0%
380027 T/F TAX COLLECTORS-GPT	-19,600,000	-19,600,000	-19,002,785.92	-385,302.26	.00	-597,214.08	97.0%
3800EB T/F TAX COLL-EXCESS BID	-160,000	-160,000	-182,854.03	.00	.00	22,854.03	114.3%
3800IP T/F TAX COLL-INT/PEN	-300,000	-300,000	-171,458.28	-21,477.53	.00	-128,541.72	57.2%
392000 SALE OF REAL ESTATE	-80,000	-80,000	-698,600.00	.00	.00	618,600.00	873.3%
393000 SALE OF CEMETERY LOTS	-85,000	-85,000	-57,770.00	-3,545.00	.00	-27,230.00	68.0%
394000 SALE OF EQUIPMENT	-270,000	-270,000	-9,476.00	.00	.00	-260,524.00	3.5%
394300 SALE OF SCRAP MATERIAL	-3,500	-3,500	-3,932.70	.00	.00	432.70	112.4%
394500 SALE OF MISC. ITEMS	0	0	-84.79	.00	.00	84.79	100.0%
395000 MDB LOAN PYMT-HUB CITY LOFTS	0	0	-2,983.00	-554.27	.00	2,983.00	100.0%
395900 COPIES/RECORDS REQUEST FEES	-200	-200	-21.90	-21.90	.00	-178.10	11.0%
396400 VENDING COMM./REFUNDS	0	0	-55.65	.00	.00	55.65	100.0%
396500 REFUND & RECOVERY	-35,000	-35,000	-18,210.13	-1,515.67	.00	-16,789.87	52.0%
396501 SETTLEMENT PROCEEDS	0	0	-11,098.18	.00	.00	11,098.18	100.0%
396700 RECOVERY OF DAMAGE CLAIMS	0	0	-109,598.97	.00	.00	109,598.97	100.0%
399900 APPROPRIABLE FUND BALANCE	-19,000,000	-19,130,736	.00	.00	.00	-19,130,736.00	.0%
TOTAL REVENUES	-77,197,162	-78,545,233	-52,255,712.52	-3,811,432.25	.00	-26,289,520.48	66.5%
TOTAL REVENUES	-77,197,162	-78,545,233	-52,255,712.52	-3,811,432.25	.00	-26,289,520.48	

002 PARKS & RECREATION FUND

002001 PKS/REC FUND REVENUES

233900 MISC FEDERAL GRANTS	-1,000	-1,000	.00	.00	.00	-1,000.00	.0%
250300 MISCELLANEOUS STATE GRANTS	-6,660	-6,660	.00	.00	.00	-6,660.00	.0%
311000 SWIM FEES-C.E. ROY/5TH ST CC	0	0	-339.00	-150.00	.00	339.00	100.0%
311200 SWIM FEES-DAHMER PARK	0	0	-645.00	-333.00	.00	645.00	100.0%
312100 CHEER PROGRAM	0	0	-820.00	-820.00	.00	820.00	100.0%
312200 SUMMER DAY CAMP	0	0	-10,215.00	150.00	.00	10,215.00	100.0%
313800 TATUM PK PAVILION USE	-200	-200	-825.00	.00	.00	625.00	412.5%
313900 EASTSIDE PK PAVILION USE	-500	-500	-175.00	.00	.00	-325.00	35.0%
314700 DAHMER PAVILION USE FEE	-500	-500	-870.00	-25.00	.00	370.00	174.0%
315000 BALLFIELD USE FEES	-1,500	-1,500	-750.00	-25.00	.00	-750.00	50.0%
315100 PARKS-MISC USE FEES	-4,000	-4,000	-8,220.00	-2,010.00	.00	4,220.00	205.5%
316002 LITTLE TIGERS BASKETBALL	-4,000	-4,000	-3,420.00	.00	.00	-580.00	85.5%
316004 YOUTH TRACK & FIELD	-1,500	-1,500	-2,730.00	.00	.00	1,230.00	182.0%

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002	PARKS & RECREATION FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
316015	TACKLE FOOTBALL	-1,200	-1,200	-60.00	.00	.00	-1,140.00	5.0%
316202	ADULT BASKETBALL	-4,000	-4,000	-3,850.00	.00	.00	-150.00	96.3%
316203	ADULT CO-ED SOFTBALL	-4,000	-4,000	-3,500.00	-1,200.00	.00	-500.00	87.5%
316204	ADULT MEN'S SOFTBALL	-3,000	-3,000	-6,850.00	-2,400.00	.00	3,850.00	228.3%
316209	ADULT FLAG FOOTBALL	-1,000	-1,000	.00	.00	.00	-1,000.00	.0%
316212	ADULT PICKLEBALL	0	0	-230.00	.00	.00	230.00	100.0%
317000	CERAMICS CLASS FEES	0	0	-1,250.00	-200.00	.00	1,250.00	100.0%
317800	DRAMA,ART,DANCE LESSONS	-25,000	-25,000	-24,605.00	-1,710.00	.00	-395.00	98.4%
340500	CHECKING ACCOUNT INTEREST	-2,000	-2,000	-13,821.51	-4,595.38	.00	11,821.51	691.1%
380001	T/F GENERAL FUND	-2,317,341	-2,317,341	-2,317,341.00	.00	.00	.00	100.0%
380027	T/F TAX COLLECTORS-GPT	-985,000	-985,000	-947,702.09	-18,482.59	.00	-37,297.91	96.2%
396500	REFUND & RECOVERY	0	0	-270.00	.00	.00	270.00	100.0%
399900	APPROPRIABLE FUND BALANCE	-360,000	-933,470	.00	.00	.00	-933,470.00	.0%
	TOTAL PKS/REC FUND REVENUES	-3,722,401	-4,295,871	-3,348,488.60	-31,800.97	.00	-947,382.40	77.9%
	TOTAL REVENUES	-3,722,401	-4,295,871	-3,348,488.60	-31,800.97	.00	-947,382.40	
004 LIBRARY FUND								
004001 LIBRARY FUND REVENUES								
380027	T/F TAX COLLECTORS-GPT	0	0	-925,017.75	-18,040.20	.00	925,017.75	100.0%
	TOTAL LIBRARY FUND REVENUES	0	0	-925,017.75	-18,040.20	.00	925,017.75	100.0%
	TOTAL REVENUES	0	0	-925,017.75	-18,040.20	.00	925,017.75	
005 HATT.MUNICIPAL FIRE PROTECTION								
005001 H.M.F.P.FUND REVENUES								
262000	PRO-RATA FIRE INS. PREM	-290,000	-290,000	.00	.00	.00	-290,000.00	.0%
262500	FIRE INS REBATE/CODE ENF/COMP	-7,500	-7,500	.00	.00	.00	-7,500.00	.0%
286200	FIRE PROT.SHARE-USM	-95,652	-95,652	.00	.00	.00	-95,652.00	.0%
332500	FIRE CODE VIOLATIONS	0	0	-45.50	.00	.00	45.50	100.0%
340500	CHECKING ACCOUNT INTEREST	-3,000	-3,000	-5,142.01	-603.31	.00	2,142.01	171.4%
399900	APPROPRIABLE FUND BALANCE	-550,000	-892,639	.00	.00	.00	-892,639.00	.0%
	TOTAL H.M.F.P.FUND REVENUES	-946,152	-1,288,791	-5,187.51	-603.31	.00	-1,283,603.49	.4%
	TOTAL REVENUES	-946,152	-1,288,791	-5,187.51	-603.31	.00	-1,283,603.49	

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008	SPECIAL STREET IMPR.FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
008 SPECIAL STREET IMPR.FUND								
008001 SPEC.ST.IMPR REVENUES								
265000	MUNICIPAL AID	-60,000	-60,000	-95,041.26	-27,728.10	.00	35,041.26	158.4%
340500	CHECKING ACCOUNT INTEREST	-800	-800	-1,839.25	-242.76	.00	1,039.25	229.9%
399900	APPROPRIABLE FUND BALANCE	-266,000	-266,716	.00	.00	.00	-266,716.00	.0%
	TOTAL SPEC.ST.IMPR REVENUES	-326,800	-327,516	-96,880.51	-27,970.86	.00	-230,635.49	29.6%
	TOTAL REVENUES	-326,800	-327,516	-96,880.51	-27,970.86	.00	-230,635.49	
009 WATER & SEWER OPERATION/MAINT.								
009001 W&S O&M REVENUES								
295500	LAGOON DUMPING	-45,000	-45,000	-62,360.00	-6,200.00	.00	17,360.00	138.6%
340500	CHECKING ACCOUNT INTEREST	-5,000	-5,000	-4,801.87	-410.16	.00	-198.13	96.0%
380011	T/F WATER & SEWER	-14,000,000	-14,000,000	-11,656,976.83	-1,156,982.83	.00	-2,343,023.17	83.3%
394000	SALE OF EQUIPMENT	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
394300	SALE OF SCRAP MATERIAL	-3,500	-3,500	-1,599.80	.00	.00	-1,900.20	45.7%
396500	REFUND & RECOVERY	0	0	14.00	.00	.00	-14.00	100.0%
399900	APPROPRIABLE FUND BALANCE	-1,500,000	-2,189,210	.00	.00	.00	-2,189,210.00	.0%
	TOTAL W&S O&M REVENUES	-15,653,500	-16,342,710	-11,725,724.50	-1,163,592.99	.00	-4,616,985.50	71.7%
	TOTAL REVENUES	-15,653,500	-16,342,710	-11,725,724.50	-1,163,592.99	.00	-4,616,985.50	
010 WATER & SEWER B & I								
010001 W&S B&I REVENUES								
340500	CHECKING ACCOUNT INTEREST	-10,000	-10,000	-45,896.93	-14,284.60	.00	35,896.93	459.0%
340700	OTHER INTEREST	0	0	-85,106.72	-5,477.73	.00	85,106.72	100.0%
380011	T/F WATER & SEWER	0	0	-53,333.00	.00	.00	53,333.00	100.0%
380021	T/F 21 REFUNDING	-3,000,000	-3,000,000	-2,500,000.00	-250,000.00	.00	-500,000.00	83.3%
3800B	T/F WATER & SEWER '12	-640,000	-640,000	-479,997.00	-53,333.00	.00	-160,003.00	75.0%

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010	WATER & SEWER B & I	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3800C	T/F WATER & SEWER '13	-1,500,000	-1,500,000	-1,250,000.00	-125,000.00	.00	-250,000.00	83.3%
3800D	T/F WATER & SEWER '16	-2,680,000	-2,680,000	-2,233,330.00	-223,333.00	.00	-446,670.00	83.3%
3800GO	T/F '10 W&S GO BONDS	-250,000	-250,000	-208,330.00	-20,833.00	.00	-41,670.00	83.3%
3800M	T/F WTR/SWR(METER GO)	-680,000	-680,000	-566,660.00	-56,666.00	.00	-113,340.00	83.3%
396500	REFUND & RECOVERY	0	0	359,998.02	-41,667.00	.00	-359,998.02	100.0%
399900	APPROPRIABLE FUND BALANCE	-31,294,000	-35,842,417	.00	.00	.00	-35,842,417.00	.0%
	TOTAL W&S B&I REVENUES	-40,054,000	-44,602,417	-7,062,655.63	-790,594.33	.00	-37,539,761.37	15.8%
	TOTAL REVENUES	-40,054,000	-44,602,417	-7,062,655.63	-790,594.33	.00	-37,539,761.37	

011 WATER & SEWER FUND

011001 WATER & SEWER REVENUES

229000	NSF CHECK FEE	-3,000	-3,000	-1,280.00	-160.00	.00	-1,720.00	42.7%
340500	CHECKING ACCOUNT INTEREST	-20,000	-20,000	-31,133.73	-9,700.70	.00	11,133.73	155.7%
360001	RESIDENTIAL WATER-NO TAX	-7,500,000	-7,500,000	-6,364,189.53	-609,258.84	.00	-1,135,810.47	84.9%
360002	TAXABLE WATER SALES	-3,300,000	-3,300,000	-2,611,120.96	-231,847.96	.00	-688,879.04	79.1%
360003	TAXABLE WATER-USA YEAST	-160,000	-160,000	-465,287.00	.00	.00	305,287.00	290.8%
360011	NON-RESIDENTIAL WATER	-1,400,000	-1,400,000	-1,176,039.39	-44,296.04	.00	-223,960.61	84.0%
361000	TAPS	-165,000	-165,000	-163,878.88	-1,050.00	.00	-1,121.12	99.3%
362000	WATER TURN-ON FEE	-70,000	-70,000	-58,272.80	-7,770.00	.00	-11,727.20	83.2%
362500	SEWER TAPS	-40,000	-40,000	-42,740.85	-1,500.00	.00	2,740.85	106.9%
363001	NON-RESIDENTIAL SEWER	-3,715,000	-3,715,000	-3,897,311.46	-321,676.54	.00	182,311.46	104.9%
363002	RESIDENTIAL SEWER	-7,400,000	-7,400,000	-6,011,944.30	-555,157.32	.00	-1,388,055.70	81.2%
363003	LAMAR PARK SEWER	-80,000	-80,000	-139,733.13	-14,757.68	.00	59,733.13	174.7%
363004	MARSHALL DURBIN SEWER	-500,000	-500,000	-662,863.56	-53,194.40	.00	162,863.56	132.6%
363005	PETAL SEWER	-430,000	-430,000	-410,205.14	-32,806.95	.00	-19,794.86	95.4%
363007	PBRSWMA-LEACHATE	-6,000	-6,000	-9,666.23	.00	.00	3,666.23	161.1%
363008	ZEON CHEMICALS	-25,000	-25,000	-25,958.04	-2,890.09	.00	958.04	103.8%
363009	USA YEAST SEWER	-350,000	-350,000	-640,019.84	.00	.00	290,019.84	182.9%
363010	DAIRY FRESH SEWER	-180,000	-180,000	-83,386.14	.00	.00	-96,613.86	46.3%
396500	REFUND & RECOVERY	0	0	-125,000.00	.00	.00	125,000.00	100.0%
	TOTAL WATER & SEWER REVENUES	-25,344,000	-25,344,000	-22,920,030.98	-1,886,066.52	.00	-2,423,969.02	90.4%
	TOTAL REVENUES	-25,344,000	-25,344,000	-22,920,030.98	-1,886,066.52	.00	-2,423,969.02	

012 2019 TIF B&I-PLANET FITNESS

012001 TIF B&I-PLANET FITNESS-REVENUES

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012	2019 TIF B&I-PLANET FITNESS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
270500	FORREST CTY	-32,128	-32,128	-32,128.00	.00	.00	.00	100.0%
340500	CHECKING ACCOUNT INTEREST	-200	-200	-314.44	-34.80	.00	114.44	157.2%
380027	T/F TAX COLLECTORS-GPT	-26,485	-26,485	-26,485.00	.00	.00	.00	100.0%
399900	APPROPRIABLE FUND BALANCE	-135,900	-136,071	.00	.00	.00	-136,071.00	.0%
	TOTAL TIF B&I-PLANET FITNES-REVEN	-194,713	-194,884	-58,927.44	-34.80	.00	-135,956.56	30.2%
	TOTAL REVENUES	-194,713	-194,884	-58,927.44	-34.80	.00	-135,956.56	
013 CITY B & I								
013001 CITY B&I REVENUES								
340500	CHECKING ACCOUNT INTEREST	-10,000	-10,000	-10,213.72	-1,189.34	.00	213.72	102.1%
340700	OTHER INTEREST	0	0	78.71	.00	.00	-78.71	100.0%
380027	T/F TAX COLLECTORS-GPT	-2,390,000	-2,390,000	-2,371,713.70	-46,255.66	.00	-18,286.30	99.2%
399900	APPROPRIABLE FUND BALANCE	-4,850,000	-4,943,490	.00	.00	.00	-4,943,490.00	.0%
	TOTAL CITY B&I REVENUES	-7,250,000	-7,343,490	-2,381,848.71	-47,445.00	.00	-4,961,641.29	32.4%
	TOTAL REVENUES	-7,250,000	-7,343,490	-2,381,848.71	-47,445.00	.00	-4,961,641.29	
014 SCHOOL FUND								
014001 SCHOOL FUND REVENUES								
380027	T/F TAX COLLECTORS-GPT	0	0	-18,985,743.40	-430,170.34	.00	18,985,743.40	100.0%
3800SB	T/F TAX COLL-GPT-'88 BONDS	0	0	-2,561,291.12	-57,399.30	.00	2,561,291.12	100.0%
	TOTAL SCHOOL FUND REVENUES	0	0	-21,547,034.52	-487,569.64	.00	21,547,034.52	100.0%
	TOTAL REVENUES	0	0	-21,547,034.52	-487,569.64	.00	21,547,034.52	
017 SUPP. ENVIRONMENTAL PROJECT								
017001 SUPP ENV PROJ REVENUES								
340700	OTHER INTEREST	0	0	-3,012.33	-400.87	.00	3,012.33	100.0%

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FOR 2023 10

017	SUPP. ENVIRONMENTAL PROJECT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
380011	T/F WATER & SEWER	-50,000	-50,000	-70,800.00	-70,800.00	.00	20,800.00	141.6%
399900	APPROPRIABLE FUND BALANCE	-50,000	-100,217	.00	.00	.00	-100,217.00	.0%
	TOTAL SUPP ENV PROJ REVENUES	-100,000	-150,217	-73,812.33	-71,200.87	.00	-76,404.67	49.1%
	TOTAL REVENUES	-100,000	-150,217	-73,812.33	-71,200.87	.00	-76,404.67	
018 POLICE & FIREMAN DIS. & RELIEF								
018001 P&FD&R REVENUES								
380027	T/F TAX COLLECTORS-GPT	0	0	-976,012.16	-18,808.05	.00	976,012.16	100.0%
	TOTAL P&FD&R REVENUES	0	0	-976,012.16	-18,808.05	.00	976,012.16	100.0%
	TOTAL REVENUES	0	0	-976,012.16	-18,808.05	.00	976,012.16	
019 POLICE FORFEITURES FUND								
019001 POL.FORFEITURES REVENUES								
332100	CITY COURT COSTS	0	0	-6,426.58	-1,156.59	.00	6,426.58	100.0%
332300	NARC.FORFEITURES-POLICE	0	0	-104,098.02	.00	.00	104,098.02	100.0%
340500	CHECKING ACCOUNT INTEREST	0	0	-29.35	-4.31	.00	29.35	100.0%
399900	APPROPRIABLE FUND BALANCE	-60,000	-47,965	.00	.00	.00	-47,965.00	.0%
	TOTAL POL.FORFEITURES REVENUES	-60,000	-47,965	-110,553.95	-1,160.90	.00	62,588.95	230.5%
	TOTAL REVENUES	-60,000	-47,965	-110,553.95	-1,160.90	.00	62,588.95	
020 2002 TIF B&I-SOUTHERN POINTE								
020001 2002 TIF B&I-S/P REVENUES								
270500	FORREST CTY	-65,658	-65,658	-119,033.00	.00	.00	53,375.00	181.3%
340500	CHECKING ACCOUNT INTEREST	-400	-400	-649.77	-61.51	.00	249.77	162.4%
380027	T/F TAX COLLECTORS-GPT	-53,375	-53,375	-138,876.00	.00	.00	85,501.00	260.2%
399900	APPROPRIABLE FUND BALANCE	-360,000	-364,518	.00	.00	.00	-364,518.00	.0%
	TOTAL 2002 TIF B&I-S/P REVENUES	-479,433	-483,951	-258,558.77	-61.51	.00	-225,392.23	53.4%
	TOTAL REVENUES	-479,433	-483,951	-258,558.77	-61.51	.00	-225,392.23	

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022	2003 TIF B&I-CHAUVET SQUARE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
022 2003 TIF B&I-CHAUVET SQUARE								
022001 2003 TIF B&I-C/S REVENUES								
340500	CHECKING ACCOUNT INTEREST	0	0	-534.35	-52.08	.00	534.35	100.0%
380027	T/F TAX COLLECTORS-GPT	-195,000	-195,000	-200,000.00	.00	.00	5,000.00	102.6%
399900	APPROPRIABLE FUND BALANCE	-216,135	-216,660	.00	.00	.00	-216,660.00	.0%
	TOTAL 2003 TIF B&I-C/S REVENUES	-411,135	-411,660	-200,534.35	-52.08	.00	-211,125.65	48.7%
	TOTAL REVENUES	-411,135	-411,660	-200,534.35	-52.08	.00	-211,125.65	
023 2006 TIF B&I-TURTLE CROSSING								
023001 2007 TIF B&I-T/C REVENUES								
270800	LAMAR CTY	-62,028	-62,028	-62,028.00	.00	.00	.00	100.0%
340500	CHECKING ACCOUNT INTEREST	-500	-500	-402.21	-48.55	.00	-97.79	80.4%
380027	T/F TAX COLLECTORS-GPT	-50,000	-50,000	-115,000.00	.00	.00	65,000.00	230.0%
399900	APPROPRIABLE FUND BALANCE	-242,500	-244,516	.00	.00	.00	-244,516.00	.0%
	TOTAL 2007 TIF B&I-T/C REVENUES	-355,028	-357,044	-177,430.21	-48.55	.00	-179,613.79	49.7%
	TOTAL REVENUES	-355,028	-357,044	-177,430.21	-48.55	.00	-179,613.79	
024 2008 TIF B&I-LINCOLN CENTER								
024001 2008 TIF B&I-L/C REVENUES								
340500	CHECKING ACCOUNT INTEREST	0	0	-88.09	-1.70	.00	88.09	100.0%
399900	APPROPRIABLE FUND BALANCE	-63,500	-118,337	.00	.00	.00	-118,337.00	.0%
	TOTAL 2008 TIF B&I-L/C REVENUES	-63,500	-118,337	-88.09	-1.70	.00	-118,248.91	.1%
	TOTAL REVENUES	-63,500	-118,337	-88.09	-1.70	.00	-118,248.91	
025 2011 TIF B&I-KOHL'S								
025001 2011 TIF B&I-KOHL'S REVENUES								

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025	2011 TIF B&I-KOHL'S	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
340500	CHECKING ACCOUNT INTEREST	0	0	-.54	-.05	.00	.54	100.0%
399900	APPROPRIABLE FUND BALANCE	0	-1,255	.00	.00	.00	-1,255.00	.0%
	TOTAL 2011 TIF B&I-KOHL'S REVENUES	0	-1,255	-.54	-.05	.00	-1,254.46	.0%
	TOTAL REVENUES	0	-1,255	-.54	-.05	.00	-1,254.46	
026 2016 TIF B&I-WHISPERING PINES								
026001 2016 TIF B&I-WHISP PINES REVEN								
270500	FORREST CTY	-210,285	-210,285	-210,285.00	-210,285.00	.00	.00	100.0%
340500	CHECKING ACCOUNT INTEREST	-1,000	-1,000	-1,372.13	-148.30	.00	372.13	137.2%
380027	T/F TAX COLLECTORS-GPT	-170,945	-170,945	-167,296.00	.00	.00	-3,649.00	97.9%
399900	APPROPRIABLE FUND BALANCE	-609,500	-603,777	.00	.00	.00	-603,777.00	.0%
	TOTAL 2016 TIF B&I-WHISP PINES RE	-991,730	-986,007	-378,953.13	-210,433.30	.00	-607,053.87	38.4%
	TOTAL REVENUES	-991,730	-986,007	-378,953.13	-210,433.30	.00	-607,053.87	
027 TAX COLLECTOR'S FUND								
027000 TAX COLLECTOR'S BALNCE SHEET								
2020SC	PERSONALTY-SCHOOL	0	0	-5,078,026.36	.00	.00	5,078,026.36	100.0%
	TOTAL TAX COLLECTOR'S BALNCE SHEE	0	0	-5,078,026.36	.00	.00	5,078,026.36	100.0%
027001 TAX COLLECTOR'S REVENUES								
2001CI	REALTY-CITY	0	0	-16,325,832.29	-267,268.71	.00	16,325,832.29	100.0%
2001SC	REALTY-SCHOOL	0	0	-12,254,710.22	-299,195.22	.00	12,254,710.22	100.0%
200500	HOMESTEAD LOSS	0	0	268,914.23	1,767.92	.00	-268,914.23	100.0%
200600	EXEMPT-TAX LOSS REIMB.	0	0	-290,572.17	.00	.00	290,572.17	100.0%
2010CI	PRSNLTY AUTO-CITY	0	0	-1,808,582.36	-211,123.26	.00	1,808,582.36	100.0%
2010SC	PRSNLTY AUTO-SCHOOL	0	0	-1,521,966.40	-175,331.57	.00	1,521,966.40	100.0%
2020CI	PERSONALTY-CITY	0	0	-6,262,520.63	-8,092.28	.00	6,262,520.63	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2020SC PERSONALTY-SCHOOL	0	0	-2,740,631.00	-8,309.79	.00	2,740,631.00	100.0%
2026GE RENTAL VEHICLES-GENERAL	0	0	-173,421.24	.00	.00	173,421.24	100.0%
203100 NON-EXEMPT REALTY P/Y	0	0	-12,516.58	-429.83	.00	12,516.58	100.0%
203500 EXEMPT REALTY P/Y	0	0	-19,372.70	-2,507.96	.00	19,372.70	100.0%
204000 PERSONALTY-AUTO P/Y	0	0	-206,526.27	-3,261.38	.00	206,526.27	100.0%
204500 PERSONALTY-RAIL CAR P/Y	0	0	-31,662.09	.00	.00	31,662.09	100.0%
205000 PERSONALTY P/Y	0	0	-467,873.39	-5,376.13	.00	467,873.39	100.0%
210000 INT/PENALTY ON DEL. TAXES	0	0	-171,458.28	-21,477.53	.00	171,458.28	100.0%
211000 EXCESS BID-PROP. TAXES	0	0	-182,854.03	.00	.00	182,854.03	100.0%
340500 CHECKING ACCOUNT INTEREST	0	0	-7,758.78	-1,582.75	.00	7,758.78	100.0%
TOTAL TAX COLLECTOR'S REVENUES	0	0	-42,209,344.20	-1,002,188.49	.00	42,209,344.20	100.0%
TOTAL REVENUES	0	0	-47,287,370.56	-1,002,188.49	.00	47,287,370.56	
028 2016 TIF B&I-HBRG CLINIC MIDTN							
028001 2016 TIF B&I-HBRG CLINIC MIDTN							
270500 FORREST CTY	-41,583	-41,583	-41,583.00	.00	.00	.00	100.0%
340500 CHECKING ACCOUNT INTEREST	-300	-300	-136.45	-14.38	.00	-163.55	45.5%
380027 T/F TAX COLLECTORS-GPT	-34,022	-34,022	-34,040.00	.00	.00	18.00	100.1%
399900 APPROPRIABLE FUND BALANCE	-54,500	-83,770	.00	.00	.00	-83,770.00	.0%
TOTAL 2016 TIF B&I-HBRG CLINIC MI	-130,405	-159,675	-75,759.45	-14.38	.00	-83,915.55	47.4%
TOTAL REVENUES	-130,405	-159,675	-75,759.45	-14.38	.00	-83,915.55	
039 AIRPORT IMPROVEMENT FUND							
039001 AIRPORT IMPR. REVENUES							
233001 FEDERAL AVIATION ADM	-3,330,000	-3,330,000	.00	.00	.00	-3,330,000.00	.0%
254000 AIRPORT GRANT	-185,000	-185,000	.00	.00	.00	-185,000.00	.0%
340500 CHECKING ACCOUNT INTEREST	-2,000	-2,000	-1,886.09	-196.52	.00	-113.91	94.3%
341213 LORESCO INC	-1,200	-1,200	-1,200.00	.00	.00	.00	100.0%
341221 SOUTHEAST AVIATION SERV.	-35,000	-35,000	-16,784.16	-2,759.05	.00	-18,215.84	48.0%
341222 SE AVIATION BLDG LAND LEASE	-2,000	-2,000	-3,059.14	.00	.00	1,059.14	153.0%
380001 T/F GENERAL FUND	-250,000	-250,000	-250,000.00	.00	.00	.00	100.0%
399900 APPROPRIABLE FUND BALANCE	-80,000	365,717	.00	.00	.00	365,717.00	.0%
TOTAL AIRPORT IMPR. REVENUES	-3,885,200	-3,439,483	-272,929.39	-2,955.57	.00	-3,166,553.61	7.9%
TOTAL REVENUES	-3,885,200	-3,439,483	-272,929.39	-2,955.57	.00	-3,166,553.61	

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050	2015A TIF B&I-RIDGE/TURTLE CRK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
050 2015A TIF B&I-RIDGE/TURTLE CRK								
050001 2015A TIF B&I-RIDGE/TURTLE CRK								
270800	LAMAR CTY	-29,857	-29,857	-29,853.00	.00	.00	-4.00	100.0%
340500	CHECKING ACCOUNT INTEREST	-400	-400	-165.85	-25.70	.00	-234.15	41.5%
380027	T/F TAX COLLECTORS-GPT	-89,571	-89,571	-89,571.00	.00	.00	.00	100.0%
399900	APPROPRIABLE FUND BALANCE	-124,485	-122,076	.00	.00	.00	-122,076.00	.0%
	TOTAL 2015A TIF B&I-RIDGE/TURTLE	-244,313	-241,904	-119,589.85	-25.70	.00	-122,314.15	49.4%
	TOTAL REVENUES	-244,313	-241,904	-119,589.85	-25.70	.00	-122,314.15	
051 2015B TIF B&I-MIDTOWN MARKET								
051001 2015B TIF B&I-MIDTOWN MARKET								
270500	FORREST CTY	-10,762	-10,762	-10,762.00	.00	.00	.00	100.0%
340500	CHECKING ACCOUNT INTEREST	0	0	-19.40	-1.69	.00	19.40	100.0%
380027	T/F TAX COLLECTORS-GPT	-8,805	-8,805	-10,707.00	.00	.00	1,902.00	121.6%
399900	APPROPRIABLE FUND BALANCE	-14,000	-13,983	.00	.00	.00	-13,983.00	.0%
	TOTAL 2015B TIF B&I-MIDTOWN MARKE	-33,567	-33,550	-21,488.40	-1.69	.00	-12,061.60	64.0%
	TOTAL REVENUES	-33,567	-33,550	-21,488.40	-1.69	.00	-12,061.60	
052 2019 TIF B&I-ELAM ARMS MIDTOWN								
052001 2019 TIF B&I ELAM ARMS MIDTOWN								
270500	FORREST CTY	-164,980	-164,980	-164,980.00	.00	.00	.00	100.0%
340500	CHECKING ACCOUNT INTEREST	-800	-800	-1,209.31	-133.31	.00	409.31	151.2%
340700	OTHER INTEREST	0	0	-553.64	.00	.00	553.64	100.0%
380001	T/F GENERAL FUND	-66,407	-66,407	-66,407.00	.00	.00	.00	100.0%
380027	T/F TAX COLLECTORS-GPT	-134,116	-134,116	-133,642.00	.00	.00	-474.00	99.6%
399900	APPROPRIABLE FUND BALANCE	-812,474	-810,049	.00	.00	.00	-810,049.00	.0%
	TOTAL 2019 TIF B&I ELAM ARMS MIDT	-1,178,777	-1,176,352	-366,791.95	-133.31	.00	-809,560.05	31.2%
	TOTAL REVENUES	-1,178,777	-1,176,352	-366,791.95	-133.31	.00	-809,560.05	

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072	MUNICIPAL ROAD & BRIDGE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
072 MUNICIPAL ROAD & BRIDGE								
072001 MUN.ROAD&BRIDGE REVENUES								
233300	EDA GRANT-LAMAR BLVD	-1,700,000	-1,700,000	-949,702.43	.00	.00	-750,297.57	55.9%
235202	MDA DIP LAMAR BLVD	0	0	-321,407.25	.00	.00	321,407.25	100.0%
250104	STATE BND/MIDTOWN ST IMPROVEM	0	-4,000,000	.00	.00	.00	-4,000,000.00	.0%
250300	MISCELLANEOUS STATE GRANTS	0	0	-10,295.56	.00	.00	10,295.56	100.0%
253100	MDIP-LAMAR BLVD	-643,976	-643,976	.00	.00	.00	-643,976.00	.0%
255522	MDOT-COUNTRY CLUB RD IMPR	0	0	-443,561.43	.00	.00	443,561.43	100.0%
255523	MDOT-38TH AVE IMPR	0	0	-458.00	.00	.00	458.00	100.0%
255525	MDOT-HARDY/GREEN ROUNDABOUT	0	0	-3,500.00	.00	.00	3,500.00	100.0%
255527	MDOT-GORDONS CREEK COMMONS	-560,000	-560,000	.00	.00	.00	-560,000.00	.0%
271000	PRO-RATA CTY RD TAX-FORREST	-900,000	-900,000	-849,146.46	-21,976.08	.00	-50,853.54	94.3%
271500	PRO-RATA CTY RD TAX-LAMAR	-920,000	-920,000	-978,022.04	-8,935.81	.00	58,022.04	106.3%
340500	CHECKING ACCOUNT INTEREST	-1,000	-1,000	-28,887.79	-8,126.63	.00	27,887.79	2888.8%
396500	REFUND & RECOVERY	0	0	5.53	.00	.00	-5.53	100.0%
399900	APPROPRIABLE FUND BALANCE	800,000	963,207	.00	.00	.00	963,207.00	.0%
TOTAL MUN.ROAD&BRIDGE REVENUES		-3,924,976	-7,761,769	-3,584,975.43	-39,038.52	.00	-4,176,793.57	46.2%
TOTAL REVENUES		-3,924,976	-7,761,769	-3,584,975.43	-39,038.52	.00	-4,176,793.57	
073 MASS TRANSIT FUND								
073001 MASS TRANSIT REVENUES								
234000	UMTA-MASS TRANS-OPER.C/Y	-841,825	-841,825	-831,802.00	.00	.00	-10,023.00	98.8%
234100	UMTA-MASS TRANS-CAPTL.	-1,485,012	-1,485,012	-9,312.00	.00	.00	-1,475,700.00	.6%
234200	UMTA-MASS TRANS-PLANNING	-81,072	-81,072	.00	.00	.00	-81,072.00	.0%
234400	UMTA-MASS TRANS-PREV.C/Y	-1,244,741	-1,244,741	-204,425.00	.00	.00	-1,040,316.00	16.4%
234600	JARC-MASS TRANS	-90,000	-90,000	-54,778.00	.00	.00	-35,222.00	60.9%
234701	TRANSIT FACILITY RENOV-5339	-54,220	-3,183,485	-37,666.00	.00	.00	-3,145,819.00	1.2%
234702	TRANSIT FACILITY RENOV-5307	-157,565	-157,565	-720,083.00	.00	.00	562,518.00	457.0%
255500	MDOT GRANT(PLANNING/CAPITAL)	-85,000	-85,000	.00	.00	.00	-85,000.00	.0%
340500	CHECKING ACCOUNT INTEREST	-2,000	-2,000	-1,820.47	-143.89	.00	-179.53	91.0%
352500	BUS FARES-FIXED ROUTES	-20,000	-20,000	-20,942.63	-1,799.55	.00	942.63	104.7%
352700	BUS FARES-DEMAND RES(PARATRAN	-900	-900	-1,318.21	-115.50	.00	418.21	146.5%
353000	BUS FARES-USM ROUTE	-121,000	-121,000	-121,000.00	.00	.00	.00	100.0%

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073	MASS TRANSIT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
353500	ADVERTISING	-1,500	-1,500	-1,922.96	-289.35	.00	422.96	128.2%
380001	T/F GENERAL FUND	-400,000	-400,000	-400,000.00	.00	.00	.00	100.0%
380027	T/F TAX COLLECTORS-GPT	-245,000	-245,000	-239,416.33	-4,669.81	.00	-5,583.67	97.7%
396500	REFUND & RECOVERY	0	0	-212.79	.00	.00	212.79	100.0%
396700	RECOVERY OF DAMAGE CLAIMS	0	0	-5,977.27	.00	.00	5,977.27	100.0%
399900	APPROPRIABLE FUND BALANCE	-700,000	-1,167,820	.00	.00	.00	-1,167,820.00	.0%
	TOTAL MASS TRANSIT REVENUES	-5,529,835	-9,126,920	-2,650,676.66	-7,018.10	.00	-6,476,243.34	29.0%
	TOTAL REVENUES	-5,529,835	-9,126,920	-2,650,676.66	-7,018.10	.00	-6,476,243.34	
075 WATER&SEWER CONSTRUCTION FUND								
075001 W&S CONSTR. REVENUES								
235202	MDA DIP LAMAR BLVD	0	0	-70,823.83	.00	.00	70,823.83	100.0%
340500	CHECKING ACCOUNT INTEREST	-18,000	-18,000	-3,955.94	-336.58	.00	-14,044.06	22.0%
341114	SBA STRUCTURES (WM CAREY)	-18,800	-18,800	-16,578.19	-1,702.45	.00	-2,221.81	88.2%
341115	CCATT HOLDINGS-WATER WORK HIL	-32,000	-32,000	-36,716.34	-1,680.62	.00	4,716.34	114.7%
380011	T/F WATER & SEWER	-1,639,000	-3,639,000	-3,395,825.54	.00	.00	-243,174.46	93.3%
397500	NOTE PROCEEDS	-2,305,095	0	.00	.00	.00	.00	.0%
397600	SRF LOAN PROCEEDS	0	-2,910,095	-455,493.87	.00	.00	-2,454,601.13	15.7%
399900	APPROPRIABLE FUND BALANCE	-1,200,000	-1,905,217	.00	.00	.00	-1,905,217.00	.0%
	TOTAL W&S CONSTR. REVENUES	-5,212,895	-8,523,112	-3,979,393.71	-3,719.65	.00	-4,543,718.29	46.7%
	TOTAL REVENUES	-5,212,895	-8,523,112	-3,979,393.71	-3,719.65	.00	-4,543,718.29	
077 COMMUNITY CENTERS' FUND								
077001 COMMUNITY CTR REVENUES								
250300	MISCELLANEOUS STATE GRANTS	0	-219,240	-164,430.00	.00	.00	-54,810.00	75.0%
314000	MCNAIR REC CTR USE FEE	0	0	-80.00	.00	.00	80.00	100.0%
314100	SIGLER CENTER USE FEE	-1,000	-1,000	-925.00	.00	.00	-75.00	92.5%
314200	C.E.ROY/5TH ST.C.C.USE FEE	-2,000	-2,000	-3,141.00	-150.00	.00	1,141.00	157.1%
314300	JDS C.C. USE FEE	-10,000	-10,000	-8,454.00	-128.00	.00	-1,546.00	84.5%
314600	CULTURAL CTR USE FEE	-3,000	-3,000	-2,350.00	.00	.00	-650.00	78.3%
340500	CHECKING ACCOUNT INTEREST	-500	-500	-4,758.73	-1,553.12	.00	4,258.73	951.7%
380001	T/F GENERAL FUND	-850,000	-850,000	-850,000.00	.00	.00	.00	100.0%

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077	COMMUNITY CENTERS' FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
399900	APPROPRIABLE FUND BALANCE	-120,000	-140,302	.00	.00	.00	-140,302.00	.0%
	TOTAL COMMUNITY CTR REVENUES	-986,500	-1,226,042	-1,034,138.73	-1,831.12	.00	-191,903.27	84.3%
	TOTAL REVENUES	-986,500	-1,226,042	-1,034,138.73	-1,831.12	.00	-191,903.27	
079 COVID FISCAL RECOVERY FUNDS								
079001 COVID FISCAL RECOVERY REVENUE								
399900	APPROPRIABLE FUND BALANCE	-12,875,822	-12,875,808	.00	.00	.00	-12,875,808.00	.0%
	TOTAL COVID FISCAL RECOVERY REVEN	-12,875,822	-12,875,808	.00	.00	.00	-12,875,808.00	.0%
	TOTAL REVENUES	-12,875,822	-12,875,808	.00	.00	.00	-12,875,808.00	
082 COMMUNITY DEVELOP. BLOCK GRANT								
082001 CDBG REVENUES								
2387SA	HOME ENTIT-CHDO SET-A-SIDE	-621	-621	-11,090.00	.00	.00	10,469.00	1785.8%
2389FR	HOME ENTIT-FULL REHAB	-12,374	-12,374	.00	.00	.00	-12,374.00	.0%
2389SA	HOME ENTIT-CHDO SET-A-SIDE	-11,154	-11,154	.00	.00	.00	-11,154.00	.0%
2391ER	CDBG-ENT.-EMER.REHAB.	0	0	-15,488.23	.00	.00	15,488.23	100.0%
2391FR	CDBG-ENT.-FULL REHAB.	-111,417	-111,417	-650.00	.00	.00	-110,766.51	.6%
2393CS	HOME ENTIT-CHDO SETASID	-16,175	-16,175	.00	.00	.00	-16,175.00	.0%
2393FR	HOME ENTIT-FULL REHAB.	-15,704	-15,704	.00	.00	.00	-15,704.00	.0%
2395FR	CDBG-ENT.-FULL REHAB.	-17,055	-17,055	-45,335.00	.00	.00	28,280.40	265.8%
2395HP	CDBG-ENT.-HOUSING PROGRAMS	0	0	-128,510.00	-84,165.00	.00	128,510.00	100.0%
2395PF	CDBG-ENT.-PUBLIC FACILITIES	-96,475	-96,475	.00	.00	.00	-96,475.00	.0%
2397DA	HOME ENTIT-DOWNPAYMENT ASSIST	-34,110	-34,110	.00	.00	.00	-34,110.00	.0%
2397FR	HOME ENTIT-FULL REHAB.	-113,873	-113,873	.00	.00	.00	-113,873.00	.0%
2397SA	HOME ENTIT-CHDO SET-A-SIDE	-42,645	-42,645	.00	.00	.00	-42,645.00	.0%
2399CR	CDBG-ENT.-CARES ACT	-680,372	-680,372	.00	.00	.00	-680,372.14	.0%
2399ER	CDBG-ENT.-EMER.REHAB.	-140,000	-140,000	-447,592.77	.00	.00	307,592.77	319.7%
2399FC	CDBG-ENT.-FACADE IMPROVEMENTS	-30,000	-30,000	.00	.00	.00	-30,000.00	.0%
2399FR	CDBG-ENT.-FULL REHAB.	-85,115	-85,115	.00	.00	.00	-85,115.35	.0%
2399ME	CDBG-ENT.-MICRO ENTERPRISE	-30,000	-30,000	.00	.00	.00	-30,000.00	.0%
2401HP	CDBG-ENT.-HOUSING PROGRAM	-66,400	-66,400	.00	.00	.00	-66,400.00	.0%
2401PF	CDBG-ENT.-PUBLIC FACILITIES	-275,000	-275,000	.00	.00	.00	-275,000.00	.0%

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082	COMMUNITY DEVELOP. BLOCK GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2402CS	HOME ENTIT-CHDO SETASIDE	-44,497	-44,497	.00	.00	.00	-44,497.00	.0%
2402DA	HOME ENTIT-DOWNPAYMENT	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%
2402FR	HOME ENTIT-FULL REHAB.	-172,439	-172,439	.00	.00	.00	-172,439.00	.0%
2406AD	HOME ENTIT-ADMINISTRATION	-29,703	-29,703	.00	.00	.00	-29,703.00	.0%
2406AE	HOME ARP REHAB ADMIN REVENUE	0	0	-25,000.00	.00	.00	25,000.00	100.0%
2406CH	HOME ENTIT-CHDO	-44,555	-44,555	.00	.00	.00	-44,555.00	.0%
2406HS	HOME ENTIT-HOUSING	-222,771	-222,771	.00	.00	.00	-222,771.00	.0%
2407AD	CDBG-ENT.-ADMINISTRATION	-107,656	-107,656	.00	.00	.00	-107,656.00	.0%
2407FA	CDBG ENT-FACILITIES	-254,370	-254,370	.00	.00	.00	-254,370.00	.0%
2407PD	CDBG ENT-PROJECT DELIVERY	-126,254	-126,254	.00	.00	.00	-126,254.00	.0%
2407PS	CDBG-ENT.-PUBLIC SERVICES	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%
340500	CHECKING ACCOUNT INTEREST	-700	-700	-2,868.65	-1,475.59	.00	2,168.65	409.8%
380001	T/F GENERAL FUND	-36,000	-36,000	-36,000.00	.00	.00	.00	100.0%
399900	APPROPRIABLE FUND BALANCE	-200,000	67,763	.00	.00	.00	67,763.00	.0%
TOTAL CDBG REVENUES		-3,117,435	-2,849,672	-712,534.65	-85,640.59	.00	-2,137,136.95	25.0%
TOTAL REVENUES		-3,117,435	-2,849,672	-712,534.65	-85,640.59	.00	-2,137,136.95	
086 SPEC SALES TAX-P&R/UNIV IMPROV								
086001 SPEC SALES TAX P&R/UNIV IMPROV								
260500	SALES TAX-MOTEL	-473,000	-350,000	-375,292.14	-47,956.87	.00	25,292.14	107.2%
260700	SALES TAX-FOOD & BEVERAGE	-2,800,000	-2,300,000	-2,595,948.09	-267,536.19	.00	295,948.09	112.9%
340500	CHECKING ACCOUNT INTEREST	0	0	-27,122.52	-12,427.27	.00	27,122.52	100.0%
341000	MISCELLANEOUS RENTS	-2,000	-2,000	.00	.00	.00	-2,000.00	.0%
345500	CONTRIBUTIONS-FORREST CTY.	0	-325,000	-325,000.00	.00	.00	.00	100.0%
346500	CONTRIB-H'BURG. CONV. COMM.	0	-100,000	-100,000.00	.00	.00	.00	100.0%
346900	CONTRIB-OTHER	0	-950,000	-950,000.00	.00	.00	.00	100.0%
391200	BOND PROCEEDS	0	-5,500,000	-5,500,000.00	.00	.00	.00	100.0%
399900	APPROPRIABLE FUND BALANCE	-2,000,000	-1,603,721	.00	.00	.00	-1,603,721.00	.0%
TOTAL SPEC SALES TAX P&R/UNIV IMP		-5,275,000	-11,130,721	-9,873,362.75	-327,920.33	.00	-1,257,358.25	88.7%
TOTAL REVENUES		-5,275,000	-11,130,721	-9,873,362.75	-327,920.33	.00	-1,257,358.25	

087 INDUSTRIAL PARK DEVELOPMENT

087001 INDUSTRIAL PK REVENUES

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087	INDUSTRIAL PARK DEVELOPMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
229900	MISC. PERMITS & FEES	0	0	-10.00	.00	.00	10.00	100.0%
340500	CHECKING ACCOUNT INTEREST	0	0	-1,007.50	-238.04	.00	1,007.50	100.0%
341209	RAIL SPUR MAINTENANCE REIMB	0	0	-26,707.00	.00	.00	26,707.00	100.0%
345500	CONTRIBUTIONS-FORREST CTY.	0	0	-180,000.00	-60,000.00	.00	180,000.00	100.0%
345600	CONTRIBUTIONS-CITY	0	0	-183,750.00	.00	.00	183,750.00	100.0%
391100	MISC GRANT PROCEEDS	0	0	-20,000.00	.00	.00	20,000.00	100.0%
	TOTAL INDUSTRIAL PK REVENUES	0	0	-411,474.50	-60,238.04	.00	411,474.50	100.0%
	TOTAL REVENUES	0	0	-411,474.50	-60,238.04	.00	411,474.50	
088 PUBLIC SAFETY/REC CONSTRUCTION								
088001 PUBLIC SAFETY/REC CONSTRUCTION								
253200	FRA-CRISI GRANT	0	-5,300,000	.00	.00	.00	-5,300,000.00	.0%
255528	DOT-BUILD GRANT	0	-13,200,000	.00	.00	.00	-13,200,000.00	.0%
255900	MDOT-HALL AVE REIMB	0	0	-1,690,347.15	-201,843.49	.00	1,690,347.15	100.0%
340500	CHECKING ACCOUNT INTEREST	-40,000	-40,000	-15,183.52	-925.84	.00	-24,816.48	38.0%
3405TB	SAVINGS ACCOUNT/MMA	0	0	-2,722.54	.00	.00	2,722.54	100.0%
340700	OTHER INTEREST	0	0	-585.11	.00	.00	585.11	100.0%
346500	CONTRIB-H'BURG. CONV. COMM.	0	0	-56,141.58	.00	.00	56,141.58	100.0%
399900	APPROPRIABLE FUND BALANCE	-11,881,000	-11,330,591	.00	.00	.00	-11,330,591.00	.0%
	TOTAL PUBLIC SAFETY/REC CONSTRUCT	-11,921,000	-29,870,591	-1,764,979.90	-202,769.33	.00	-28,105,611.10	5.9%
	TOTAL REVENUES	-11,921,000	-29,870,591	-1,764,979.90	-202,769.33	.00	-28,105,611.10	
091 TIF CONSTRUCTION								
091001 TIF CONST-REVENUES								
340500	CHECKING ACCOUNT INTEREST	0	0	-1.78	-.18	.00	1.78	100.0%
	TOTAL TIF CONST-REVENUES	0	0	-1.78	-.18	.00	1.78	100.0%
	TOTAL REVENUES	0	0	-1.78	-.18	.00	1.78	
093 2016 W&S SYSTEM PROJECT								
093001 2016 W&S SYSTEM - REV								

EXPENSE REPORT

FOR 2023 10

093	2016 W&S SYSTEM PROJECT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
340500	CHECKING ACCOUNT INTEREST	0	0	-47,337.16	-6,262.16	.00	47,337.16	100.0%
399900	APPROPRIABLE FUND BALANCE	-1,700,000	-1,676,138	.00	.00	.00	-1,676,138.00	.0%
	TOTAL 2016 W&S SYSTEM - REV	-1,700,000	-1,676,138	-47,337.16	-6,262.16	.00	-1,628,800.84	2.8%
	TOTAL REVENUES	-1,700,000	-1,676,138	-47,337.16	-6,262.16	.00	-1,628,800.84	
094 2012 W&S REVENUE BOND CONST								
094001 2012 W&S REV BOND REV								
340500	CHECKING ACCOUNT INTEREST	0	0	-1.92	-.26	.00	1.92	100.0%
399900	APPROPRIABLE FUND BALANCE	0	-65	.00	.00	.00	-65.00	.0%
	TOTAL 2012 W&S REV BOND REV	0	-65	-1.92	-.26	.00	-63.08	3.0%
	TOTAL REVENUES	0	-65	-1.92	-.26	.00	-63.08	
095 2019 FIRE STATION CONSTRUCTION								
095001 2019 FIRE STATION CONSTRUCTION								
340500	CHECKING ACCOUNT INTEREST	-2,300	-2,300	-1,251.77	-7.79	.00	-1,048.23	54.4%
399900	APPROPRIABLE FUND BALANCE	-946,000	-946,441	.00	.00	.00	-946,441.00	.0%
	TOTAL 2019 FIRE STATION CONSTRUCT	-948,300	-948,741	-1,251.77	-7.79	.00	-947,489.23	.1%
	TOTAL REVENUES	-948,300	-948,741	-1,251.77	-7.79	.00	-947,489.23	
097 INFRA IMPROVE-INTRNT SALES TAX								
097001 INFRA IMPROVE-INTRNT SALES TAX								
260800	SALES TAX-INTERNET	-3,600,000	-3,600,000	-5,067,169.61	-2,473,253.16	.00	1,467,169.61	140.8%
340500	CHECKING ACCOUNT INTEREST	0	0	-31,625.09	-5,027.38	.00	31,625.09	100.0%
399900	APPROPRIABLE FUND BALANCE	-1,800,000	-2,073,013	.00	.00	.00	-2,073,013.00	.0%
	TOTAL INFRA IMPROVE-INTRNT SALES	-5,400,000	-5,673,013	-5,098,794.70	-2,478,280.54	.00	-574,218.30	89.9%
	TOTAL REVENUES	-5,400,000	-5,673,013	-5,098,794.70	-2,478,280.54	.00	-574,218.30	

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098	K.P.ZOO CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
098 K.P.ZOO CAPITAL IMPROVEMENT								
098001 K.P.ZOO CAPITAL REVENUES								
340500	CHECKING ACCOUNT INTEREST	-10	-10	-21.16	-6.70	.00	11.16	211.6%
399900	APPROPRIABLE FUND BALANCE	-2,360	-2,359	.00	.00	.00	-2,359.00	.0%
	TOTAL K.P.ZOO CAPITAL REVENUES	-2,370	-2,369	-21.16	-6.70	.00	-2,347.84	.9%
	TOTAL REVENUES	-2,370	-2,369	-21.16	-6.70	.00	-2,347.84	
105 2013 W&S BOND CONSTRUCTION								
105001 2013 W&S BOND CONSTR REVENUES								
340500	CHECKING ACCOUNT INTEREST	0	0	-17.78	-2.01	.00	17.78	100.0%
399900	APPROPRIABLE FUND BALANCE	0	-572	.00	.00	.00	-572.00	.0%
	TOTAL 2013 W&S BOND CONSTR REVENUE	0	-572	-17.78	-2.01	.00	-554.22	3.1%
	TOTAL REVENUES	0	-572	-17.78	-2.01	.00	-554.22	
107 SPECIAL SALES TAX-T&A								
107001 SPEC.SALES TAX REVENUES								
260500	SALES TAX-MOTEL	0	0	-781,926.18	-91,665.21	.00	781,926.18	100.0%
260700	SALES TAX-FOOD & BEVERAGE	0	0	-5,738,331.68	-586,312.55	.00	5,738,331.68	100.0%
	TOTAL SPEC.SALES TAX REVENUES	0	0	-6,520,257.86	-677,977.76	.00	6,520,257.86	100.0%
	TOTAL REVENUES	0	0	-6,520,257.86	-677,977.76	.00	6,520,257.86	
109 GROUP INSURANCE TRUST FUND								
109001 GROUP INS.TRUST REVENUES								

EXPENSE REPORT

FOR 2023 10

109	GROUP INSURANCE TRUST FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
340500	CHECKING ACCOUNT INTEREST	0	0	-2,360.94	-573.16	.00	2,360.94	100.0%
396500	REFUND & RECOVERY	0	0	-516.61	.00	.00	516.61	100.0%
396600	HOSP.INS.-P/R DISTRIB	0	0	-4,273,565.05	-405,287.00	.00	4,273,565.05	100.0%
396601	HOSP.INS.-COBRA	0	0	-1,549.83	.00	.00	1,549.83	100.0%
396602	HOSP.INS.-UH PHARMACY DISCOUN	0	0	-144,588.62	.00	.00	144,588.62	100.0%
	TOTAL GROUP INS.TRUST REVENUES	0	0	-4,422,581.05	-405,860.16	.00	4,422,581.05	100.0%
	TOTAL REVENUES	0	0	-4,422,581.05	-405,860.16	.00	4,422,581.05	
	GRAND TOTAL	-235,515,949-277,557,845	-212,749,183.31	-13,868,810.26		.00	-64,808,661.29	76.7%

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REPORT OPTIONS

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EXPENSE REPORT

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 General Fund							
001003 CITY COUNCIL							
400000 REGULAR WAGES	262,120	262,120	221,468.35	20,243.14	.00	40,651.65	84.5%
460000 STATE RETIREMENT	45,610	45,610	38,535.05	3,522.27	.00	7,074.95	84.5%
470000 F.I.C.A. TAXES	20,060	20,060	16,038.12	1,458.63	.00	4,021.88	80.0%
480000 HOSPITALIZATION INS.	58,800	58,800	41,050.00	3,605.00	.00	17,750.00	69.8%
491000 WORKMAN'S COMPENSATION	490	490	.00	.00	.00	490.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	1,300	1,300	488.98	.00	.00	811.02	37.6%
507000 BOOKS	400	400	.00	.00	.00	400.00	.0%
508000 COMPUTER SUPPLIES	600	600	.00	.00	.00	600.00	.0%
511500 FOOD	100	100	14.02	.00	.00	85.98	14.0%
535500 WEARING APPAREL	1,000	1,000	.00	.00	.00	1,000.00	.0%
601000 AUDITING AND ACCOUNTING	200,000	200,000	199,675.00	34,500.00	.00	325.00	99.8%
604900 OTHER PROFESSIONAL SERV.	4,000	4,000	1,151.36	.00	.00	2,848.64	28.8%
606000 TELEPHONE AND TELEGRAPH	4,000	4,000	2,838.28	215.66	.00	1,161.72	71.0%
611001 TRAVEL EXP-WARD 1	3,000	3,285	3,283.00	756.00	.00	2.00	99.9%
611002 TRAVEL EXP-WARD 2	3,000	4,915	4,660.35	567.00	.00	254.65	94.8%
611003 TRAVEL EXP-WARD 3	3,000	3,000	1,098.50	756.00	.00	1,901.50	36.6%
611004 TRAVEL EXP-WARD 4	3,000	3,000	1,098.50	756.00	.00	1,901.50	36.6%
611005 TRAVEL EXP-WARD 5	3,000	3,000	1,765.56	930.00	.00	1,234.44	58.9%
6110CL TRAVEL EXP-CLERK	4,500	2,915	.00	.00	.00	2,915.00	.0%
6110DC TRAVEL EXP-DEPCLERK	4,500	4,500	1,497.75	756.00	.00	3,002.25	33.3%
641000 OFFICE EQUIPMENT RENT	1,800	0	.00	.00	.00	.00	.0%
650000 EXHIBITIONS & PROMOTIONS	1,000	1,000	.00	.00	.00	1,000.00	.0%
684000 DUES AND MEMBERSHIPS	700	700	50.00	.00	.00	650.00	7.1%
684501 REG FEE/TUITION-WARD 1	1,000	1,000	475.00	.00	.00	525.00	47.5%
684502 REG FEE/TUITION-WARD 2	1,000	585	575.00	.00	.00	10.00	98.3%
684503 REG FEE/TUITION-WARD 3	1,000	1,000	325.00	.00	.00	675.00	32.5%
684504 REG FEE/TUITION-WARD 4	1,000	1,000	325.00	.00	.00	675.00	32.5%
684505 REG FEE/TUITION-WARD 5	1,000	1,000	735.00	.00	.00	265.00	73.5%
6845CL REG FEE/TUITION-CLERK	2,000	1,800	.00	.00	.00	1,800.00	.0%
6845DC REG FEE/TUITION-DEPCLERK	2,000	2,000	540.00	.00	.00	1,460.00	27.0%
732700 DATA PROCESSING EQUIP.	6,000	9,500	4,095.00	.00	.00	5,405.00	43.1%
TOTAL CITY COUNCIL	640,980	642,680	541,782.82	68,065.70	.00	100,897.18	84.3%

001015 CITY COURT

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000 REGULAR WAGES	810,000	811,380	651,777.96	61,491.12	.00	159,602.04	80.3%
430000 OVERTIME	18,000	18,000	18,639.32	1,734.61	.00	-639.32	103.6%
460000 STATE RETIREMENT	144,080	144,320	116,089.68	10,902.26	.00	28,230.32	80.4%
470000 F.I.C.A. TAXES	63,350	63,460	49,535.89	4,658.91	.00	13,924.11	78.1%
480000 HOSPITALIZATION INS.	168,000	168,000	118,350.00	11,405.00	.00	49,650.00	70.4%
490000 UNEMPLOYMENT BENEFITS	5,000	5,000	2,490.29	.00	.00	2,509.71	49.8%
491000 WORKMAN'S COMPENSATION	3,000	3,000	.00	.00	.00	3,000.00	.0%
500300 PAPER	2,500	2,500	202.47	.00	1,496.70	800.83	68.0%
500500 PRINTED FORMS	5,000	5,000	4,496.00	.00	.00	504.00	89.9%
501000 OTHER EXPENDABLE OFF.SPL	7,000	7,000	3,867.81	117.00	580.55	2,551.64	63.5%
502000 MINOR OFFICE EQUIP/FURN.	3,000	3,000	2,414.96	.00	.00	585.04	80.5%
508000 COMPUTER SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
510000 CLEANING/JANITORIAL SPLY	9,000	9,000	2,115.30	.00	478.46	6,406.24	28.8%
535500 WEARING APPAREL	605	605	.00	.00	.00	605.00	.0%
546000 MINOR EQUIPMENT	500	500	.00	.00	.00	500.00	.0%
559100 OTHER OPER.MATLS-FULL R	3,075	15,075	4,601.37	1,250.00	1,125.53	9,348.10	38.0%
5594MC OTHER OPER - VICTIM ADVOC MC	0	5,600	2,184.00	2,184.00	.00	3,416.00	39.0%
560000 BUILDING MATERIALS & SPLY	1,500	1,500	376.00	.00	.00	1,124.00	25.1%
604800 OTHER PROF.-VICTIM'S ADV.GRAN	451,431	451,431	131,912.36	500.00	.00	319,518.64	29.2%
604900 OTHER PROFESSIONAL SERV.	80,000	115,000	80,227.19	1,680.00	4,772.31	30,000.50	73.9%
604901 TOURISM COMMISSION	72,000	100,000	22,482.30	209.09	.00	77,517.70	22.5%
606000 TELEPHONE AND TELEGRAPH	12,200	12,200	4,711.69	407.91	.00	7,488.31	38.6%
611000 TRAVEL EXPENSE	7,000	7,000	1,485.88	.00	.00	5,514.12	21.2%
6112MC TRVL EXP - VICTIM'S ADV MUN C	0	272,244	.00	.00	.00	272,244.00	.0%
611800 TRVL-HHS SAMHSA GRANT	15,031	15,031	7,814.20	656.13	327.90	6,888.90	54.2%
620000 PRINTING	2,500	2,500	1,014.71	.00	.00	1,485.29	40.6%
630000 GAS	2,300	2,300	6,185.81	21.49	.00	-3,885.81	268.9%
630500 ELECTRICITY	15,000	15,000	3,347.44	573.12	.00	11,652.56	22.3%
635000 BUILDING R&M	7,500	7,500	2,888.48	2,024.00	.00	4,611.52	38.5%
636500 OFFICE EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
684000 DUES AND MEMBERSHIPS	1,000	1,000	.00	.00	.00	1,000.00	.0%
684500 REGISTRATION FEE/TUITION	500	500	450.00	.00	.00	50.00	90.0%
699900 SERVICES NOT SPECIFIED	2,500	2,500	1,763.99	.00	.00	736.01	70.6%
TOTAL CITY COURT	1,914,072	2,268,646	1,241,425.10	99,814.64	8,781.45	1,018,439.45	55.1%

001020 MAYOR/ADMIN.

400000 REGULAR WAGES	683,370	687,820	507,205.75	46,599.75	.00	180,614.25	73.7%
460000 STATE RETIREMENT	118,920	119,695	86,881.72	8,117.97	.00	32,813.28	72.6%
470000 F.I.C.A. TAXES	52,300	52,650	37,909.73	3,469.11	.00	14,740.27	72.0%
480000 HOSPITALIZATION INS.	75,600	75,600	54,980.91	5,400.00	.00	20,619.09	72.7%

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	5,500	5,500	.00	.00	.00	5,500.00	.0%
500300 PAPER	500	500	.00	.00	.00	500.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	4,000	4,000	3,278.39	211.21	.00	721.61	82.0%
502000 MINOR OFFICE EQUIP/FURN.	1,000	1,000	628.40	.00	.00	371.60	62.8%
505000 SUBSCRIPTIONS,MAGS,MAPS	750	750	.00	.00	.00	750.00	.0%
507000 BOOKS	700	700	.00	.00	.00	700.00	.0%
508000 COMPUTER SUPPLIES	1,500	1,200	.00	.00	.00	1,200.00	.0%
511500 FOOD	1,900	2,900	1,894.17	.00	1,000.00	5.83	99.8%
525000 GAS AND OIL	3,000	3,000	3,126.67	444.43	.00	-126.67	104.2%
535500 WEARING APPAREL	400	700	588.70	.00	.00	111.30	84.1%
5460PR MINOR EQUIPMENT PUB RELATIONS	7,000	6,000	2,101.14	.00	.00	3,898.86	35.0%
570000 MTR VEHICLE REP. PTS/SPL	2,000	2,000	1,782.07	257.15	.00	217.93	89.1%
599500 DISASTER REPAIR SUPPLIES	300	300	.00	.00	.00	300.00	.0%
600100 PROF SERVICES - COVID 19	8,069	8,069	.00	.00	.00	8,069.00	.0%
603300 ENTERTAINMENT	0	1,000	856.00	.00	.00	144.00	85.6%
604900 OTHER PROFESSIONAL SERV.	9,200	9,200	6,704.11	.00	.00	2,495.89	72.9%
606000 TELEPHONE AND TELEGRAPH	5,000	5,000	2,751.92	292.86	.00	2,248.08	55.0%
611000 TRAVEL EXPENSE	30,000	29,880	17,543.48	5,179.13	.00	12,336.52	58.7%
612000 FREIGHT	150	150	.00	.00	.00	150.00	.0%
613000 MESSENGER/EXPRESS SERV.	300	300	53.05	.00	.00	246.95	17.7%
615000 ADVERTISING	58,300	58,779	50,149.74	1,517.11	.00	8,629.26	85.3%
6150PR ADVERTISING-PUBLIC RELATIONS	3,000	3,000	765.00	.00	.00	2,235.00	25.5%
615200 ADVERTISING-SPEC. EVENTS	4,000	4,000	1,215.10	.00	150.00	2,634.90	34.1%
615300 ADVERTISING-MAYOR'S YOUTH CON	10,000	6,000	701.65	.00	.00	5,298.35	11.7%
615600 ADVERTISING-USM-ISP	35,000	37,521	37,521.00	.00	.00	.00	100.0%
615700 ADVERTISING-WILLIAM CAREY	7,000	7,000	6,325.00	.00	.00	675.00	90.4%
615800 ADVERTISING-MS ASSC OF COACHE	31,000	31,000	.00	.00	.00	31,000.00	.0%
620000 PRINTING	1,500	1,500	1,080.00	.00	.00	420.00	72.0%
635100 DISASTER REPAIRS	1,500	500	.00	.00	.00	500.00	.0%
638200 MINOR EQUIPMENT R&M	1,500	1,500	222.25	.00	.00	1,277.75	14.8%
638400 MOTOR VEHICLE EQ. R&M	2,250	2,250	.00	.00	.00	2,250.00	.0%
641000 OFFICE EQUIPMENT RENT	5,000	4,000	2,433.00	218.86	846.00	721.00	82.0%
684000 DUES AND MEMBERSHIPS	15,000	16,220	15,574.00	-225.00	.00	646.00	96.0%
684500 REGISTRATION FEE/TUITION	4,900	5,800	4,253.00	.00	.00	1,547.00	73.3%
699900 SERVICES NOT SPECIFIED	800	800	.00	.00	.00	800.00	.0%
732000 HOUSEHOLD FURN/EQUIP.	2,000	2,000	.00	.00	.00	2,000.00	.0%
739900 OTHER EQUIPMENT	2,500	2,500	.00	.00	.00	2,500.00	.0%
740000 AUTOMOBILES	0	27,500	.00	.00	27,355.00	145.00	99.5%
TOTAL MAYOR/ADMIN.	1,197,709	1,230,784	848,525.95	71,482.58	29,351.00	352,907.05	71.3%

001040 MUNICIPAL CLERK

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000 REGULAR WAGES	135,260	136,760	102,899.38	10,550.41	.00	33,860.62	75.2%
430000 OVERTIME	1,000	1,000	.00	.00	.00	1,000.00	.0%
460000 STATE RETIREMENT	23,720	23,990	17,904.45	1,835.77	.00	6,085.55	74.6%
470000 F.I.C.A. TAXES	10,430	10,550	7,617.68	777.30	.00	2,932.32	72.2%
480000 HOSPITALIZATION INS.	33,600	33,600	20,017.09	2,400.00	.00	13,582.91	59.6%
490000 UNEMPLOYMENT BENEFITS	1,060	1,060	4,466.59	.00	.00	-3,406.59	421.4%
491000 WORKMAN'S COMPENSATION	390	390	.00	.00	.00	390.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	2,500	2,500	339.82	288.85	.00	2,160.18	13.6%
502000 MINOR OFFICE EQUIP/FURN.	1,500	1,500	4.22	.00	.00	1,495.78	.3%
508000 COMPUTER SUPPLIES	150	150	.00	.00	.00	150.00	.0%
602000 CONSULTANT SERV/SURVEYS	15,000	13,517	11,170.00	.00	.00	2,347.00	82.6%
615000 ADVERTISING	22,000	20,517	15,489.32	738.24	.00	5,027.68	75.5%
616000 ORDINANCE EXPENSE	3,000	3,000	.00	.00	.00	3,000.00	.0%
620000 PRINTING	1,200	1,200	.00	.00	.00	1,200.00	.0%
636500 OFFICE EQUIPMENT R&M	2,300	2,300	.00	.00	.00	2,300.00	.0%
639900 OTHER REPAIRS AND MAINT.	0	2,966	.00	.00	2,965.36	.64	100.0%
641000 OFFICE EQUIPMENT RENT	4,500	4,500	.00	.00	.00	4,500.00	.0%
684000 DUES AND MEMBERSHIPS	300	300	110.00	.00	.00	190.00	36.7%
684500 REGISTRATION FEE/TUITION	1,500	1,500	423.35	.00	.00	1,076.65	28.2%
TOTAL MUNICIPAL CLERK	259,410	261,300	180,441.90	16,590.57	2,965.36	77,892.74	70.2%
001042 ACCOUNTING DIV.							
400000 REGULAR WAGES	252,250	252,250	160,164.47	14,562.12	.00	92,085.53	63.5%
460000 STATE RETIREMENT	43,900	43,900	27,868.57	2,533.81	.00	16,031.43	63.5%
470000 F.I.C.A. TAXES	19,300	19,300	12,112.83	1,100.22	.00	7,187.17	62.8%
480000 HOSPITALIZATION INS.	42,000	42,000	25,300.00	2,400.00	.00	16,700.00	60.2%
490000 UNEMPLOYMENT BENEFITS	3,200	3,200	.00	.00	.00	3,200.00	.0%
491000 WORKMAN'S COMPENSATION	700	700	.00	.00	.00	700.00	.0%
500300 PAPER	800	800	.00	.00	.00	800.00	.0%
500500 PRINTED FORMS	1,000	1,500	1,360.13	.00	.00	139.87	90.7%
501000 OTHER EXPENDABLE OFF.SPL	2,500	2,200	167.86	.00	339.36	1,692.78	23.1%
502000 MINOR OFFICE EQUIP/FURN.	500	300	.00	.00	.00	300.00	.0%
510000 CLEANING/JANITORIAL SPLY	500	700	226.78	.00	.00	473.22	32.4%
580000 MINOR COMPUTER EQUIP.	1,000	800	549.00	.00	.00	251.00	68.6%
604900 OTHER PROFESSIONAL SERV.	0	300	287.95	.00	.00	12.05	96.0%
611000 TRAVEL EXPENSE	3,000	3,000	1,440.33	.00	.00	1,559.67	48.0%
613000 MESSENGER/EXPRESS SERV.	100	100	.00	.00	.00	100.00	.0%
620000 PRINTING	500	200	.00	.00	.00	200.00	.0%
639900 OTHER REPAIRS AND MAINT.	200	200	.00	.00	.00	200.00	.0%
684500 REGISTRATION FEE/TUITION	1,100	1,100	169.00	.00	.00	931.00	15.4%

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
699900 SERVICES NOT SPECIFIED	200	200	.00	.00	.00	200.00	.0%
TOTAL ACCOUNTING DIV.	372,750	372,750	229,646.92	20,596.15	339.36	142,763.72	61.7%
001045 PURCHASING DIV.							
400000 REGULAR WAGES	95,120	95,120	82,788.93	9,977.26	.00	12,331.07	87.0%
460000 STATE RETIREMENT	16,560	16,560	14,405.25	1,736.05	.00	2,154.75	87.0%
470000 F.I.C.A. TAXES	7,280	7,280	5,937.45	758.10	.00	1,342.55	81.6%
480000 HOSPITALIZATION INS.	16,800	16,800	11,800.00	.00	.00	5,000.00	70.2%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	330	330	.00	.00	.00	330.00	.0%
500300 PAPER	1,100	1,100	791.25	.00	.00	308.75	71.9%
501000 OTHER EXPENDABLE OFF.SPL	1,650	1,650	899.69	.00	.00	750.31	54.5%
611000 TRAVEL EXPENSE	379	1,679	1,475.33	.00	.00	203.67	87.9%
636500 OFFICE EQUIPMENT R&M	2,105	1,105	1,142.83	222.98	.00	-37.83	103.4%
684000 DUES AND MEMBERSHIPS	500	200	.00	.00	.00	200.00	.0%
TOTAL PURCHASING DIV.	142,824	142,824	119,240.73	12,694.39	.00	23,583.27	83.5%
001060 CITY ATTORNEY							
400000 REGULAR WAGES	70,000	70,000	59,230.82	5,384.62	.00	10,769.18	84.6%
460000 STATE RETIREMENT	12,180	12,180	10,306.12	936.92	.00	1,873.88	84.6%
470000 F.I.C.A. TAXES	5,360	5,360	4,531.16	411.93	.00	828.84	84.5%
480000 HOSPITALIZATION INS.	8,400	8,400	50.00	5.00	.00	8,350.00	.6%
491000 WORKMAN'S COMPENSATION	300	300	.00	.00	.00	300.00	.0%
559000 OTHER OPERATING MATL/SPLY	100	100	.00	.00	.00	100.00	.0%
607000 POSTAGE	100	100	.00	.00	.00	100.00	.0%
611000 TRAVEL EXPENSE	500	500	.00	.00	.00	500.00	.0%
TOTAL CITY ATTORNEY	96,940	96,940	74,118.10	6,738.47	.00	22,821.90	76.5%
001080 HUMAN RESOURCES							
400000 REGULAR WAGES	186,650	186,650	157,052.01	14,535.17	.00	29,597.99	84.1%
460000 STATE RETIREMENT	32,480	32,480	25,211.10	2,358.92	.00	7,268.90	77.6%
470000 F.I.C.A. TAXES	14,280	14,280	11,138.90	1,024.39	.00	3,141.10	78.0%

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
480000 HOSPITALIZATION INS.	25,200	25,200	19,050.00	1,805.00	.00	6,150.00	75.6%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	575	575	.00	.00	.00	575.00	.0%
500300 PAPER	2,500	2,500	299.34	.00	.00	2,200.66	12.0%
500500 PRINTED FORMS	1,000	1,000	.00	.00	.00	1,000.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	1,500	1,500	1,378.19	.00	.00	121.81	91.9%
505000 SUBSCRIPTIONS,MAGS,MAPS	300	300	.00	.00	.00	300.00	.0%
508000 COMPUTER SUPPLIES	2,500	2,500	.00	.00	.00	2,500.00	.0%
607000 POSTAGE	50	50	.00	.00	.00	50.00	.0%
611000 TRAVEL EXPENSE	500	1,540	1,526.37	.00	.00	13.63	99.1%
612000 FREIGHT	100	60	.00	.00	.00	60.00	.0%
636500 OFFICE EQUIPMENT R&M	4,700	3,700	3,213.86	.00	.00	486.14	86.9%
684000 DUES AND MEMBERSHIPS	250	250	244.00	.00	.00	6.00	97.6%
TOTAL HUMAN RESOURCES	273,585	273,585	219,113.77	19,723.48	.00	54,471.23	80.1%
001081 LOSS CONTROL							
400000 REGULAR WAGES	83,850	82,350	47,114.43	3,846.16	.00	35,235.57	57.2%
460000 STATE RETIREMENT	14,590	14,320	8,226.88	669.24	.00	6,093.12	57.5%
470000 F.I.C.A. TAXES	6,420	6,300	3,469.98	294.24	.00	2,830.02	55.1%
480000 HOSPITALIZATION INS.	16,800	16,800	5,582.91	600.00	.00	11,217.09	33.2%
490000 UNEMPLOYMENT BENEFITS	1,730	1,730	.00	.00	.00	1,730.00	.0%
491000 WORKMAN'S COMPENSATION	880	880	.00	.00	.00	880.00	.0%
500500 PRINTED FORMS	250	250	.00	.00	.00	250.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	750	750	.00	.00	.00	750.00	.0%
502000 MINOR OFFICE EQUIP/FURN.	300	300	.00	.00	.00	300.00	.0%
505000 SUBSCRIPTIONS,MAGS,MAPS	350	350	.00	.00	.00	350.00	.0%
512000 MEDICAL SUPPLIES	150	150	.00	.00	.00	150.00	.0%
525000 GAS AND OIL	2,000	2,000	212.75	.00	.00	1,787.25	10.6%
535500 WEARING APPAREL	300	300	.00	.00	.00	300.00	.0%
546000 MINOR EQUIPMENT	800	800	.00	.00	.00	800.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	1,000	1,000	82.02	.00	.00	917.98	8.2%
575000 COMMUNICATION REPAIR PTS	100	100	.00	.00	.00	100.00	.0%
606000 TELEPHONE AND TELEGRAPH	1,300	1,300	938.13	93.57	.00	361.87	72.2%
638400 MOTOR VEHICLE EQ. R&M	600	600	.00	.00	.00	600.00	.0%
639900 OTHER REPAIRS AND MAINT.	1,800	1,800	.00	.00	.00	1,800.00	.0%
TOTAL LOSS CONTROL	133,970	132,080	65,627.10	5,503.21	.00	66,452.90	49.7%
001090 URBAN DEVELOPMT							

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FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000 REGULAR WAGES	398,350	398,350	291,842.97	28,806.92	.00	106,507.03	73.3%
430000 OVERTIME	1,000	1,000	.00	.00	.00	1,000.00	.0%
460000 STATE RETIREMENT	69,500	69,500	50,780.55	5,012.39	.00	18,719.45	73.1%
470000 F.I.C.A. TAXES	30,600	30,600	21,374.81	2,100.80	.00	9,225.19	69.9%
480000 HOSPITALIZATION INS.	67,200	67,200	47,805.00	4,200.00	.00	19,395.00	71.1%
490000 UNEMPLOYMENT BENEFITS	2,000	2,000	.00	.00	.00	2,000.00	.0%
491000 WORKMAN'S COMPENSATION	5,440	5,440	.00	.00	.00	5,440.00	.0%
500300 PAPER	945	945	637.69	.00	121.06	186.25	80.3%
501000 OTHER EXPENDABLE OFF.SPL	2,770	2,590	978.67	354.91	706.18	905.15	65.1%
501100 N.I.P. SUPPLIES	11,080	11,080	634.35	-5,000.00	4,142.52	6,303.13	43.1%
501700 DISABILITY AWARENESS DAY	500	500	.00	.00	.00	500.00	.0%
501800 COMMUNITY DEVELOPMENT WEEK	1,000	1,000	.00	.00	.00	1,000.00	.0%
502000 MINOR OFFICE EQUIP/FURN.	1,335	1,335	216.94	.00	259.99	858.07	35.7%
505000 SUBSCRIPTIONS,MAGS,MAPS	360	570	560.73	.00	.00	9.27	98.4%
507000 BOOKS	135	135	.00	.00	.00	135.00	.0%
508000 COMPUTER SUPPLIES	2,000	1,970	.00	.00	1,915.36	54.64	97.2%
511500 FOOD	130	130	.00	.00	.00	130.00	.0%
525000 GAS AND OIL	1,500	1,500	408.07	61.71	.00	1,091.93	27.2%
535500 WEARING APPAREL	270	270	.00	.00	.00	270.00	.0%
546000 MINOR EQUIPMENT	100	100	.00	.00	.00	100.00	.0%
559000 OTHER OPERATING MATL/SPLY	300	300	.00	.00	.00	300.00	.0%
560000 BUILDING MATERIALS & SPLY	135	135	.00	.00	.00	135.00	.0%
565000 PAINT AND PAINTING SPLY.	135	135	.00	.00	.00	135.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	2,250	3,500	1,398.30	627.26	.00	2,101.70	40.0%
601600 TITLE OPINIONS	500	500	.00	.00	.00	500.00	.0%
602000 CONSULTANT SERV/SURVEYS	4,000	4,000	.00	.00	.00	4,000.00	.0%
602300 ABSTRACTING & RECORDING	180	180	.00	.00	.00	180.00	.0%
604900 OTHER PROFESSIONAL SERV.	102,600	100,900	40,388.51	.00	599.00	59,912.49	40.6%
606000 TELEPHONE AND TELEGRAPH	3,200	4,900	4,038.02	769.22	.00	861.98	82.4%
607000 POSTAGE	600	600	.00	.00	.00	600.00	.0%
611000 TRAVEL EXPENSE	6,000	6,000	3,939.43	649.01	.00	2,060.57	65.7%
613000 MESSENGER/EXPRESS SERV.	100	100	.00	.00	.00	100.00	.0%
615000 ADVERTISING	350	350	247.20	.00	.00	102.80	70.6%
620000 PRINTING	2,750	2,750	631.51	.00	470.00	1,648.49	40.1%
638400 MOTOR VEHICLE EQ. R&M	2,000	2,000	.00	.00	.00	2,000.00	.0%
639900 OTHER REPAIRS AND MAINT.	200	200	.00	.00	.00	200.00	.0%
641000 OFFICE EQUIPMENT RENT	5,100	5,100	3,827.55	244.55	.00	1,272.45	75.1%
684000 DUES AND MEMBERSHIPS	2,400	2,400	948.00	.00	.00	1,452.00	39.5%
684500 REGISTRATION FEE/TUITION	4,200	4,200	1,760.30	.00	.00	2,439.70	41.9%
TOTAL URBAN DEVELOPMT	733,215	734,465	472,418.60	37,826.77	8,214.11	253,832.29	65.4%

001091 INFO TECHNOLOGY

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000 REGULAR WAGES	202,680	202,680	163,055.88	14,560.63	.00	39,624.12	80.4%
430000 OVERTIME	13,500	13,500	11,081.00	1,032.00	.00	2,419.00	82.1%
460000 STATE RETIREMENT	37,700	37,700	30,299.66	2,713.11	.00	7,400.34	80.4%
470000 F.I.C.A. TAXES	16,550	16,550	12,878.03	1,154.22	.00	3,671.97	77.8%
480000 HOSPITALIZATION INS.	25,200	25,200	19,297.50	1,800.00	.00	5,902.50	76.6%
491000 WORKMAN'S COMPENSATION	1,000	1,000	.00	.00	.00	1,000.00	.0%
500300 PAPER	1,200	1,200	477.17	282.51	.00	722.83	39.8%
501000 OTHER EXPENDABLE OFF.SPL	500	500	386.25	.00	.00	113.75	77.3%
508000 COMPUTER SUPPLIES	35,000	35,000	22,522.16	2,634.67	6,185.89	6,291.95	82.0%
525000 GAS AND OIL	500	500	382.10	50.11	.00	117.90	76.4%
546000 MINOR EQUIPMENT	500	500	.00	.00	.00	500.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	200	200	.00	.00	.00	200.00	.0%
580000 MINOR COMPUTER EQUIP.	1,200	1,200	.00	.00	.00	1,200.00	.0%
603500 DATA PROCESSING	30,000	30,000	29,123.01	.00	.00	876.99	97.1%
604900 OTHER PROFESSIONAL SERV.	392,500	420,750	340,875.55	1,724.71	7,765.00	72,109.45	82.9%
606000 TELEPHONE AND TELEGRAPH	2,500	3,150	2,119.10	-739.55	.00	1,030.90	67.3%
606800 NETWORK	205,000	204,500	156,175.21	14,446.46	.00	48,324.79	76.4%
606900 NETWORK WIRELESS	6,000	6,000	5,520.18	.00	.00	479.82	92.0%
611000 TRAVEL EXPENSE	0	1,600	1,521.81	.00	.00	78.19	95.1%
635500 ELECTRICAL R&M	0	0	.00	.00	6,000.00	-6,000.00	100.0%
636500 OFFICE EQUIPMENT R&M	230,000	269,680	105,511.12	2,239.39	28,078.79	136,090.09	49.5%
638400 MOTOR VEHICLE EQ. R&M	0	320	320.00	320.00	.00	.00	100.0%
732500 OFFICE FURN/EQUIP.	0	500	288.89	.00	125.00	86.11	82.8%
732700 DATA PROCESSING EQUIP.	40,000	39,500	35,023.12	999.00	.00	4,476.88	88.7%
TOTAL INFO TECHNOLOGY	1,241,730	1,311,730	936,857.74	43,217.26	48,154.68	326,717.58	75.1%

001092 GEN.GOV'T.BLDG

510000 CLEANING/JANITORIAL SPLY	2,500	2,500	762.74	.00	300.00	1,437.26	42.5%
513000 CHEMICALS	7,400	9,900	6,750.00	.00	.00	3,150.00	68.2%
544000 HORT./LANDSCAPING SPLY.	2,500	2,500	.00	.00	.00	2,500.00	.0%
546000 MINOR EQUIPMENT	2,500	2,500	767.59	18.98	.00	1,732.41	30.7%
560000 BUILDING MATERIALS & SPLY	2,000	2,000	167.44	.00	.00	1,832.56	8.4%
560500 ELECTRICAL SUPPLIES	2,000	2,000	1,321.15	.00	.00	678.85	66.1%
561000 PLUMBING SUPPLIES	500	500	216.60	.00	.00	283.40	43.3%
565000 PAINT AND PAINTING SPLY.	2,000	2,000	1,937.19	.00	.00	62.81	96.9%
600100 PROF SERVICES - COVID 19	2,000	2,000	.00	.00	.00	2,000.00	.0%
602100 BUILDING SECURITY	2,000	2,000	540.00	.00	.00	1,460.00	27.0%
604900 OTHER PROFESSIONAL SERV.	9,400	9,400	1,269.95	.00	.00	8,130.05	13.5%
630000 GAS	15,000	15,000	14,434.54	225.73	.00	565.46	96.2%
630500 ELECTRICITY	74,000	74,000	65,145.09	8,052.58	.00	8,854.91	88.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
635000 BUILDING R&M	50,000	50,000	15,233.21	1,122.89	3,890.00	30,876.79	38.2%
635500 ELECTRICAL R&M	1,000	1,000	656.22	.00	.00	343.78	65.6%
637000 HOUSEHOLD EQUIPMENT R&M	5,000	5,000	350.00	.00	.00	4,650.00	7.0%
638000 FIXED EQUIPMENT R&M	5,000	5,000	1,097.95	.00	.00	3,902.05	22.0%
639400 DISINFECT./EXTERMINATION	1,200	1,200	857.00	313.00	.00	343.00	71.4%
644900 OTHER RENT	13,000	13,000	11,354.85	1,100.00	.00	1,645.15	87.3%
TOTAL GEN.GOV'T.BLDG	199,000	201,500	122,861.52	10,833.18	4,190.00	74,448.48	63.1%
001093 INTERMODAL FAC O&M							
510000 CLEANING/JANITORIAL SPLY	3,200	3,200	2,346.59	747.59	300.00	553.41	82.7%
544000 HORT./LANDSCAPING SPLY.	800	800	36.00	.00	.00	764.00	4.5%
546000 MINOR EQUIPMENT	1,500	1,500	593.56	.00	.00	906.44	39.6%
559000 OTHER OPERATING MATL/SPLY	1,000	1,000	375.92	.00	.00	624.08	37.6%
560000 BUILDING MATERIALS & SPLY	3,000	3,000	.00	.00	.00	3,000.00	.0%
560500 ELECTRICAL SUPPLIES	2,000	2,000	285.20	.00	.00	1,714.80	14.3%
561000 PLUMBING SUPPLIES	800	800	.00	.00	.00	800.00	.0%
599000 OTHER REPAIR/MAINT. SPL.	1,000	1,000	.00	.00	.00	1,000.00	.0%
630500 ELECTRICITY	37,000	37,000	28,417.66	3,839.18	.00	8,582.34	76.8%
635000 BUILDING R&M	35,000	35,000	7,749.05	.00	4,550.00	22,700.95	35.1%
635500 ELECTRICAL R&M	1,000	1,000	405.00	.00	.00	595.00	40.5%
635700 PLUMBING EQUIPMENT R&M	500	500	398.00	.00	.00	102.00	79.6%
639400 DISINFECT./EXTERMINATION	1,200	1,200	1,280.00	85.00	.00	-80.00	106.7%
639900 OTHER REPAIRS AND MAINT.	10,000	10,000	6,754.19	.00	.00	3,245.81	67.5%
739900 OTHER EQUIPMENT	0	89,000	42,672.50	.00	.00	46,327.50	47.9%
TOTAL INTERMODAL FAC O&M	98,000	187,000	91,313.67	4,671.77	4,850.00	90,836.33	51.4%
001094 METRPLTN PLANG.							
400000 REGULAR WAGES	160,760	160,760	97,375.44	8,942.61	.00	63,384.56	60.6%
460000 STATE RETIREMENT	28,000	28,000	16,943.41	1,556.03	.00	11,056.59	60.5%
470000 F.I.C.A. TAXES	12,300	12,300	7,102.58	649.23	.00	5,197.42	57.7%
480000 HOSPITALIZATION INS.	33,600	33,600	22,700.00	1,800.00	.00	10,900.00	67.6%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	1,470	1,470	.00	.00	.00	1,470.00	.0%
500300 PAPER	500	500	.00	.00	.00	500.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	2,000	2,000	.00	.00	.00	2,000.00	.0%
502000 MINOR OFFICE EQUIP/FURN.	1,500	1,500	.00	.00	.00	1,500.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
505000 SUBSCRIPTIONS,MAGS,MAPS	1,000	1,000	.00	.00	.00	1,000.00	.0%
507000 BOOKS	800	800	.00	.00	.00	800.00	.0%
508000 COMPUTER SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
511500 FOOD	2,000	2,000	39.57	.00	.00	1,960.43	2.0%
525000 GAS AND OIL	950	950	53.69	.00	.00	896.31	5.7%
535500 WEARING APPAREL	400	400	371.00	.00	.00	29.00	92.8%
546000 MINOR EQUIPMENT	500	500	.00	.00	.00	500.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	2,500	2,500	.00	.00	.00	2,500.00	.0%
602000 CONSULTANT SERV/SURVEYS	225,000	225,000	.00	.00	.00	225,000.00	.0%
604900 OTHER PROFESSIONAL SERV.	4,000	4,000	91.15	-243.92	.00	3,908.85	2.3%
611000 TRAVEL EXPENSE	3,000	3,000	1,988.11	.00	.00	1,011.89	66.3%
613000 MESSENGER/EXPRESS SERV.	100	100	.00	.00	.00	100.00	.0%
615000 ADVERTISING	1,000	1,000	.00	.00	.00	1,000.00	.0%
620000 PRINTING	750	750	.00	.00	.00	750.00	.0%
636500 OFFICE EQUIPMENT R&M	5,000	5,000	2,731.79	.00	.00	2,268.21	54.6%
638400 MOTOR VEHICLE EQ. R&M	1,700	1,700	.00	.00	.00	1,700.00	.0%
650001 TRAIN DAY EVENT	500	500	.00	.00	.00	500.00	.0%
650004 BICYCLE COMMITTEE & SAFETY	500	500	.00	.00	.00	500.00	.0%
684000 DUES AND MEMBERSHIPS	1,700	1,700	823.00	.00	750.00	127.00	92.5%
684500 REGISTRATION FEE/TUITION	1,500	1,500	785.00	.00	650.00	65.00	95.7%
699900 SERVICES NOT SPECIFIED	500	500	.00	.00	.00	500.00	.0%
732500 OFFICE FURN/EQUIP.	100	100	.00	.00	.00	100.00	.0%
TOTAL METRPLTN PLANG.	495,630	495,630	151,004.74	12,703.95	1,400.00	343,225.26	30.7%
001095 G/G INS.OTH SER							
500300 PAPER	500	500	.00	.00	.00	500.00	.0%
559000 OTHER OPERATING MATL/SPLY	500	500	164.33	.00	.00	335.67	32.9%
602500 LEGAL	500,000	747,000	549,843.85	94,177.32	.00	197,156.15	73.6%
602700 MEDICAL	20,000	20,000	16,065.00	.00	.00	3,935.00	80.3%
602701 MEDICAL ANALYSIS-EMP CLINIC	386,000	386,000	308,486.68	30,278.83	1,248.68	76,264.64	80.2%
604900 OTHER PROFESSIONAL SERV.	350,000	389,000	319,333.53	57,555.05	.00	69,666.47	82.1%
606000 TELEPHONE AND TELEGRAPH	130,000	130,000	103,387.30	12,234.75	.00	26,612.70	79.5%
607000 POSTAGE	35,000	37,800	36,440.98	15,194.53	1,161.24	197.78	99.5%
611000 TRAVEL EXPENSE	6,800	6,200	.00	.00	.00	6,200.00	.0%
615500 UNALLOCATED ADVERTISING	40,000	40,000	35,846.96	.00	.00	4,153.04	89.6%
620000 PRINTING	3,000	1,800	.00	.00	.00	1,800.00	.0%
625000 FIRE & EXTENDED COVERAGE	710,000	800,000	799,999.06	799,999.06	.00	.94	100.0%
625500 PUBLIC LIAB/PROPERTY DAM	520,000	520,000	449,134.30	1,876.88	.00	70,865.70	86.4%
626000 BOILER MACHINERY	11,000	11,000	.00	.00	.00	11,000.00	.0%
627000 SURETY AND FORGERY BONDS	15,000	15,000	9,646.50	.00	.00	5,353.50	64.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
629900 OTHER INSURANCE	3,000	3,000	.00	.00	.00	3,000.00	.0%
636500 OFFICE EQUIPMENT R&M	5,000	700	.00	.00	.00	700.00	.0%
670000 SETTLEMENT OF DAMAGE CLAIMS	0	165,000	164,178.00	.00	.00	822.00	99.5%
683000 PROP.TAX COLL. FEES .05	95,000	95,000	75,086.77	8,342.30	.00	19,913.23	79.0%
683100 PROP.TAX COLL. FEES.005	130,000	130,000	119,967.78	1,228.95	.00	10,032.22	92.3%
683200 BANK SERV/TRF FEE	5,000	5,000	4,939.02	539.46	.00	60.98	98.8%
684000 DUES AND MEMBERSHIPS	0	4,300	4,229.00	4,229.00	.00	71.00	98.3%
684500 REGISTRATION FEE/TUITION	2,000	2,000	.00	.00	.00	2,000.00	.0%
699900 SERVICES NOT SPECIFIED	22,000	75,000	75,000.00	.00	.00	.00	100.0%
TOTAL G/G INS.OTH SER	2,989,800	3,584,800	3,071,749.06	1,025,656.13	2,409.92	510,641.02	85.8%
001096 FED PROG ADMIN							
400000 REGULAR WAGES	32,760	54,320	50,720.05	4,442.88	.00	3,599.95	93.4%
460000 STATE RETIREMENT	5,700	9,500	8,825.22	773.05	.00	674.78	92.9%
470000 F.I.C.A. TAXES	2,510	4,160	3,616.92	313.59	.00	543.08	86.9%
480000 HOSPITALIZATION INS.	8,400	8,400	9,565.82	949.31	.00	-1,165.82	113.9%
501000 OTHER EXPENDABLE OFF.SPL	900	900	25.00	.00	.00	875.00	2.8%
502000 MINOR OFFICE EQUIP/FURN.	2,000	2,000	268.18	.00	.00	1,731.82	13.4%
6032LA CONTRC SERV-LEAD ABATEMENT	246,857	900,000	.00	.00	.00	900,000.00	.0%
6032LI CONTRC SERV-LEAD INSPECTION	21,943	112,112	.00	.00	.00	112,112.00	.0%
6032LT CONTRC SERV-LEAD TESTING	11,314	31,628	.00	.00	.00	31,628.00	.0%
611000 TRAVEL EXPENSE	24,686	2,419	5,416.50	.00	.00	-2,997.50	223.9%
684500 REGISTRATION FEE/TUITION	23,439	2,615	1,690.00	.00	.00	925.00	64.6%
TOTAL FED PROG ADMIN	380,509	1,128,054	80,127.69	6,478.83	.00	1,047,926.31	7.1%
001100 POLICE/PUB.SFTY							
400000 REGULAR WAGES	7,656,000	7,802,910	5,530,761.12	517,597.61	.00	2,272,148.88	70.9%
430000 OVERTIME	725,000	725,000	1,042,311.74	109,586.82	.00	-317,311.74	143.8%
460000 STATE RETIREMENT	1,458,300	1,484,230	1,117,330.68	109,130.18	.00	366,899.32	75.3%
470000 F.I.C.A. TAXES	641,200	652,520	489,238.45	46,597.27	.00	163,281.55	75.0%
480000 HOSPITALIZATION INS.	1,419,600	1,419,600	858,419.77	75,801.51	.00	561,180.23	60.5%
490000 UNEMPLOYMENT BENEFITS	9,000	9,000	1,503.00	.00	.00	7,497.00	16.7%
491000 WORKMAN'S COMPENSATION	155,980	155,980	.00	.00	.00	155,980.00	.0%
500300 PAPER	3,700	3,700	2,159.22	225.55	498.90	1,041.88	71.8%
501000 OTHER EXPENDABLE OFF.SPL	11,820	11,820	9,873.49	390.55	1,448.25	498.26	95.8%
501200 EXPENDABLE OFF.SPL-LIFE	1,200	1,200	916.23	.00	.00	283.77	76.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
502000 MINOR OFFICE EQUIP/FURN.	2,700	2,700	35.76	35.76	847.62	1,816.62	32.7%
505000 SUBSCRIPTIONS,MAGS,MAPS	5,300	5,300	5,262.80	1,203.20	.00	37.20	99.3%
507000 BOOKS	200	200	.00	.00	.00	200.00	.0%
508000 COMPUTER SUPPLIES	11,800	11,800	6,041.00	1,500.00	4,300.00	1,459.00	87.6%
510000 CLEANING/JANITORIAL SPLY	8,500	10,500	8,618.77	925.19	324.00	1,557.23	85.2%
511100 SUPPLIES - COVID 19	3,500	3,500	.00	.00	.00	3,500.00	.0%
511200 SUPPLIES-DOJ CORONA VIR	38,417	38,417	8,250.20	.00	.00	30,166.80	21.5%
511500 FOOD	500	500	277.22	277.22	.00	222.78	55.4%
515000 FEED FOR ANIMALS	4,500	4,500	1,325.01	.00	.00	3,174.99	29.4%
525000 GAS AND OIL	325,000	325,000	267,443.08	26,669.81	.00	57,556.92	82.3%
525700 DIESEL FUEL	2,000	2,000	4,111.07	560.77	.00	-2,111.07	205.6%
535000 UNIFORMS, BADGES, ETC.	45,000	42,000	34,771.26	4,647.61	5,554.28	1,674.46	96.0%
535500 WEARING APPAREL	49,000	49,000	37,906.57	2,097.04	4,957.75	6,135.68	87.5%
540500 CONCRETE, CEMENT, ETC.	500	500	.00	.00	.00	500.00	.0%
544000 HORT./LANDSCAPING SPLY.	1,500	1,500	.00	.00	.00	1,500.00	.0%
546000 MINOR EQUIPMENT	50,000	48,000	32,480.22	2,275.31	6,953.38	8,566.40	82.2%
546700 METER LOCKS	6,323	4,323	.00	.00	.00	4,323.00	.0%
559000 OTHER OPERATING MATL/SPLY	29,000	28,650	24,384.15	.00	.00	4,265.85	85.1%
559200 OTHER OPER.MATLS-D.A.R.E.	300	650	640.69	.00	.00	9.31	98.6%
559400 OTHER OPER-VICTIM ADVOC	1,200	1,200	139.57	.00	.00	1,060.43	11.6%
5594MC OTHER OPER - VICTIM ADVOC MC	600	0	.00	.00	.00	.00	.0%
560500 ELECTRICAL SUPPLIES	2,000	1,000	.00	.00	.00	1,000.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	170,000	196,000	178,059.41	22,035.66	10,646.71	7,293.88	96.3%
575000 COMMUNICATION REPAIR PTS	1,500	1,500	.00	.00	.00	1,500.00	.0%
599000 OTHER REPAIR/MAINT. SPL.	3,000	3,000	1,704.25	.00	.00	1,295.75	56.8%
602700 MEDICAL	10,000	10,000	6,706.40	1,078.40	.00	3,293.60	67.1%
603000 VETERINARIAN	5,000	6,500	5,758.25	554.34	.00	741.75	88.6%
604900 OTHER PROFESSIONAL SERV.	110,000	130,000	109,092.91	8,355.40	2,696.76	18,210.33	86.0%
604921 NOLA EXPENSE	68,000	94,000	63,950.52	12,209.34	139.85	29,909.63	68.2%
606000 TELEPHONE AND TELEGRAPH	124,500	124,500	103,664.56	10,594.02	.00	20,835.44	83.3%
606900 NETWORK WIRELESS	3,000	1,000	.00	.00	.00	1,000.00	.0%
611000 TRAVEL EXPENSE	30,000	30,000	27,818.61	5,941.83	1,757.60	423.79	98.6%
611200 TRVL EXP-VICTIM'S ADV	5,691	5,691	.00	.00	.00	5,691.00	.0%
6112MC TRVL EXP - VICTIM'S ADV MUN C	4,518	0	.00	.00	.00	.00	.0%
612000 FREIGHT	3,000	3,500	2,843.03	400.00	301.47	355.50	89.8%
615000 ADVERTISING	1,500	1,500	.00	.00	.00	1,500.00	.0%
620000 PRINTING	450	450	.00	.00	.00	450.00	.0%
626500 AUTOMOBILE INSURANCE	19,700	21,200	21,153.00	2,902.00	.00	47.00	99.8%
627000 SURETY AND FORGERY BONDS	400	400	.00	.00	.00	400.00	.0%
630000 GAS	14,500	24,500	37,379.96	1,561.34	.00	-12,879.96	152.6%
630500 ELECTRICITY	94,000	184,000	178,801.11	22,705.14	.00	5,198.89	97.2%
635500 ELECTRICAL R&M	4,000	4,000	1,743.20	.00	2,105.00	151.80	96.2%
636500 OFFICE EQUIPMENT R&M	30,000	22,500	3,296.45	779.14	.00	19,203.55	14.7%
638000 FIXED EQUIPMENT R&M	2,500	2,500	532.77	.00	.00	1,967.23	21.3%

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
638400 MOTOR VEHICLE EQ. R&M	146,000	161,500	125,429.27	37,348.03	10,474.10	25,596.63	84.2%
639400 DISINFECT./EXTERMINATION	2,500	2,500	1,378.00	165.00	.00	1,122.00	55.1%
639800 TOW IN CHARGES	8,000	8,000	7,040.00	700.00	.00	960.00	88.0%
641000 OFFICE EQUIPMENT RENT	11,500	11,500	8,924.02	.00	.00	2,575.98	77.6%
641700 MOTORCYCLE RENT	260,000	386,000	43,500.00	.00	133,126.60	209,373.40	45.8%
681700 EVIDENCE BUY MONEY	10,000	2,500	.00	.00	.00	2,500.00	.0%
683600 NSF CHECKS	1,000	1,000	.00	.00	.00	1,000.00	.0%
684000 DUES AND MEMBERSHIPS	2,000	2,000	735.00	.00	100.00	1,165.00	41.8%
684500 REGISTRATION FEE/TUITION	15,000	21,000	17,089.00	.00	1,755.00	2,156.00	89.7%
699900 SERVICES NOT SPECIFIED	18,500	18,500	12,000.00	.00	.00	6,500.00	64.9%
732300 EQUIP-BYRNE '21	26,282	26,282	.00	.00	.00	26,282.00	.0%
732400 EQUIP-BYRNE '22	0	14,095	14,014.80	2,496.30	.00	80.20	99.4%
737500 EQUIP-BYRNE '20	0	8,620	968.79	.00	.00	7,651.21	11.2%
739900 OTHER EQUIPMENT	0	635,000	133,612.28	38,942.41	105,403.74	395,983.98	37.6%
740000 AUTOMOBILES	0	328,000	83,533.72	.00	126,545.00	117,921.28	64.0%
742000 PICK UP TRUCKS	0	48,000	47,491.00	.00	.00	509.00	98.9%
TOTAL POLICE/PUB.SFTY	13,875,681	15,388,438	10,722,421.38	1,068,289.75	419,936.01	4,246,080.61	72.4%

001131 JOINT P&F TRNG.

400000 REGULAR WAGES	32,760	32,760	21,600.00	2,400.00	.00	11,160.00	65.9%
430000 OVERTIME	3,800	3,800	1,020.01	.00	.00	2,779.99	26.8%
460000 STATE RETIREMENT	6,020	6,020	3,935.88	417.60	.00	2,084.12	65.4%
470000 F.I.C.A. TAXES	2,650	2,650	1,727.30	183.60	.00	922.70	65.2%
480000 HOSPITALIZATION INS.	8,400	8,400	2,400.00	600.00	.00	6,000.00	28.6%
491000 WORKMAN'S COMPENSATION	0	100	.00	.00	.00	100.00	.0%
500300 PAPER	875	875	524.90	.00	134.24	215.86	75.3%
501000 OTHER EXPENDABLE OFF.SPL	5,000	4,100	2,415.80	179.11	1,537.44	146.76	96.4%
502000 MINOR OFFICE EQUIP/FURN.	1,875	2,875	1,787.30	.00	1,000.00	87.70	96.9%
504000 PHOTO SUPPLIES	475	475	456.50	.00	.00	18.50	96.1%
505000 SUBSCRIPTIONS,MAGS,MAPS	100	100	.00	.00	.00	100.00	.0%
507000 BOOKS	1,800	1,800	1,381.75	111.20	.00	418.25	76.8%
507100 BOOKS-FIRE	2,000	2,000	1,503.87	.00	.00	496.13	75.2%
508000 COMPUTER SUPPLIES	7,800	6,300	3,384.83	.00	74.89	2,840.28	54.9%
510000 CLEANING/JANITORIAL SPLY	2,800	2,700	1,892.28	.00	596.23	211.49	92.2%
511000 HOUSEHOLD SUPPLIES	50	50	.00	.00	.00	50.00	.0%
511500 FOOD	1,200	1,200	1,131.07	214.81	.00	68.93	94.3%
511600 FOOD-CIT TRAINING (PBMH CONTR	4,696	4,696	.00	.00	.00	4,696.00	.0%
512000 MEDICAL SUPPLIES	600	600	205.26	.00	379.19	15.55	97.4%
525000 GAS AND OIL	200	200	22.27	.00	.00	177.73	11.1%
535500 WEARING APPAREL	3,000	4,500	4,468.80	1,975.75	.00	31.20	99.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
535600 WEARING APPAREL-FIRE	3,000	3,000	2,871.00	.00	.00	129.00	95.7%
544000 HORT./LANDSCAPING SPLY.	500	500	387.58	.00	.00	112.42	77.5%
545000 HAND TOOLS	1,500	1,385	.00	.00	.00	1,385.00	.0%
5460HS MINOR EQUIP HOMELAND SECURITY	5,431	5,431	.00	.00	.00	5,431.00	.0%
5460PO MINOR EQUIPMENT-POLICE	5,120	5,235	5,233.79	.00	.00	1.21	100.0%
5460RR MINOR EQUIP REGIONAL RESPONSE	7,500	7,500	.00	.00	.00	7,500.00	.0%
5462FR MINOR EQUIPMENT-FIRE	5,000	5,000	1,052.99	.00	3,423.00	524.01	89.5%
546500 SWIFT WATER RESCUE SUP	5,000	5,000	1,275.01	1,275.01	.00	3,724.99	25.5%
546600 HAZ.MAT SUPPLIES	8,000	8,000	2,333.00	908.00	1,891.70	3,775.30	52.8%
559000 OTHER OPERATING MATL/SPLY	10,000	10,000	8,517.37	.00	506.71	975.92	90.2%
559100 OTHER OPER.MATLS-FULL R	5,000	5,000	623.76	.00	3,411.54	964.70	80.7%
560000 BUILDING MATERIALS & SPLY	6,000	6,000	792.04	.00	186.25	5,021.71	16.3%
560500 ELECTRICAL SUPPLIES	800	800	.00	.00	.00	800.00	.0%
561000 PLUMBING SUPPLIES	2,000	2,000	161.80	.00	.00	1,838.20	8.1%
565000 PAINT AND PAINTING SPLY.	50	50	.00	.00	.00	50.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	1,200	1,200	486.19	.00	.00	713.81	40.5%
599000 OTHER REPAIR/MAINT. SPL.	2,500	2,500	2,380.15	.00	.00	119.85	95.2%
607000 POSTAGE	100	100	.00	.00	.00	100.00	.0%
6110FR MINOR EQUIPMENT-FIRE	7,500	7,500	5,287.05	2,481.05	875.00	1,337.95	82.2%
6110PO TRAVEL-POLICE	8,000	8,000	.00	.00	.00	8,000.00	.0%
612000 FREIGHT	700	1,200	900.19	.00	.00	299.81	75.0%
615000 ADVERTISING	5,000	4,500	.00	.00	.00	4,500.00	.0%
630000 GAS	3,700	3,700	3,512.30	184.12	.00	187.70	94.9%
630500 ELECTRICITY	16,000	16,000	11,955.23	1,996.85	.00	4,044.77	74.7%
635000 BUILDING R&M	5,000	5,000	.00	.00	1,269.83	3,730.17	25.4%
635100 DISASTER REPAIRS	45	45	.00	.00	.00	45.00	.0%
638200 MINOR EQUIPMENT R&M	1,500	1,500	787.71	698.71	.00	712.29	52.5%
638400 MOTOR VEHICLE EQ. R&M	500	500	.00	.00	.00	500.00	.0%
639400 DISINFECT./EXTERMINATION	1,300	1,300	350.00	100.00	.00	950.00	26.9%
639900 OTHER REPAIRS AND MAINT.	1,500	1,500	115.44	.00	.00	1,384.56	7.7%
644900 OTHER RENT	4,000	4,000	1,143.52	.00	.00	2,856.48	28.6%
684000 DUES AND MEMBERSHIPS	650	650	.00	.00	95.00	555.00	14.6%
6845FR REGISTRATION-FIRE	15,000	15,000	6,911.00	2,665.00	1,060.00	7,029.00	53.1%
6845PO REGISTRATION-POLICE	15,000	15,000	6,895.00	3,495.00	.00	8,105.00	46.0%
742000 PICK UP TRUCKS	0	46,000	46,000.00	.00	.00	.00	100.0%
TOTAL JOINT P&F TRNG.	240,197	286,297	159,829.94	19,885.81	16,441.02	110,026.04	61.6%
001160 FIRE DIVISION							
400000 REGULAR WAGES	6,124,750	6,124,750	4,761,209.18	431,045.99	.00	1,363,540.82	77.7%
430000 OVERTIME	590,000	590,000	578,985.08	59,119.17	.00	11,014.92	98.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
460000 STATE RETIREMENT	1,168,400	1,168,400	908,822.11	85,044.50	.00	259,577.89	77.8%
470000 F.I.C.A. TAXES	513,700	513,700	390,205.84	35,708.18	.00	123,494.16	76.0%
480000 HOSPITALIZATION INS.	1,125,600	1,125,600	769,654.04	78,000.00	.00	355,945.96	68.4%
490000 UNEMPLOYMENT BENEFITS	6,000	6,000	.00	.00	.00	6,000.00	.0%
491000 WORKMAN'S COMPENSATION	199,400	199,400	.00	.00	.00	199,400.00	.0%
500300 PAPER	500	500	99.98	.00	.00	400.02	20.0%
500500 PRINTED FORMS	400	400	.00	.00	.00	400.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	4,400	4,400	1,998.22	565.38	207.16	2,194.62	50.1%
502000 MINOR OFFICE EQUIP/FURN.	3,500	3,500	.00	.00	.00	3,500.00	.0%
507000 BOOKS	1,800	1,800	.00	.00	.00	1,800.00	.0%
508000 COMPUTER SUPPLIES	900	900	29.08	.00	.00	870.92	3.2%
510000 CLEANING/JANITORIAL SPLY	13,000	12,000	10,940.89	1,013.42	.00	1,059.11	91.2%
511000 HOUSEHOLD SUPPLIES	2,500	2,500	844.08	.00	781.41	874.51	65.0%
511100 SUPPLIES - COVID 19	5,650	1,750	.00	.00	.00	1,750.00	.0%
511500 FOOD	400	400	.00	.00	.00	400.00	.0%
512000 MEDICAL SUPPLIES	5,000	4,500	4,450.28	.00	.00	49.72	98.9%
525000 GAS AND OIL	30,000	30,000	25,732.55	1,992.37	.00	4,267.45	85.8%
525500 LUBRICANTS	1,500	1,500	73.63	.00	.00	1,426.37	4.9%
525700 DIESEL FUEL	60,000	60,000	54,192.68	5,107.71	.00	5,807.32	90.3%
526000 OTHER FUEL	900	900	.00	.00	1.60	898.40	.2%
535000 UNIFORMS, BADGES, ETC.	43,200	38,980	24,271.42	1,355.60	7,095.12	7,613.46	80.5%
535500 WEARING APPAREL	20,000	20,000	17,647.94	.00	.00	2,352.06	88.2%
545000 HAND TOOLS	1,450	1,450	1,030.86	19.24	.00	419.14	71.1%
546000 MINOR EQUIPMENT	8,000	9,000	8,544.66	74.94	236.08	219.26	97.6%
546200 MINOR FIRE FIGHTING EQUIP.	10,000	15,280	5,028.26	.00	10,248.32	3.42	100.0%
547000 FIRE HOSE	5,000	1,500	.00	.00	.00	1,500.00	.0%
553500 SFTY/FIRE P/MATL CONTRIB.	5,110	6,550	4,442.50	.00	1,404.80	702.70	89.3%
559000 OTHER OPERATING MATL/SPLY	1,690	1,690	1,212.33	.00	417.80	59.87	96.5%
560000 BUILDING MATERIALS & SPLY	8,000	13,000	12,970.97	47.98	.00	29.03	99.8%
560500 ELECTRICAL SUPPLIES	2,500	2,500	2,429.83	.00	51.70	18.47	99.3%
561000 PLUMBING SUPPLIES	500	500	425.10	.00	.00	74.90	85.0%
565000 PAINT AND PAINTING SPLY.	2,600	3,000	2,959.40	.00	.00	40.60	98.6%
570000 MTR VEHICLE REP. PTS/SPL	64,000	64,000	59,060.22	4,251.69	4,875.00	64.78	99.9%
575000 COMMUNICATION REPAIR PTS	2,200	2,200	960.00	.00	.00	1,240.00	43.6%
575600 SCBA REPAIR PTS/SPL	5,000	5,000	365.62	.00	.00	4,634.38	7.3%
599000 OTHER REPAIR/MAINT. SPL.	4,500	4,500	3,002.87	499.39	1,496.72	.41	100.0%
602700 MEDICAL	15,000	15,000	2,246.91	.00	.00	12,753.09	15.0%
604900 OTHER PROFESSIONAL SERV.	15,400	15,400	15,489.25	1,304.00	.00	-89.25	100.6%
606000 TELEPHONE AND TELEGRAPH	14,000	15,000	14,915.25	1,591.38	.00	84.75	99.4%
606900 NETWORK WIRELESS	4,400	3,200	90.00	.00	.00	3,110.00	2.8%
611000 TRAVEL EXPENSE	8,000	8,550	6,353.53	1,168.89	2,150.00	46.47	99.5%
612000 FREIGHT	4,300	3,550	2,286.26	148.31	259.16	1,004.58	71.7%
615000 ADVERTISING	5,000	4,000	.00	.00	.00	4,000.00	.0%
620000 PRINTING	1,500	1,500	.00	.00	.00	1,500.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
627000 SURETY AND FORGERY BONDS	125	125	.00	.00	.00	125.00	.0%
630000 GAS	25,000	25,000	23,921.58	466.98	.00	1,078.42	95.7%
630500 ELECTRICITY	70,000	70,000	67,204.35	8,178.80	.00	2,795.65	96.0%
631500 WATER	600	600	695.42	88.32	.00	-95.42	115.9%
635000 BUILDING R&M	48,000	49,200	40,114.10	4,350.00	8,928.74	157.16	99.7%
635500 ELECTRICAL R&M	200	200	.00	.00	.00	200.00	.0%
635700 PLUMBING EQUIPMENT R&M	5,000	5,000	1,886.00	.00	.00	3,114.00	37.7%
636500 OFFICE EQUIPMENT R&M	3,000	3,000	.00	.00	.00	3,000.00	.0%
637000 HOUSEHOLD EQUIPMENT R&M	3,500	3,500	2,556.36	.00	.00	943.64	73.0%
638000 FIXED EQUIPMENT R&M	6,025	6,025	5,948.21	286.76	.00	76.79	98.7%
638200 MINOR EQUIPMENT R&M	3,000	3,000	2,396.76	.00	160.00	443.24	85.2%
638400 MOTOR VEHICLE EQ. R&M	50,000	50,000	49,983.07	202.11	.00	16.93	100.0%
638700 AGRICULTURAL EQ. R&M	500	500	325.33	.00	.00	174.67	65.1%
638900 SCBA EQUIP. R&M	10,550	10,550	7,312.58	.00	.00	3,237.42	69.3%
639000 COMMUNICATION EQ. R&M	10,000	10,000	3,156.11	.00	5,360.00	1,483.89	85.2%
639400 DISINFECT./EXTERMINATION	2,000	2,000	1,479.00	338.00	.00	521.00	74.0%
639800 TOW IN CHARGES	3,000	3,000	2,100.00	.00	450.00	450.00	85.0%
639900 OTHER REPAIRS AND MAINT.	1,000	1,000	208.19	.00	620.00	171.81	82.8%
641000 OFFICE EQUIPMENT RENT	5,000	5,000	2,316.37	.00	.00	2,683.63	46.3%
642000 MACHINERY RENT	100	100	.00	.00	77.58	22.42	77.6%
642500 CYLINDER RENT	4,000	4,000	1,447.86	211.42	.00	2,552.14	36.2%
643500 MOP-MAT-RAG RENT	1,000	1,000	448.30	59.21	.00	551.70	44.8%
684000 DUES AND MEMBERSHIPS	1,330	1,330	353.00	.00	300.00	677.00	49.1%
684500 REGISTRATION FEE/TUITION	2,590	2,790	2,652.50	.00	100.00	37.50	98.7%
684700 CONTINUING EDUCATION	15,000	15,000	7,439.90	1,084.46	150.00	7,410.10	50.6%
685000 LAUNDRY	100	100	.00	.00	.00	100.00	.0%
699900 SERVICES NOT SPECIFIED	500	500	95.00	.00	270.00	135.00	73.0%
729500 OTHER IMPROVEMENTS	0	125,000	3,000.00	.00	.00	122,000.00	2.4%
TOTAL FIRE DIVISION	10,380,770	10,505,770	7,920,010.81	723,414.20	45,641.19	2,540,118.00	75.8%

001180 LAND DEVEL.ADM.

400000 REGULAR WAGES	473,740	475,300	338,747.36	34,197.42	.00	136,552.64	71.3%
430000 OVERTIME	0	0	179.57	46.88	.00	-179.57	100.0%
460000 STATE RETIREMENT	82,440	82,720	58,973.38	5,958.54	.00	23,746.62	71.3%
470000 F.I.C.A. TAXES	36,250	36,370	24,651.73	2,490.24	.00	11,718.27	67.8%
480000 HOSPITALIZATION INS.	109,200	109,200	72,009.09	7,200.00	.00	37,190.91	65.9%
490000 UNEMPLOYMENT BENEFITS	5,000	5,000	.00	.00	.00	5,000.00	.0%
491000 WORKMAN'S COMPENSATION	14,200	14,200	.00	.00	.00	14,200.00	.0%
500300 PAPER	1,575	1,825	1,751.61	.00	.00	73.39	96.0%
500500 PRINTED FORMS	270	270	254.82	254.82	.00	15.18	94.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
501000 OTHER EXPENDABLE OFF.SPL	2,300	2,500	2,433.89	.00	.00	66.11	97.4%
502000 MINOR OFFICE EQUIP/FURN.	2,000	2,000	1,917.63	.00	.00	82.37	95.9%
505000 SUBSCRIPTIONS,MAGS,MAPS	900	900	455.40	.00	.00	444.60	50.6%
507000 BOOKS	900	900	190.00	.00	.00	710.00	21.1%
508000 COMPUTER SUPPLIES	450	0	.00	.00	.00	.00	.0%
511100 SUPPLIES - COVID 19	200	200	132.86	.00	.00	67.14	66.4%
525000 GAS AND OIL	11,500	11,500	11,291.62	1,149.42	.00	208.38	98.2%
535500 WEARING APPAREL	3,000	3,000	1,905.19	.00	.00	1,094.81	63.5%
546000 MINOR EQUIPMENT	660	660	524.52	.00	.00	135.48	79.5%
570000 MTR VEHICLE REP. PTS/SPL	8,000	8,000	3,888.67	779.55	444.00	3,667.33	54.2%
601300 DEMOLITION	80,000	105,000	57,432.04	6,356.62	.00	47,567.96	54.7%
601400 ASBESTOS REMOVAL	3,000	0	.00	.00	.00	.00	.0%
601600 TITLE OPINIONS	9,600	7,300	7,000.00	1,000.00	.00	300.00	95.9%
601800 LOT CLEARING	70,000	120,000	107,589.83	1,381.58	.00	12,410.17	89.7%
602300 ABSTRACTING & RECORDING	4,000	4,000	2,587.00	.00	.00	1,413.00	64.7%
604900 OTHER PROFESSIONAL SERV.	9,000	9,000	7,081.59	.00	1,198.00	720.41	92.0%
606000 TELEPHONE AND TELEGRAPH	10,000	10,000	9,185.70	550.38	.00	814.30	91.9%
607000 POSTAGE	600	600	.00	.00	.00	600.00	.0%
611000 TRAVEL EXPENSE	5,000	9,300	5,768.21	3,780.24	2,802.24	729.55	92.2%
615000 ADVERTISING	100	2,100	1,474.40	.00	.00	625.60	70.2%
620000 PRINTING	3,000	2,000	493.16	.00	.00	1,506.84	24.7%
636500 OFFICE EQUIPMENT R&M	450	450	.00	.00	.00	450.00	.0%
638400 MOTOR VEHICLE EQ. R&M	5,000	5,000	3,903.30	319.38	.00	1,096.70	78.1%
639800 TOW IN CHARGES	1,000	1,000	425.00	.00	.00	575.00	42.5%
644900 OTHER RENT	3,600	3,600	2,411.50	.00	.00	1,188.50	67.0%
684000 DUES AND MEMBERSHIPS	3,100	3,100	1,884.21	.00	.00	1,215.79	60.8%
684500 REGISTRATION FEE/TUITION	3,000	3,000	1,700.00	1,050.00	.00	1,300.00	56.7%
732500 OFFICE FURN/EQUIP.	0	2,000	656.05	656.05	.00	1,343.95	32.8%
732700 DATA PROCESSING EQUIP.	0	17,500	17,139.18	26.32	279.92	80.90	99.5%
742000 PICK UP TRUCKS	0	108,000	.00	.00	108,000.00	.00	100.0%
TOTAL LAND DEVEL.ADM.	963,035	1,167,495	746,038.51	67,197.44	112,724.16	308,732.33	73.6%

001190 P/S CONTRAC.SER

430000 OVERTIME	175,000	175,000	131,841.10	7,902.24	.00	43,158.90	75.3%
460000 STATE RETIREMENT	30,450	30,450	22,940.27	1,374.97	.00	7,509.73	75.3%
470000 F.I.C.A. TAXES	13,390	13,390	9,720.96	579.16	.00	3,669.04	72.6%
480000 HOSPITALIZATION INS.	1,500	1,500	11,499.54	720.99	.00	-9,999.54	766.6%
602700 MEDICAL	40,000	40,000	36,662.74	7,917.72	.00	3,337.26	91.7%
681500 JAIL EXPENSE	725,000	725,000	675,225.98	150.00	.00	49,774.02	93.1%
686500 EMERGENCY MGMT.CONTRIB.	155,000	155,000	155,000.00	38,750.00	.00	.00	100.0%

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
699900 SERVICES NOT SPECIFIED	29,459	175,000	.00	.00	.00	175,000.00	.0%
TOTAL P/S CONTRAC.SER	1,169,799	1,315,340	1,042,890.59	57,395.08	.00	272,449.41	79.3%

001191 TRAFFIC MAINT.

400000 REGULAR WAGES	212,320	212,320	149,449.03	14,197.65	.00	62,870.97	70.4%
430000 OVERTIME	8,500	8,500	20,748.74	1,449.39	.00	-12,248.74	244.1%
460000 STATE RETIREMENT	38,430	38,430	29,652.89	2,722.58	.00	8,777.11	77.2%
470000 F.I.C.A. TAXES	16,900	16,900	12,515.55	1,143.79	.00	4,384.45	74.1%
480000 HOSPITALIZATION INS.	42,000	42,000	31,100.00	3,000.00	.00	10,900.00	74.0%
490000 UNEMPLOYMENT BENEFITS	8,300	8,300	.00	.00	.00	8,300.00	.0%
491000 WORKMAN'S COMPENSATION	12,500	12,500	.00	.00	.00	12,500.00	.0%
500300 PAPER	300	300	.00	.00	.00	300.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	1,200	2,800	1,770.67	493.94	527.68	501.65	82.1%
508000 COMPUTER SUPPLIES	600	2,000	1,889.60	.00	.00	110.40	94.5%
510000 CLEANING/JANITORIAL SPLY	200	200	.00	.00	.00	200.00	.0%
511000 HOUSEHOLD SUPPLIES	1,000	1,000	921.60	.00	.00	78.40	92.2%
525000 GAS AND OIL	12,000	12,000	11,865.95	1,401.01	.00	134.05	98.9%
525500 LUBRICANTS	100	100	.00	.00	.00	100.00	.0%
525700 DIESEL FUEL	2,000	2,000	2,649.09	327.97	.00	-649.09	132.5%
535500 WEARING APPAREL	700	800	705.11	.00	.00	94.89	88.1%
545000 HAND TOOLS	1,500	3,800	4,637.81	3,259.28	.00	-837.81	122.0%
546000 MINOR EQUIPMENT	1,000	1,000	140.90	.00	.00	859.10	14.1%
554000 TRAFFIC CONTROL EQ. SPLY.	59,000	52,900	37,694.13	322.85	3,884.90	11,320.97	78.6%
554500 TRAFFIC SIGNS	35,000	21,900	8,495.98	50.00	442.32	12,961.70	40.8%
555000 STREET MARKING SUPPLIES	6,000	6,000	361.42	.00	.00	5,638.58	6.0%
559000 OTHER OPERATING MATL/SPLY	1,900	4,900	2,342.70	560.76	.00	2,557.30	47.8%
560000 BUILDING MATERIALS & SPLY	2,000	2,000	50.00	.00	.00	1,950.00	2.5%
560500 ELECTRICAL SUPPLIES	900	900	393.20	.00	.00	506.80	43.7%
562000 STRUCTURAL STEEL & IRON	950	950	.00	.00	.00	950.00	.0%
565000 PAINT AND PAINTING SPLY.	6,000	6,000	1,273.36	803.56	.00	4,726.64	21.2%
570000 MTR VEHICLE REP. PTS/SPL	11,000	21,800	20,735.34	2,245.53	461.68	602.98	97.2%
575000 COMMUNICATION REPAIR PTS	1,700	1,700	579.90	.00	.00	1,120.10	34.1%
599000 OTHER REPAIR/MAINT. SPL.	500	500	131.66	.00	.00	368.34	26.3%
606000 TELEPHONE AND TELEGRAPH	1,500	1,500	934.04	202.38	.00	565.96	62.3%
611000 TRAVEL EXPENSE	700	1,100	425.00	.00	.00	675.00	38.6%
612000 FREIGHT	2,000	2,000	.00	.00	.00	2,000.00	.0%
630000 GAS	2,000	2,000	1,864.53	33.37	.00	135.47	93.2%
630500 ELECTRICITY	16,500	16,500	13,284.37	1,722.13	.00	3,215.63	80.5%
636500 OFFICE EQUIPMENT R&M	800	800	.00	.00	.00	800.00	.0%
637500 TRAFFIC CONTROL EQ. R&M	57,000	56,600	5,528.00	.00	.00	51,072.00	9.8%

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
638200 MINOR EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
638400 MOTOR VEHICLE EQ. R&M	10,000	10,000	2,867.76	.00	.00	7,132.24	28.7%
639000 COMMUNICATION EQ. R&M	600	600	.00	.00	.00	600.00	.0%
639400 DISINFECT./EXTERMINATION	700	700	180.00	45.00	.00	520.00	25.7%
639800 TOW IN CHARGES	600	600	.00	.00	.00	600.00	.0%
639900 OTHER REPAIRS AND MAINT.	1,500	1,500	.00	.00	.00	1,500.00	.0%
642500 CYLINDER RENT	350	350	.00	.00	.00	350.00	.0%
643000 UNIFORM RENT	2,000	2,000	1,234.42	108.92	.00	765.58	61.7%
643500 MOP-MAT-RAG RENT	800	800	338.90	33.20	.00	461.10	42.4%
644900 OTHER RENT	200	200	.00	.00	.00	200.00	.0%
684000 DUES AND MEMBERSHIPS	200	200	.00	.00	.00	200.00	.0%
684500 REGISTRATION FEE/TUITION	2,400	2,400	450.00	.00	.00	1,950.00	18.8%
687000 CUSTODIAL SERVICE	7,000	7,000	3,844.00	.00	2,544.00	612.00	91.3%
699900 SERVICES NOT SPECIFIED	900	900	.00	.00	.00	900.00	.0%
736000 TRAFFIC CONTROL EQUIP.	0	7,900	.00	.00	.00	7,900.00	.0%
742000 PICK UP TRUCKS	0	64,100	28,935.00	28,935.00	36,522.00	-1,357.00	102.1%
TOTAL TRAFFIC MAINT.	592,750	664,750	399,990.65	63,058.31	44,382.58	220,376.77	66.8%

001201 STREET DIV.

400000 REGULAR WAGES	666,000	666,000	479,379.45	36,625.85	.00	186,620.55	72.0%
430000 OVERTIME	15,000	15,000	7,789.42	838.20	.00	7,210.58	51.9%
460000 STATE RETIREMENT	118,500	118,500	84,878.03	6,528.37	.00	33,621.97	71.6%
470000 F.I.C.A. TAXES	52,100	52,100	36,320.20	2,773.08	.00	15,779.80	69.7%
480000 HOSPITALIZATION INS.	151,200	151,200	96,400.00	7,200.00	.00	54,800.00	63.8%
490000 UNEMPLOYMENT BENEFITS	9,000	9,000	.00	.00	.00	9,000.00	.0%
491000 WORKMAN'S COMPENSATION	66,000	66,000	.00	.00	.00	66,000.00	.0%
500300 PAPER	400	400	240.73	.00	.00	159.27	60.2%
501000 OTHER EXPENDABLE OFF.SPL	600	1,600	1,208.78	.00	.00	391.22	75.5%
502000 MINOR OFFICE EQUIP/FURN.	2,500	1,500	.00	.00	403.57	1,096.43	26.9%
510000 CLEANING/JANITORIAL SPLY	3,000	3,000	2,937.80	.00	.00	62.20	97.9%
511000 HOUSEHOLD SUPPLIES	1,000	2,000	1,982.40	.00	.00	17.60	99.1%
513000 CHEMICALS	6,000	6,000	5,363.40	2,406.25	.00	636.60	89.4%
525000 GAS AND OIL	35,000	35,000	19,699.21	1,366.30	.00	15,300.79	56.3%
525500 LUBRICANTS	2,500	1,500	.00	.00	.00	1,500.00	.0%
525700 DIESEL FUEL	40,000	40,000	8,801.50	198.05	.00	31,198.50	22.0%
535500 WEARING APPAREL	3,800	3,800	1,595.72	.00	.00	2,204.28	42.0%
540000 ASPHALT & ASPHALT PROD.	45,000	46,000	42,808.78	975.00	.00	3,191.22	93.1%
540500 CONCRETE, CEMENT, ETC.	20,000	18,000	11,873.33	4,851.83	1,275.67	4,851.00	73.1%
541000 BRICK,STONE,MORTAR,ETC.	20,000	22,000	16,192.69	.00	3,234.57	2,572.74	88.3%
541500 SAND,CLAY,GRVL,FILL DIRT	9,000	9,000	1,500.00	.00	3,600.00	3,900.00	56.7%

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
542000 DRAINAGE PIPE & CULVERTS	8,000	13,000	9,393.50	2,270.50	.00	3,606.50	72.3%
544000 HORT./LANDSCAPING SPLY.	1,000	1,000	.00	.00	.00	1,000.00	.0%
545000 HAND TOOLS	3,500	2,500	.00	.00	.00	2,500.00	.0%
546000 MINOR EQUIPMENT	5,500	5,500	2,757.02	.00	.00	2,742.98	50.1%
555000 STREET MARKING SUPPLIES	2,500	2,500	515.40	.00	.00	1,984.60	20.6%
559000 OTHER OPERATING MATL/SPLY	20,000	20,000	14,050.32	238.27	489.67	5,460.01	72.7%
560000 BUILDING MATERIALS & SPLY	4,000	4,000	2,696.04	.00	.00	1,303.96	67.4%
560500 ELECTRICAL SUPPLIES	1,800	1,800	145.31	.00	.00	1,654.69	8.1%
561000 PLUMBING SUPPLIES	400	400	25.65	.00	129.95	244.40	38.9%
562000 STRUCTURAL STEEL & IRON	3,000	3,000	.00	.00	.00	3,000.00	.0%
565000 PAINT AND PAINTING SPLY.	1,200	1,200	.00	.00	.00	1,200.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	85,000	80,000	53,037.64	4,397.85	296.79	26,665.57	66.7%
575000 COMMUNICATION REPAIR PTS	1,000	1,000	.00	.00	.00	1,000.00	.0%
575500 AGRICLTRL REPAIR PTS/SPL	15,000	15,000	7,239.49	1,898.89	2,566.22	5,194.29	65.4%
604900 OTHER PROFESSIONAL SERV.	179,000	295,000	205,266.71	48,925.00	39,515.00	50,218.29	83.0%
611000 TRAVEL EXPENSE	2,000	2,000	652.00	.00	.00	1,348.00	32.6%
612000 FREIGHT	3,000	3,300	3,079.37	.00	150.00	70.63	97.9%
636099 LONG RANGE PAVING PLAN	873,200	1,257,555	636,463.79	120,048.80	12,475.00	608,616.21	51.6%
638200 MINOR EQUIPMENT R&M	1,500	1,500	131.09	.00	.00	1,368.91	8.7%
638400 MOTOR VEHICLE EQ. R&M	30,000	45,000	33,707.24	.00	175.00	11,117.76	75.3%
638700 AGRICULTURAL EQ. R&M	20,000	22,000	19,709.63	3,386.13	.00	2,290.37	89.6%
639800 TOW IN CHARGES	1,500	1,500	1,475.00	.00	.00	25.00	98.3%
639900 OTHER REPAIRS AND MAINT.	8,000	6,000	3,589.05	523.77	425.00	1,985.95	66.9%
642000 MACHINERY RENT	5,000	2,700	.00	.00	.00	2,700.00	.0%
643000 UNIFORM RENT	15,000	15,000	14,922.24	1,304.96	.00	77.76	99.5%
684000 DUES AND MEMBERSHIPS	600	600	290.00	.00	.00	310.00	48.3%
684500 REGISTRATION FEE/TUITION	2,000	2,000	535.00	.00	.00	1,465.00	26.8%
699900 SERVICES NOT SPECIFIED	6,000	3,000	.00	.00	.00	3,000.00	.0%
739900 OTHER EQUIPMENT	0	70,000	.00	.00	.00	70,000.00	.0%
743000 HEAVY TRUCKS	0	175,000	.00	.00	175,000.00	.00	100.0%
TOTAL STREET DIV.	2,565,300	3,320,655	1,828,652.93	246,757.10	239,736.44	1,252,265.63	62.3%

001202 STREET LIGHTS

630500 ELECTRICITY	1,355,000	1,355,000	1,165,001.93	118,707.36	.00	189,998.07	86.0%
TOTAL STREET LIGHTS	1,355,000	1,355,000	1,165,001.93	118,707.36	.00	189,998.07	86.0%

001203 ENGR/PUBLIC SER

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000 REGULAR WAGES	435,350	440,830	318,956.43	34,058.69	.00	121,873.57	72.4%
430000 OVERTIME	800	800	603.83	23.83	.00	196.17	75.5%
460000 STATE RETIREMENT	75,900	76,855	55,612.97	5,930.35	.00	21,242.03	72.4%
470000 F.I.C.A. TAXES	33,400	33,825	23,516.07	2,515.01	.00	10,308.93	69.5%
480000 HOSPITALIZATION INS.	67,200	67,200	38,000.00	3,600.00	.00	29,200.00	56.5%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	8,370	8,370	.00	.00	.00	8,370.00	.0%
500300 PAPER	500	950	27.50	27.50	780.28	142.22	85.0%
501000 OTHER EXPENDABLE OFF.SPL	2,700	3,200	2,825.97	122.18	226.21	147.82	95.4%
502000 MINOR OFFICE EQUIP/FURN.	1,000	700	304.18	.00	.00	395.82	43.5%
505000 SUBSCRIPTIONS,MAGS,MAPS	450	300	256.67	.00	.00	43.33	85.6%
508000 COMPUTER SUPPLIES	5,000	4,500	2,696.33	69.95	.00	1,803.67	59.9%
511500 FOOD	100	100	.00	.00	.00	100.00	.0%
525000 GAS AND OIL	2,200	2,450	2,346.70	324.87	.00	103.30	95.8%
535500 WEARING APPAREL	250	250	.00	.00	250.00	.00	100.0%
546000 MINOR EQUIPMENT	250	250	46.00	.00	.00	204.00	18.4%
559000 OTHER OPERATING MATL/SPLY	200	200	.00	.00	.00	200.00	.0%
560000 BUILDING MATERIALS & SPLY	300	600	554.61	.00	9.95	35.44	94.1%
560500 ELECTRICAL SUPPLIES	100	100	.00	.00	.00	100.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	1,000	450	261.60	167.20	.00	188.40	58.1%
575000 COMMUNICATION REPAIR PTS	100	100	.00	.00	.00	100.00	.0%
599000 OTHER REPAIR/MAINT. SPL.	100	100	.00	.00	.00	100.00	.0%
601500 ENGINEERING	186,672	196,273	190,453.56	9,166.66	5,822.85	-3.00	100.0%
602000 CONSULTANT SERV/SURVEYS	10,450	7,150	.00	.00	1,500.00	5,650.00	21.0%
602300 ABSTRACTING & RECORDING	500	500	28.00	.00	.00	472.00	5.6%
604900 OTHER PROFESSIONAL SERV.	86,500	88,550	76,803.16	2,893.80	256.00	11,490.84	87.0%
606000 TELEPHONE AND TELEGRAPH	3,300	3,300	2,369.61	283.91	.00	930.39	71.8%
607000 POSTAGE	1,250	1,150	249.98	.00	.00	900.02	21.7%
611000 TRAVEL EXPENSE	1,900	4,700	4,606.30	756.00	.00	93.70	98.0%
613000 MESSENGER/EXPRESS SERV.	400	500	483.97	6.66	.00	16.03	96.8%
615000 ADVERTISING	700	700	.00	.00	.00	700.00	.0%
620000 PRINTING	300	300	.00	.00	.00	300.00	.0%
630000 GAS	1,500	1,500	1,299.44	25.94	.00	200.56	86.6%
630500 ELECTRICITY	6,000	6,000	5,311.05	889.90	.00	688.95	88.5%
635000 BUILDING R&M	1,400	1,400	915.13	.00	.00	484.87	65.4%
638200 MINOR EQUIPMENT R&M	1,000	800	.00	.00	.00	800.00	.0%
638400 MOTOR VEHICLE EQ. R&M	1,000	1,200	883.32	.00	236.35	80.33	93.3%
639400 DISINFECT./EXTERMINATION	750	750	220.00	55.00	.00	530.00	29.3%
641000 OFFICE EQUIPMENT RENT	4,000	4,000	3,985.72	1,014.50	.00	14.28	99.6%
684000 DUES AND MEMBERSHIPS	400	400	.00	.00	.00	400.00	.0%
684500 REGISTRATION FEE/TUITION	2,450	2,450	1,510.00	.00	.00	940.00	61.6%
687000 CUSTODIAL SERVICE	5,940	6,790	4,244.00	.00	2,544.00	2.00	100.0%
699900 SERVICES NOT SPECIFIED	50,000	37,999	.00	.00	.00	37,998.59	.0%
TOTAL ENGR/PUBLIC SER	1,002,682	1,009,542	739,372.10	61,931.95	11,625.64	258,544.26	74.4%

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001204 SHOP DIVISION							
400000 REGULAR WAGES	313,840	313,840	216,465.45	21,431.58	.00	97,374.55	69.0%
430000 OVERTIME	12,000	12,000	9,827.77	1,693.25	.00	2,172.23	81.9%
460000 STATE RETIREMENT	56,700	56,700	39,481.04	4,033.36	.00	17,218.96	69.6%
470000 F.I.C.A. TAXES	24,950	24,950	16,561.50	1,712.94	.00	8,388.50	66.4%
480000 HOSPITALIZATION INS.	67,200	67,200	46,600.00	3,600.00	.00	20,600.00	69.3%
490000 UNEMPLOYMENT BENEFITS	3,000	3,000	.00	.00	.00	3,000.00	.0%
491000 WORKMAN'S COMPENSATION	9,500	9,500	.00	.00	.00	9,500.00	.0%
502000 MINOR OFFICE EQUIP/FURN.	800	200	.00	.00	.00	200.00	.0%
512000 MEDICAL SUPPLIES	350	850	494.13	.00	134.58	221.29	74.0%
513000 CHEMICALS	5,000	3,000	.00	.00	.00	3,000.00	.0%
525000 GAS AND OIL	2,000	2,000	309.92	.00	.00	1,690.08	15.5%
525500 LUBRICANTS	4,500	6,500	3,352.88	.00	2,497.50	649.62	90.0%
525700 DIESEL FUEL	2,000	2,000	598.15	.00	.00	1,401.85	29.9%
545000 HAND TOOLS	1,000	1,000	116.99	.00	.00	883.01	11.7%
546000 MINOR EQUIPMENT	1,500	1,000	.00	.00	184.62	815.38	18.5%
559000 OTHER OPERATING MATL/SPLY	4,300	3,800	2,643.02	.00	.00	1,156.98	69.6%
560000 BUILDING MATERIALS & SPLY	700	700	118.00	.00	.00	582.00	16.9%
560500 ELECTRICAL SUPPLIES	1,000	1,000	.00	.00	92.52	907.48	9.3%
561000 PLUMBING SUPPLIES	300	300	.00	.00	.00	300.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	3,500	4,600	3,166.67	851.55	39.48	1,393.85	69.7%
575000 COMMUNICATION REPAIR PTS	500	500	.00	.00	.00	500.00	.0%
577000 EXPENDABLE WELDING SPLY.	1,500	1,500	1,023.94	362.69	397.49	78.57	94.8%
599000 OTHER REPAIR/MAINT. SPL.	1,000	1,000	.00	.00	.00	1,000.00	.0%
612000 FREIGHT	100	100	.00	.00	.00	100.00	.0%
630000 GAS	12,000	12,000	10,779.65	20.00	.00	1,220.35	89.8%
630500 ELECTRICITY	30,000	30,000	20,371.41	1,800.95	.00	9,628.59	67.9%
635500 ELECTRICAL R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
638000 FIXED EQUIPMENT R&M	2,500	1,500	635.76	.00	.00	864.24	42.4%
638200 MINOR EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
638400 MOTOR VEHICLE EQ. R&M	500	1,500	1,059.80	.00	.00	440.20	70.7%
639400 DISINFECT./EXTERMINATION	0	0	998.58	.00	.00	-998.58	100.0%
642500 CYLINDER RENT	5,000	5,000	4,445.80	471.05	.00	554.20	88.9%
643000 UNIFORM RENT	5,000	5,000	3,172.44	354.98	.00	1,827.56	63.4%
TOTAL SHOP DIVISION	573,740	573,740	382,222.90	36,332.35	3,346.19	188,170.91	67.2%

001205 G O & F S DIV.

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
501000 OTHER EXPENDABLE OFF.SPL	800	800	.00	.00	213.50	586.50	26.7%
502000 MINOR OFFICE EQUIP/FURN.	600	600	206.04	.00	.00	393.96	34.3%
507000 BOOKS	220	220	.00	.00	.00	220.00	.0%
510000 CLEANING/JANITORIAL SPLY	600	600	249.95	.00	.00	350.05	41.7%
511000 HOUSEHOLD SUPPLIES	500	500	.00	.00	.00	500.00	.0%
512000 MEDICAL SUPPLIES	300	300	.00	.00	.00	300.00	.0%
525700 DIESEL FUEL	1,000	1,000	.00	.00	.00	1,000.00	.0%
559000 OTHER OPERATING MATL/SPLY	500	500	.00	.00	.00	500.00	.0%
560000 BUILDING MATERIALS & SPLY	500	500	.00	.00	.00	500.00	.0%
561000 PLUMBING SUPPLIES	100	100	.00	.00	.00	100.00	.0%
604900 OTHER PROFESSIONAL SERV.	8,000	7,800	7,635.35	370.00	.00	164.65	97.9%
606000 TELEPHONE AND TELEGRAPH	8,500	8,700	8,040.10	-518.28	.00	659.90	92.4%
630500 ELECTRICITY	500	500	747.50	74.44	.00	-247.50	149.5%
639400 DISINFECT./EXTERMINATION	1,500	1,500	1,274.22	504.22	.00	225.78	84.9%
TOTAL G O & F S DIV.	23,620	23,620	18,153.16	430.38	213.50	5,253.34	77.8%
001206 DRAINAGE DIV.							
525000 GAS AND OIL	5,000	5,000	5,024.56	.00	.00	-24.56	100.5%
525700 DIESEL FUEL	500	500	873.38	601.59	.00	-373.38	174.7%
542000 DRAINAGE PIPE & CULVERTS	3,000	3,000	.00	.00	.00	3,000.00	.0%
604900 OTHER PROFESSIONAL SERV.	15,000	15,000	5,959.25	5,959.25	.00	9,040.75	39.7%
606000 TELEPHONE AND TELEGRAPH	18,000	18,000	11,296.54	455.95	.00	6,703.46	62.8%
636000 STREETS & STRUCTURES R&M	60,000	60,000	26,906.00	4,999.00	.00	33,094.00	44.8%
721501 FACILITIES IMPROVEMENT	150,000	150,000	6,926.91	.00	.00	143,073.09	4.6%
721503 INNSWOOD DRAINAGE	120,000	120,000	.00	.00	.00	120,000.00	.0%
729500 OTHER IMPROVEMENTS	400,000	400,000	286,476.34	9,496.51	10,000.00	103,523.66	74.1%
TOTAL DRAINAGE DIV.	771,500	771,500	343,462.98	21,512.30	10,000.00	418,037.02	45.8%
001207 CONSTRUCTION							
400000 REGULAR WAGES	420,200	420,200	281,786.61	17,983.25	.00	138,413.39	67.1%
430000 OVERTIME	12,000	12,000	6,527.11	380.57	.00	5,472.89	54.4%
460000 STATE RETIREMENT	75,200	75,200	50,166.53	3,195.30	.00	25,033.47	66.7%
470000 F.I.C.A. TAXES	33,070	33,070	20,941.21	1,361.46	.00	12,128.79	63.3%
480000 HOSPITALIZATION INS.	92,400	92,400	59,200.00	3,600.00	.00	33,200.00	64.1%
490000 UNEMPLOYMENT BENEFITS	4,000	4,000	.00	.00	.00	4,000.00	.0%
491000 WORKMAN'S COMPENSATION	42,000	42,000	.00	.00	.00	42,000.00	.0%

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
502000 MINOR OFFICE EQUIP/FURN.	1,000	1,000	999.00	999.00	.00	1.00	99.9%
525000 GAS AND OIL	25,000	25,000	18,268.85	1,613.64	.00	6,731.15	73.1%
525500 LUBRICANTS	400	400	.00	.00	.00	400.00	.0%
525700 DIESEL FUEL	1,300	1,300	741.22	17.04	.00	558.78	57.0%
535500 WEARING APPAREL	1,500	1,500	356.75	.00	.00	1,143.25	23.8%
545000 HAND TOOLS	1,500	1,500	.00	.00	.00	1,500.00	.0%
546000 MINOR EQUIPMENT	4,000	4,000	.00	.00	.00	4,000.00	.0%
559000 OTHER OPERATING MATL/SPLY	7,000	7,000	5,264.58	302.10	192.96	1,542.46	78.0%
560000 BUILDING MATERIALS & SPLY	6,000	6,000	2,506.29	970.50	.00	3,493.71	41.8%
560500 ELECTRICAL SUPPLIES	35,000	35,000	16,291.72	699.14	1,801.79	16,906.49	51.7%
561000 PLUMBING SUPPLIES	2,000	2,000	987.15	.00	.00	1,012.85	49.4%
562000 STRUCTURAL STEEL & IRON	750	750	.00	.00	.00	750.00	.0%
565000 PAINT AND PAINTING SPLY.	4,000	4,000	1,253.89	.00	.00	2,746.11	31.3%
570000 MTR VEHICLE REP. PTS/SPL	8,000	8,000	6,865.41	282.99	199.95	934.64	88.3%
575000 COMMUNICATION REPAIR PTS	2,000	2,000	.00	.00	.00	2,000.00	.0%
575500 AGRICLTRL REPAIR PTS/SPL	500	500	.00	.00	.00	500.00	.0%
599000 OTHER REPAIR/MAINT. SPL.	14,000	14,000	10,806.02	.00	.00	3,193.98	77.2%
599102 REPR/MAINT SPL-DOWNTOWN	8,000	8,000	.00	.00	.00	8,000.00	.0%
604900 OTHER PROFESSIONAL SERV.	1,000	3,000	2,149.63	244.14	.00	850.37	71.7%
606000 TELEPHONE AND TELEGRAPH	1,600	1,600	1,188.12	56.72	.00	411.88	74.3%
612000 FREIGHT	500	500	77.25	.00	.00	422.75	15.5%
630500 ELECTRICITY	5,200	5,200	.00	.00	.00	5,200.00	.0%
638300 GENERATOR R&M	70,000	70,000	31,593.28	.00	.00	38,406.72	45.1%
638400 MOTOR VEHICLE EQ. R&M	10,000	12,000	8,816.53	.00	.00	3,183.47	73.5%
639000 COMMUNICATION EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
639100 DOWNTOWN LIGHTS R&M	50,000	48,000	28,162.74	735.06	.00	19,837.26	58.7%
639400 DISINFECT./EXTERMINATION	500	500	.00	.00	.00	500.00	.0%
639800 TOW IN CHARGES	300	300	65.00	.00	.00	235.00	21.7%
639900 OTHER REPAIRS AND MAINT.	3,000	1,000	.00	.00	.00	1,000.00	.0%
642500 CYLINDER RENT	3,000	3,000	2,202.60	232.81	.00	797.40	73.4%
643000 UNIFORM RENT	3,500	3,500	2,572.68	225.27	.00	927.32	73.5%
644900 OTHER RENT	200	200	.00	.00	.00	200.00	.0%
TOTAL CONSTRUCTION	950,620	950,620	559,790.17	32,898.99	2,194.70	388,635.13	59.1%

001220 SANITATION DIV.

400000 REGULAR WAGES	1,160,100	1,180,900	786,918.20	80,130.98	.00	393,981.80	66.6%
430000 OVERTIME	42,000	42,000	27,402.46	4,793.62	.00	14,597.54	65.2%
460000 STATE RETIREMENT	209,200	212,820	141,653.05	14,776.90	.00	71,166.95	66.6%
470000 F.I.C.A. TAXES	91,970	93,570	60,846.25	6,361.46	.00	32,723.75	65.0%
480000 HOSPITALIZATION INS.	285,600	285,600	164,027.50	13,805.00	.00	121,572.50	57.4%

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
490000 UNEMPLOYMENT BENEFITS	4,000	4,000	.00	.00	.00	4,000.00	.0%
491000 WORKMAN'S COMPENSATION	82,850	82,850	.00	.00	.00	82,850.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	2,500	2,500	2,370.63	.00	.00	129.37	94.8%
502000 MINOR OFFICE EQUIP/FURN.	2,500	0	.00	.00	.00	.00	.0%
510000 CLEANING/JANITORIAL SPLY	1,700	1,700	1,387.12	.00	.00	312.88	81.6%
511000 HOUSEHOLD SUPPLIES	1,400	1,400	1,092.14	.00	.00	307.86	78.0%
513000 CHEMICALS	15,000	15,000	13,333.17	269.22	.00	1,666.83	88.9%
525000 GAS AND OIL	12,000	12,000	11,673.83	1,082.80	.00	326.17	97.3%
525700 DIESEL FUEL	150,000	220,000	209,854.71	21,522.29	.00	10,145.29	95.4%
535500 WEARING APPAREL	1,000	1,000	580.00	.00	.00	420.00	58.0%
545000 HAND TOOLS	1,000	400	304.05	.00	.00	95.95	76.0%
546000 MINOR EQUIPMENT	8,000	4,000	3,914.05	.00	.00	85.95	97.9%
559000 OTHER OPERATING MATL/SPLY	50,000	42,000	39,668.59	378.00	.00	2,331.41	94.4%
559001 OTHER OPERATING SPLY-RECYCLIN	14,000	14,000	9,396.00	2,161.50	811.17	3,792.83	72.9%
559100 OTHER OPER.MATLS-FULL R	8,500	8,500	2,027.82	.00	.00	6,472.18	23.9%
560000 BUILDING MATERIALS & SPLY	1,000	1,000	871.84	.00	.00	128.16	87.2%
560500 ELECTRICAL SUPPLIES	1,000	1,000	38.48	.00	.00	961.52	3.8%
570000 MTR VEHICLE REP. PTS/SPL	120,000	165,100	129,122.91	205.00	7,991.68	27,985.41	83.0%
575000 COMMUNICATION REPAIR PTS	500	500	90.00	.00	.00	410.00	18.0%
604900 OTHER PROFESSIONAL SERV.	8,000	38,500	38,042.38	26,990.18	.00	457.62	98.8%
611000 TRAVEL EXPENSE	2,000	2,000	958.53	756.00	.00	1,041.47	47.9%
612000 FREIGHT	3,700	3,700	2,138.89	313.74	289.88	1,271.23	65.6%
615001 ADVERTISING-RECYCLING	4,000	1,000	633.35	.00	.00	366.65	63.3%
630500 ELECTRICITY	7,000	7,000	5,396.76	961.45	.00	1,603.24	77.1%
638000 FIXED EQUIPMENT R&M	1,000	0	.00	.00	.00	.00	.0%
638200 MINOR EQUIPMENT R&M	3,200	2,700	2,618.89	.00	.00	81.11	97.0%
638400 MOTOR VEHICLE EQ. R&M	150,000	261,200	259,003.82	30,253.46	1,133.30	1,062.88	99.6%
639400 DISINFECT./EXTERMINATION	50	50	3,178.00	.00	.00	-3,128.00	6356.0%
639800 TOW IN CHARGES	5,000	8,000	7,900.00	.00	.00	100.00	98.8%
639900 OTHER REPAIRS AND MAINT.	2,500	800	721.54	.00	.00	78.46	90.2%
643000 UNIFORM RENT	15,000	15,000	13,012.52	1,061.79	.00	1,987.48	86.8%
643500 MOP-MAT-RAG RENT	1,500	1,500	1,496.27	.00	.00	3.73	99.8%
688000 TIPPING FEES	1,000,000	880,000	693,051.83	46,796.52	34,000.00	152,948.17	82.6%
688500 TIPPING/DISPOSAL OTHER	60,000	40,000	4,629.65	.00	9,754.56	25,615.79	36.0%
688600 HAZARDOUS WASTE GRANT EXPENSE	125,000	75,000	.00	.00	.00	75,000.00	.0%
689000 RECYCLING FEES	180,000	220,000	188,181.22	.00	.00	31,818.78	85.5%
699900 SERVICES NOT SPECIFIED	1,000	1,000	199.67	.00	.00	800.33	20.0%
746000 SANITATION TRUCKS	0	1,345,000	.00	.00	.00	1,345,000.00	.0%
TOTAL SANITATION DIV.	3,834,770	5,294,290	2,827,736.12	252,619.91	53,980.59	2,412,573.29	54.4%

001250 HEALTH DIVISION

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000 REGULAR WAGES	926,920	926,920	552,301.31	49,375.25	.00	374,618.69	59.6%
430000 OVERTIME	28,000	28,000	32,433.24	4,546.07	.00	-4,433.24	115.8%
460000 STATE RETIREMENT	166,160	166,160	101,888.88	9,382.29	.00	64,271.12	61.3%
470000 F.I.C.A. TAXES	73,060	73,060	43,707.40	4,020.66	.00	29,352.60	59.8%
480000 HOSPITALIZATION INS.	252,000	252,000	139,425.00	10,805.00	.00	112,575.00	55.3%
490000 UNEMPLOYMENT BENEFITS	6,000	6,000	602.63	.00	.00	5,397.37	10.0%
491000 WORKMAN'S COMPENSATION	24,020	24,020	.00	.00	.00	24,020.00	.0%
513000 CHEMICALS	40,000	40,000	32,415.18	.00	4,800.00	2,784.82	93.0%
525000 GAS AND OIL	32,000	42,000	45,568.93	6,256.04	.00	-3,568.93	108.5%
525700 DIESEL FUEL	12,000	12,000	2,100.94	272.15	.00	9,899.06	17.5%
535500 WEARING APPAREL	500	500	.00	.00	.00	500.00	.0%
545000 HAND TOOLS	500	500	.00	.00	.00	500.00	.0%
546000 MINOR EQUIPMENT	1,000	1,000	.00	.00	.00	1,000.00	.0%
559000 OTHER OPERATING MATL/SPLY	1,000	1,000	.00	.00	.00	1,000.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	9,000	9,000	8,415.66	327.98	553.70	30.64	99.7%
575500 AGRICLTRL REPAIR PTS/SPL	38,000	38,000	32,573.44	838.54	3,719.21	1,707.35	95.5%
612000 FREIGHT	200	200	88.33	.00	.00	111.67	44.2%
638200 MINOR EQUIPMENT R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
638400 MOTOR VEHICLE EQ. R&M	1,500	1,500	1,110.00	.00	.00	390.00	74.0%
638700 AGRICULTURAL EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
639000 COMMUNICATION EQ. R&M	500	500	.00	.00	.00	500.00	.0%
639800 TOW IN CHARGES	200	200	125.00	.00	.00	75.00	62.5%
684500 REGISTRATION FEE/TUITION	1,000	1,000	325.00	.00	.00	675.00	32.5%
733500 AGRICULTURAL EQUIPMENT	0	60,000	57,664.00	.00	.00	2,336.00	96.1%
TOTAL HEALTH DIVISION	1,615,560	1,685,560	1,050,744.94	85,823.98	9,072.91	625,742.15	62.9%

001260 ANIMAL CONTROL

400000 REGULAR WAGES	89,470	89,470	61,627.18	4,921.60	.00	27,842.82	68.9%
430000 OVERTIME	2,500	2,500	12,305.81	1,332.89	.00	-9,805.81	492.2%
460000 STATE RETIREMENT	16,010	16,010	12,864.36	1,088.29	.00	3,145.64	80.4%
470000 F.I.C.A. TAXES	7,040	7,040	5,292.04	443.91	.00	1,747.96	75.2%
480000 HOSPITALIZATION INS.	25,200	25,200	15,519.15	1,200.00	.00	9,680.85	61.6%
490000 UNEMPLOYMENT BENEFITS	2,000	2,000	.00	.00	.00	2,000.00	.0%
491000 WORKMAN'S COMPENSATION	1,300	1,300	.00	.00	.00	1,300.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	500	500	168.50	.00	296.62	34.88	93.0%
502000 MINOR OFFICE EQUIP/FURN.	150	150	.00	.00	.00	150.00	.0%
505000 SUBSCRIPTIONS,MAGS,MAPS	150	150	.00	.00	.00	150.00	.0%
525000 GAS AND OIL	6,000	8,000	6,907.19	553.84	.00	1,092.81	86.3%
535500 WEARING APPAREL	1,500	1,500	953.90	.00	.00	546.10	63.6%
545000 HAND TOOLS	100	100	.00	.00	.00	100.00	.0%

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
546000 MINOR EQUIPMENT	1,000	1,600	1,224.91	18.98	.00	375.09	76.6%
570000 MTR VEHICLE REP. PTS/SPL	1,500	900	.00	.00	.00	900.00	.0%
603000 VETERINARIAN	1,000	1,000	383.52	.00	.00	616.48	38.4%
606000 TELEPHONE AND TELEGRAPH	250	250	.00	.00	.00	250.00	.0%
611000 TRAVEL EXPENSE	950	950	.00	.00	.00	950.00	.0%
620000 PRINTING	200	200	.00	.00	.00	200.00	.0%
638400 MOTOR VEHICLE EQ. R&M	1,400	1,400	242.99	242.99	.00	1,157.01	17.4%
639800 TOW IN CHARGES	100	100	.00	.00	.00	100.00	.0%
684000 DUES AND MEMBERSHIPS	150	150	150.00	.00	.00	.00	100.0%
684500 REGISTRATION FEE/TUITION	1,500	1,500	937.05	.00	.00	562.95	62.5%
699900 SERVICES NOT SPECIFIED	180,000	215,000	181,948.94	.00	.00	33,051.06	84.6%
TOTAL ANIMAL CONTROL	339,970	376,970	300,525.54	9,802.50	296.62	76,147.84	79.8%
001280 HUMAN/SOC.ASST							
625000 FIRE & EXTENDED COVERAGE	0	140,000	139,622.00	139,622.00	.00	378.00	99.7%
682007 DOMESTIC ABUSE FAMILY SHLTR	3,500	3,500	.00	.00	.00	3,500.00	.0%
682022 RAILS TO TRAILS	120,000	120,000	119,000.00	.00	.00	1,000.00	99.2%
682023 CTR FOR CHILD ABUSE PR	5,000	5,000	.00	.00	.00	5,000.00	.0%
682037 H'BURG DOWNTOWN ASSN	50,000	0	.00	.00	.00	.00	.0%
682038 USM CONTRIBUTIONS - VARIOUS	60,000	60,000	60,000.00	.00	.00	.00	100.0%
682041 HBURG PUB SCH/PASSTHR	52,400	102,400	102,400.00	.00	.00	.00	100.0%
682047 R3SM	25,000	0	.00	.00	.00	.00	.0%
682099 UNALLOCATED CONTRIBUTIONS	50,000	35,000	3,593.78	.00	.00	31,406.22	10.3%
TOTAL HUMAN/SOC.ASST	365,900	465,900	424,615.78	139,622.00	.00	41,284.22	91.1%
001402 ECONOMIC DEV.							
604900 OTHER PROFESSIONAL SERV.	0	3,447,400	1,765,158.78	521,273.05	394,348.75	1,287,892.47	62.6%
682001 FCIPC/AREA DEV. PRTRSHIP	0	245,000	245,000.00	61,250.00	.00	.00	100.0%
682037 H'BURG DOWNTOWN ASSN	0	154,000	154,000.00	.00	.00	.00	100.0%
715007 PUBLIC SAFETY COMPLEX	0	46,360	.00	.00	.00	46,360.00	.0%
7150LP LIGHTING PROTECTION SYSTEM	9,998	9,998	.00	.00	.00	9,998.00	.0%
7150MC MECHANICAL SYSTEM CONTROLS	0	18,400	.00	.00	.00	18,400.00	.0%
7150SS SMOKE EVACUATION SYSTEM	5,750	5,750	.00	.00	.00	5,750.00	.0%
729543 RIVER DISTRICT	50,000	50,000	.00	.00	.00	50,000.00	.0%
729551 HWY11 VETERANS BLVD LIGHTING	0	25,265	25,064.14	3,599.50	200.25	.25	100.0%
790100 MISCELANEOUS CAP PROJECTS	0	3,377,735	261,647.51	.00	67,245.00	3,048,842.85	9.7%
TOTAL ECONOMIC DEV.	65,748	7,379,908	2,450,870.43	586,122.55	461,794.00	4,467,243.57	39.5%

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001460 CAPITAL LEASES							
822306 MDB-CHURCH PROJ	22,000	22,000	17,969.30	1,796.93	.00	4,030.70	81.7%
833306 MDB-CHURCH PROJ	3,000	3,000	3,579.17	348.55	.00	-579.17	119.3%
840100 LEASE ISSUES	3,000	3,000	3,000.00	.00	.00	.00	100.0%
851500 BUILDING LEASE	99,000	99,000	99,000.00	.00	.00	.00	100.0%
851600 PUBLIC SAFETY COMPLEX	220,000	220,000	220,000.00	.00	.00	.00	100.0%
851900 ENERGY PERFORMANCE IMPR	440,685	440,685	440,684.28	221,751.52	.00	.72	100.0%
861500 BUILDING LEASE	4,636	4,636	4,636.00	.00	.00	.00	100.0%
861600 PUBLIC SAFETY COMPLEX	185,450	185,450	184,370.52	.00	.00	1,079.48	99.4%
861900 ENERGY PERFORMANCE IMPR	144,622	144,622	144,621.72	70,901.48	.00	.28	100.0%
TOTAL CAPITAL LEASES	1,122,393	1,122,393	1,117,860.99	294,798.48	.00	4,532.01	99.6%
001500 TRANSFERS							
900002 T/T PARKS & RECREATION	2,317,341	2,317,341	2,317,341.00	.00	.00	.00	100.0%
900039 T/T AIRPORT IMPROVEMENT	250,000	250,000	250,000.00	.00	.00	.00	100.0%
900052 T/T 2019 TIF B&I-ELAM ARMS MT	66,407	66,407	66,407.00	.00	.00	.00	100.0%
900073 T/T MASS TRANSIT OPER.	400,000	400,000	400,000.00	.00	.00	.00	100.0%
900077 T/T COMMUNITY CENTERS	850,000	850,000	850,000.00	.00	.00	.00	100.0%
900082 T/T COMMUNITY DEVELOPMENT	36,000	36,000	36,000.00	.00	.00	.00	100.0%
TOTAL TRANSFERS	3,919,748	3,919,748	3,919,748.00	.00	.00	.00	100.0%
001551 AIRPORT DIV.							
525000 GAS AND OIL	5,500	5,500	1,823.61	.00	.00	3,676.39	33.2%
525700 DIESEL FUEL	800	800	811.42	283.15	.00	-11.42	101.4%
559000 OTHER OPERATING MATL/SPLY	2,400	2,400	119.56	.00	.00	2,280.44	5.0%
560000 BUILDING MATERIALS & SPLY	2,250	2,250	.00	.00	.00	2,250.00	.0%
560500 ELECTRICAL SUPPLIES	4,000	4,000	1,408.76	209.24	.00	2,591.24	35.2%
561000 PLUMBING SUPPLIES	700	700	.00	.00	.00	700.00	.0%
565000 PAINT AND PAINTING SPLY.	1,000	1,000	.00	.00	.00	1,000.00	.0%
575500 AGRICLTRL REPAIR PTS/SPL	1,000	1,000	.00	.00	.00	1,000.00	.0%
604900 OTHER PROFESSIONAL SERV.	9,500	9,500	2,471.00	.00	.00	7,029.00	26.0%
630000 GAS	2,500	2,500	421.00	52.69	.00	2,079.00	16.8%
630500 ELECTRICITY	17,000	17,000	14,201.86	1,704.03	.00	2,798.14	83.5%

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
635000 BUILDING R&M	5,500	5,500	.00	.00	.00	5,500.00	.0%
638000 FIXED EQUIPMENT R&M	2,000	2,000	.00	.00	.00	2,000.00	.0%
638700 AGRICULTURAL EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
639400 DISINFECT./EXTERMINATION	800	800	615.00	90.00	.00	185.00	76.9%
639900 OTHER REPAIRS AND MAINT.	1,500	1,500	564.50	.00	.00	935.50	37.6%
644900 OTHER RENT	750	750	.00	.00	.00	750.00	.0%
TOTAL AIRPORT DIV.	58,200	58,200	22,436.71	2,339.11	.00	35,763.29	38.6%
001553 CEMETERY DIV							
400000 REGULAR WAGES	556,950	556,950	334,537.81	29,684.80	.00	222,412.19	60.1%
430000 OVERTIME	31,000	31,000	33,880.58	2,409.13	.00	-2,880.58	109.3%
460000 STATE RETIREMENT	102,350	102,350	64,133.69	5,584.34	.00	38,216.31	62.7%
470000 F.I.C.A. TAXES	45,000	45,000	27,636.61	2,382.92	.00	17,363.39	61.4%
480000 HOSPITALIZATION INS.	134,400	134,400	58,610.00	4,205.00	.00	75,790.00	43.6%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	18,400	18,400	.00	.00	.00	18,400.00	.0%
500300 PAPER	200	200	21.59	.00	.00	178.41	10.8%
500500 PRINTED FORMS	300	600	470.00	.00	.00	130.00	78.3%
501000 OTHER EXPENDABLE OFF.SPL	1,600	1,300	744.01	.00	.00	555.99	57.2%
502000 MINOR OFFICE EQUIP/FURN.	900	2,900	2,398.49	42.55	.00	501.51	82.7%
510000 CLEANING/JANITORIAL SPLY	1,500	1,500	938.83	.00	.00	561.17	62.6%
513000 CHEMICALS	1,500	1,500	450.00	.00	190.00	860.00	42.7%
525000 GAS AND OIL	16,000	17,500	14,679.11	1,565.60	1,097.25	1,723.64	90.2%
525700 DIESEL FUEL	14,000	14,000	11,836.53	1,338.39	.00	2,163.47	84.5%
535500 WEARING APPAREL	2,000	2,000	1,370.10	468.25	.00	629.90	68.5%
540500 CONCRETE, CEMENT, ETC.	400	400	145.65	.00	115.90	138.45	65.4%
541500 SAND,CLAY,GRVL,FILL DIRT	4,000	4,000	3,250.00	.00	.00	750.00	81.3%
544000 HORT./LANDSCAPING SPLY.	5,000	5,000	3,105.76	.00	260.00	1,634.24	67.3%
545000 HAND TOOLS	800	560	153.75	.00	.00	406.25	27.5%
546000 MINOR EQUIPMENT	4,300	4,300	2,746.39	521.46	.00	1,553.61	63.9%
559000 OTHER OPERATING MATL/SPLY	500	840	525.65	.00	240.00	74.35	91.1%
560000 BUILDING MATERIALS & SPLY	800	700	434.48	.00	.00	265.52	62.1%
560500 ELECTRICAL SUPPLIES	500	500	.00	.00	.00	500.00	.0%
561000 PLUMBING SUPPLIES	500	500	11.88	.00	.00	488.12	2.4%
570000 MTR VEHICLE REP. PTS/SPL	16,000	13,500	9,152.08	2,032.19	.00	4,347.92	67.8%
575000 COMMUNICATION REPAIR PTS	100	100	.00	.00	.00	100.00	.0%
575500 AGRICLTRL REPAIR PTS/SPL	10,000	9,000	8,735.44	88.11	.00	264.56	97.1%
599000 OTHER REPAIR/MAINT. SPL.	200	200	.00	.00	.00	200.00	.0%
599500 DISASTER REPAIR SUPPLIES	1,250	1,250	.00	.00	.00	1,250.00	.0%
604900 OTHER PROFESSIONAL SERV.	3,800	4,015	3,893.61	50.27	.00	121.66	97.0%

EXPENSE REPORT

FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
606000 TELEPHONE AND TELEGRAPH	1,800	1,585	1,318.70	259.30	.00	266.03	83.2%
611000 TRAVEL EXPENSE	900	900	417.17	.00	.00	482.83	46.4%
612000 FREIGHT	575	575	283.13	12.37	.00	291.87	49.2%
630000 GAS	1,000	1,000	909.40	22.97	.00	90.60	90.9%
630500 ELECTRICITY	7,126	7,126	5,919.18	783.63	.00	1,206.82	83.1%
635000 BUILDING R&M	1,400	1,400	240.00	240.00	.00	1,160.00	17.1%
636000 STREETS & STRUCTURES R&M	2,000	2,000	.00	.00	.00	2,000.00	.0%
636500 OFFICE EQUIPMENT R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
638000 FIXED EQUIPMENT R&M	3,000	3,000	287.00	.00	.00	2,713.00	9.6%
638400 MOTOR VEHICLE EQ. R&M	19,000	18,000	15,587.35	2,906.05	.00	2,412.65	86.6%
638600 CONSTRUCTION EQUIP R&M	9,500	10,340	9,849.09	.00	.00	490.91	95.3%
638700 AGRICULTURAL EQ. R&M	700	700	97.23	.00	.00	602.77	13.9%
639400 DISINFECT./EXTERMINATION	1,000	1,000	600.00	100.00	.00	400.00	60.0%
639800 TOW IN CHARGES	550	550	375.00	.00	.00	175.00	68.2%
639900 OTHER REPAIRS AND MAINT.	1,500	200	.00	.00	.00	200.00	.0%
642000 MACHINERY RENT	0	1,200	1,061.29	1,061.29	.00	138.71	88.4%
643000 UNIFORM RENT	3,500	3,500	3,088.16	389.17	.00	411.84	88.2%
643500 MOP-MAT-RAG RENT	1,350	1,510	1,473.50	161.60	.00	36.50	97.6%
681800 THEFT LOSS	10	10	.00	.00	.00	10.00	.0%
684000 DUES AND MEMBERSHIPS	240	240	165.00	.00	.00	75.00	68.8%
684500 REGISTRATION FEE/TUITION	350	450	150.00	.00	.00	300.00	33.3%
700000 LAND	5,000	5,000	1,400.00	.00	.00	3,600.00	28.0%
704500 SITE IMPROVEMENT	5,000	5,000	3,200.00	.00	.00	1,800.00	64.0%
721200 FENCES/RAILINGS	10,000	2,000	.00	.00	.00	2,000.00	.0%
723000 STREETS & ROADWAYS	15,000	7,000	4,800.00	.00	.00	2,200.00	68.6%
725000 LANDSCAPING	4,000	3,725	2,550.00	.00	.00	1,175.00	68.5%
732800 SOFTWARE	0	28,500	9,900.00	.00	18,200.00	400.00	98.6%
733500 AGRICULTURAL EQUIPMENT	20,000	10,450	908.99	.00	.00	9,541.01	8.7%
735500 COMMUNICATION EQUIPMENT	1,500	1,775	1,750.00	.00	.00	25.00	98.6%
739900 OTHER EQUIPMENT	0	253,050	253,047.00	253,047.00	.00	3.00	100.0%
TOTAL CEMETERY DIV	1,092,251	1,348,251	903,239.23	309,356.39	20,103.15	424,908.62	68.5%

001560 PARKING OPER.

400000 REGULAR WAGES	67,500	67,500	24,882.38	3,087.00	.00	42,617.62	36.9%
430000 OVERTIME	1,000	1,000	.00	.00	.00	1,000.00	.0%
460000 STATE RETIREMENT	11,920	11,920	.00	.00	.00	11,920.00	.0%
470000 F.I.C.A. TAXES	5,240	5,240	1,903.50	236.16	.00	3,336.50	36.3%
490000 UNEMPLOYMENT BENEFITS	2,500	2,500	.00	.00	.00	2,500.00	.0%
491000 WORKMAN'S COMPENSATION	3,000	3,000	.00	.00	.00	3,000.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	400	400	.00	.00	.00	400.00	.0%

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FOR 2023 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
502000 MINOR OFFICE EQUIP/FURN.	400	400	.00	.00	.00	400.00	.0%
525000 GAS AND OIL	250	250	184.12	.00	.00	65.88	73.6%
565000 PAINT AND PAINTING SPLY.	1,000	1,000	.00	.00	.00	1,000.00	.0%
630500 ELECTRICITY	15,000	15,000	11,550.84	1,124.82	.00	3,449.16	77.0%
635700 PLUMBING EQUIPMENT R&M	100	100	.00	.00	.00	100.00	.0%
636500 OFFICE EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
638000 FIXED EQUIPMENT R&M	7,000	7,000	.00	.00	.00	7,000.00	.0%
638400 MOTOR VEHICLE EQ. R&M	500	500	.00	.00	.00	500.00	.0%
639600 SIGN PAINTING	150	150	.00	.00	.00	150.00	.0%
639900 OTHER REPAIRS AND MAINT.	6,000	6,000	309.01	.00	.00	5,690.99	5.2%
640200 PARKING GARAGE/LOT RENT	25,000	25,000	7,100.70	.00	.00	17,899.30	28.4%
644900 OTHER RENT	100	100	.00	.00	.00	100.00	.0%
TOTAL PARKING OPER.	147,560	147,560	45,930.55	4,447.98	.00	101,629.45	31.1%
TOTAL EXPENSES	58,196,918	72,196,315	47,537,801.75	5,665,341.00	1,562,144.58	23,096,368.67	

002 PARKS & RECREATION FUND

002300 PKS/REC-RECREATION MAINT. DIV.

400000 REGULAR WAGES	1,097,690	1,114,575	836,661.53	87,459.26	.00	277,913.47	75.1%
430000 OVERTIME	40,000	40,000	62,124.48	9,449.93	.00	-22,124.48	155.3%
460000 STATE RETIREMENT	198,020	200,970	152,006.43	15,752.73	.00	48,963.57	75.6%
470000 F.I.C.A. TAXES	87,060	88,360	67,248.91	7,292.99	.00	21,111.09	76.1%
480000 HOSPITALIZATION INS.	277,200	277,200	173,275.00	16,210.00	.00	103,925.00	62.5%
490000 UNEMPLOYMENT BENEFITS	6,000	6,000	.00	.00	.00	6,000.00	.0%
491000 WORKMAN'S COMPENSATION	33,000	33,000	.00	.00	.00	33,000.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	3,300	3,300	2,742.53	521.60	.00	557.47	83.1%
502000 MINOR OFFICE EQUIP/FURN.	2,000	6,700	6,640.42	.00	.00	59.58	99.1%
510000 CLEANING/JANITORIAL SPLY	18,000	21,000	19,359.10	4,072.27	250.00	1,390.90	93.4%
511100 SUPPLIES - COVID 19	3,000	1,500	1,464.29	.00	.00	35.71	97.6%
513000 CHEMICALS	21,000	37,800	36,151.56	2,306.49	-48.00	1,696.44	95.5%
525000 GAS AND OIL	56,000	68,000	79,617.54	10,296.42	.00	-11,617.54	117.1%
525500 LUBRICANTS	6,000	3,000	2,947.55	287.64	.00	52.45	98.3%
525700 DIESEL FUEL	1,000	3,000	4,383.69	800.67	.00	-1,383.69	146.1%
535500 WEARING APPAREL	3,000	6,000	5,944.47	3,722.04	.00	55.53	99.1%
540500 CONCRETE, CEMENT, ETC.	1,000	200	100.16	38.50	.00	99.84	50.1%
541500 SAND,CLAY,GRVL,FILL DIRT	10,000	12,300	9,570.00	335.00	1,200.00	1,530.00	87.6%
544000 HORT./LANDSCAPING SPLY.	42,000	43,700	43,226.21	785.81	443.83	29.96	99.9%
545000 HAND TOOLS	0	1,500	1,457.72	.00	.00	42.28	97.2%
546000 MINOR EQUIPMENT	5,300	3,800	3,682.88	.00	.00	117.12	96.9%

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002	PARKS & RECREATION FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
551000	RECREATIONAL SUPPLIES	35,000	60,000	60,156.06	508.00	671.69	-827.75	101.4%
559000	OTHER OPERATING MATL/SPLY	6,000	6,000	2,908.16	.00	2,877.00	214.84	96.4%
560000	BUILDING MATERIALS & SPLY	19,500	7,200	6,716.80	73.10	395.82	87.38	98.8%
560500	ELECTRICAL SUPPLIES	17,000	15,000	13,516.85	215.78	1,000.00	483.15	96.8%
561000	PLUMBING SUPPLIES	7,000	14,500	12,250.76	3,819.97	1,371.93	877.31	93.9%
562000	STRUCTURAL STEEL & IRON	500	0	.00	.00	.00	.00	.0%
565000	PAINT AND PAINTING SPLY.	24,000	37,100	37,039.21	4,581.59	.00	60.79	99.8%
570000	MTR VEHICLE REP. PTS/SPL	30,000	20,000	18,881.07	1,184.50	.00	1,118.93	94.4%
575000	COMMUNICATION REPAIR PTS	1,700	1,200	155.00	.00	.00	1,045.00	12.9%
575500	AGRICLTRL REPAIR PTS/SPL	30,000	52,500	45,093.30	4,831.18	4,302.52	3,104.18	94.1%
599000	OTHER REPAIR/MAINT. SPL.	1,500	1,500	1,205.76	481.90	240.00	54.24	96.4%
602000	CONSULTANT SERV/SURVEYS	21,904	21,904	10,767.20	10,767.20	3,967.20	7,169.60	67.3%
604900	OTHER PROFESSIONAL SERV.	26,947	24,487	24,316.49	.00	.00	170.51	99.3%
606000	TELEPHONE AND TELEGRAPH	5,000	5,450	5,809.56	406.27	.00	-359.56	106.6%
611000	TRAVEL EXPENSE	450	450	.00	.00	.00	450.00	.0%
612000	FREIGHT	7,778	7,778	5,036.69	795.58	35.00	2,706.31	65.2%
615000	ADVERTISING	750	750	.00	.00	.00	750.00	.0%
630500	ELECTRICITY	13,800	13,800	10,387.17	839.81	.00	3,412.83	75.3%
635000	BUILDING R&M	5,000	3,000	.00	.00	.00	3,000.00	.0%
635500	ELECTRICAL R&M	35,000	30,000	29,535.72	1,912.84	.00	464.28	98.5%
635700	PLUMBING EQUIPMENT R&M	12,000	6,000	5,945.58	.00	.00	54.42	99.1%
636000	STREETS & STRUCTURES R&M	20,000	10,000	.00	.00	.00	10,000.00	.0%
638000	FIXED EQUIPMENT R&M	21,000	13,000	11,580.00	.00	.00	1,420.00	89.1%
638400	MOTOR VEHICLE EQ. R&M	16,000	13,000	9,835.90	360.95	44.95	3,119.15	76.0%
638700	AGRICULTURAL EQ. R&M	18,500	24,500	19,923.76	1,908.27	568.05	4,008.19	83.6%
639000	COMMUNICATION EQ. R&M	1,500	1,500	253.45	.00	116.15	1,130.40	24.6%
639400	DISINFECT./EXTERMINATION	1,800	1,800	567.96	79.00	.00	1,232.04	31.6%
639600	SIGN PAINTING	9,500	7,750	6,638.56	.00	.00	1,111.44	85.7%
639800	TOW IN CHARGES	1,250	3,050	2,295.75	300.00	.00	754.25	75.3%
639900	OTHER REPAIRS AND MAINT.	1,500	1,500	315.34	.00	.00	1,184.66	21.0%
642000	MACHINERY RENT	850	850	114.00	114.00	409.32	326.68	61.6%
643000	UNIFORM RENT	8,000	10,500	10,421.88	.00	.00	78.12	99.3%
644900	OTHER RENT	39,850	64,850	34,033.59	5,331.74	18,788.00	12,028.41	81.5%
684500	REGISTRATION FEE/TUITION	1,800	300	-133.01	.00	.00	433.01	-44.3%
687000	CUSTODIAL SERVICE	4,560	7,020	5,449.00	521.00	1,566.60	4.40	99.9%
699900	SERVICES NOT SPECIFIED	207,240	208,740	179,072.84	14,213.24	19,788.44	9,878.72	95.3%
733500	AGRICULTURAL EQUIPMENT	0	204,000	137,223.19	3,559.00	57,043.95	9,732.86	95.2%
TOTAL PKS/REC-RECREATION MAINT. D		2,564,749	2,872,884	2,215,918.06	216,136.27	115,032.45	541,933.49	81.1%

002315 PKS/REC-REC.ADMIN/COM.REL.

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000 REGULAR WAGES	453,770	508,770	265,633.96	45,238.70	.00	243,136.04	52.2%
430000 OVERTIME	6,000	6,000	8,478.75	3,153.75	.00	-2,478.75	141.3%
460000 STATE RETIREMENT	49,250	58,820	32,270.10	2,586.96	.00	26,549.90	54.9%
470000 F.I.C.A. TAXES	35,180	39,390	20,671.26	3,669.07	.00	18,718.74	52.5%
480000 HOSPITALIZATION INS.	50,400	50,400	25,400.00	2,400.00	.00	25,000.00	50.4%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	16,000	16,000	.00	.00	.00	16,000.00	.0%
500300 PAPER	500	500	.00	.00	.00	500.00	.0%
500500 PRINTED FORMS	350	350	.00	.00	.00	350.00	.0%
501000 OTHER EXPENDABLE OFF.SPL	1,250	2,150	2,118.66	.00	.00	31.34	98.5%
508000 COMPUTER SUPPLIES	1,500	1,500	1,420.62	.00	.00	79.38	94.7%
511500 FOOD	500	500	495.13	473.73	.00	4.87	99.0%
512000 MEDICAL SUPPLIES	200	200	.00	.00	.00	200.00	.0%
513000 CHEMICALS	14,000	14,000	13,467.00	.00	.00	533.00	96.2%
515500 SERVE-SAFE SUPPLIES	200	200	.00	.00	.00	200.00	.0%
525000 GAS AND OIL	2,500	2,500	340.08	.00	.00	2,159.92	13.6%
535500 WEARING APPAREL	900	4,375	1,646.00	350.00	616.00	2,113.00	51.7%
546000 MINOR EQUIPMENT	700	200	110.20	.00	.00	89.80	55.1%
551000 RECREATIONAL SUPPLIES	49,000	79,600	50,149.55	1,132.75	933.00	28,517.45	64.2%
551001 RECREATIONAL SUPP-ARTS CENTER	5,000	4,875	4,107.75	747.90	100.00	667.25	86.3%
560000 BUILDING MATERIALS & SPLY	300	300	220.53	.00	.00	79.47	73.5%
560001 BLDG MATERIALS & SPLY GRANTS	6,660	6,660	393.47	.00	.00	6,266.53	5.9%
565000 PAINT AND PAINTING SPLY.	400	50	.00	.00	.00	50.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	3,000	2,000	2,218.84	495.60	.00	-218.84	110.9%
603200 CONTRACTUAL SERVICES	1,000	1,000	.00	.00	.00	1,000.00	.0%
603400 OFFICIALS	44,000	19,500	17,391.00	2,786.00	.00	2,109.00	89.2%
604900 OTHER PROFESSIONAL SERV.	175,267	226,767	221,779.34	29,397.00	.00	4,987.66	97.8%
604919 OTH PROF SERV-ART CENTER	10,000	10,000	7,120.00	2,350.00	.00	2,880.00	71.2%
604920 OTH PROF SERV-HHS THEATER ASP	15,000	15,000	15,000.00	.00	.00	.00	100.0%
606000 TELEPHONE AND TELEGRAPH	2,000	0	.00	.00	.00	.00	.0%
611000 TRAVEL EXPENSE	4,600	4,600	1,882.33	189.00	.00	2,717.67	40.9%
612000 FREIGHT	500	500	.00	.00	.00	500.00	.0%
613000 MESSENGER/EXPRESS SERV.	500	500	.00	.00	.00	500.00	.0%
615200 ADVERTISING-SPEC. EVENTS	1,000	850	157.03	.00	.00	692.97	18.5%
615400 ADVERTISING-SENIOR FARE	1,500	1,500	.00	.00	.00	1,500.00	.0%
630000 GAS	4,000	4,500	5,401.39	47.43	.00	-901.39	120.0%
630500 ELECTRICITY	175,000	200,000	187,809.59	20,511.37	.00	12,190.41	93.9%
635000 BUILDING R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
638400 MOTOR VEHICLE EQ. R&M	1,000	1,000	274.00	.00	.00	726.00	27.4%
638800 RECREATIONAL EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
639400 DISINFECT./EXTERMINATION	2,000	2,000	1,209.00	269.00	.00	791.00	60.5%
639600 SIGN PAINTING	400	400	.00	.00	.00	400.00	.0%
639800 TOW IN CHARGES	500	500	.00	.00	.00	500.00	.0%
683000 PROP.TAX COLL. FEES .05	7,000	7,000	3,611.91	400.15	.00	3,388.09	51.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
683100 PROP.TAX COLL. FEES.005	8,000	8,000	5,755.99	58.95	.00	2,244.01	71.9%
683200 BANK SERV/TRF FEE	325	250	.00	.00	.00	250.00	.0%
684000 DUES AND MEMBERSHIPS	1,500	1,650	716.03	136.03	.00	933.97	43.4%
684500 REGISTRATION FEE/TUITION	2,000	2,000	1,545.00	.00	.00	455.00	77.3%
699900 SERVICES NOT SPECIFIED	0	75	75.00	.00	.00	.00	100.0%
TOTAL PKS/REC-REC.ADMIN/COM.REL.	1,157,652	1,309,932	898,869.51	116,393.39	1,649.00	409,413.49	68.7%
002341 PKS/REC-KAMPER PARK ZOO DIV.							
630500 ELECTRICITY	0	0	4,195.11	.00	.00	-4,195.11	100.0%
TOTAL PKS/REC-KAMPER PARK ZOO DIV	0	0	4,195.11	.00	.00	-4,195.11	100.0%
TOTAL EXPENSES	3,722,401	4,182,816	3,118,982.68	332,529.66	116,681.45	947,151.87	
004 LIBRARY FUND							
004369 LIBRARY FUND EXPENDITURES							
683000 PROP.TAX COLL. FEES .05	0	0	3,525.46	390.58	.00	-3,525.46	100.0%
683100 PROP.TAX COLL. FEES.005	0	0	5,618.23	57.55	.00	-5,618.23	100.0%
TOTAL LIBRARY FUND EXPENDITURES	0	0	9,143.69	448.13	.00	-9,143.69	100.0%
TOTAL EXPENSES	0	0	9,143.69	448.13	.00	-9,143.69	
005 HATT.MUNICIPAL FIRE PROTECTION							
005160 H.M.F.P.FUND-FIRE DIVISION							
535500 WEARING APPAREL	55,000	55,000	.00	.00	46,111.20	8,888.80	83.8%
546200 MINOR FIRE FIGHTING EQUIP.	5,000	5,000	.00	.00	.00	5,000.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	6,000	6,000	.00	.00	.00	6,000.00	.0%
575000 COMMUNICATION REPAIR PTS	3,500	3,500	.00	.00	.00	3,500.00	.0%
635000 BUILDING R&M	0	6,000	.00	.00	5,628.00	372.00	93.8%
638400 MOTOR VEHICLE EQ. R&M	50,000	44,000	.00	.00	374.98	43,625.02	.9%
684500 REGISTRATION FEE/TUITION	5,000	5,000	.00	.00	.00	5,000.00	.0%

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005	HATT.MUNICIPAL FIRE PROTECTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
710020	FIRE STATIONS	10,000	7,438	4,920.00	.00	.00	2,518.00	66.1%
731500	FIRE FIGHTING	50,000	50,000	.00	.00	.00	50,000.00	.0%
735500	COMMUNICATION EQUIPMENT	15,000	17,562	17,562.00	.00	.00	.00	100.0%
742000	PICK UP TRUCKS	0	93,500	.00	.00	83,046.00	10,454.00	88.8%
743500	FIRE TRUCKS	0	685,000	.00	.00	684,159.55	840.45	99.9%
	TOTAL H.M.F.P.FUND-FIRE DIVISION	199,500	978,000	22,482.00	.00	819,319.73	136,198.27	86.1%
005460 H.M.F.P.FUND-CAPITAL LEASES								
852800	FIRE TRUCKS LEASE-'18	65,958	65,958	43,440.74	5,526.19	.00	22,517.26	65.9%
862800	FIRE TRUCKS LEASE-'18	4,081	4,081	3,251.82	310.38	.00	829.18	79.7%
	TOTAL H.M.F.P.FUND-CAPITAL LEASES	70,039	70,039	46,692.56	5,836.57	.00	23,346.44	66.7%
	TOTAL EXPENSES	269,539	1,048,039	69,174.56	5,836.57	819,319.73	159,544.71	
008 SPECIAL STREET IMPR.FUND								
008201 SPEC.ST.IMPR-STREET DIV.								
636000	STREETS & STRUCTURES R&M	326,800	326,800	.00	.00	.00	326,800.00	.0%
	TOTAL SPEC.ST.IMPR-STREET DIV.	326,800	326,800	.00	.00	.00	326,800.00	.0%
	TOTAL EXPENSES	326,800	326,800	.00	.00	.00	326,800.00	
009 WATER & SEWER OPERATION/MAINT.								
009660 W&S O&M-CUSTOMER ACCT. DIV.								
400000	REGULAR WAGES	567,800	567,800	417,475.13	38,636.80	.00	150,324.87	73.5%
430000	OVERTIME	6,000	6,000	4,986.04	275.73	.00	1,013.96	83.1%
460000	STATE RETIREMENT	99,900	99,900	73,517.88	6,770.78	.00	26,382.12	73.6%
470000	F.I.C.A. TAXES	43,900	43,900	31,469.22	2,890.19	.00	12,430.78	71.7%
480000	HOSPITALIZATION INS.	126,000	126,000	86,400.00	8,400.00	.00	39,600.00	68.6%
490000	UNEMPLOYMENT BENEFITS	1,200	1,200	.00	.00	.00	1,200.00	.0%
491000	WORKMAN'S COMPENSATION	4,120	4,120	.00	.00	.00	4,120.00	.0%

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009	WATER & SEWER OPERATION/MAINT.	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
500300	PAPER	3,000	3,000	1,022.80	840.00	.00	1,977.20	34.1%
501000	OTHER EXPENDABLE OFF.SPL	6,000	6,000	5,927.65	.00	.00	72.35	98.8%
502000	MINOR OFFICE EQUIP/FURN.	26,000	26,000	22,451.11	.00	.00	3,548.89	86.4%
510000	CLEANING/JANITORIAL SPLY	1,500	1,500	1,117.37	.00	.00	382.63	74.5%
525000	GAS AND OIL	18,000	18,000	14,506.35	1,436.78	.00	3,493.65	80.6%
545000	HAND TOOLS	3,000	3,000	2,333.02	185.76	.00	666.98	77.8%
546000	MINOR EQUIPMENT	4,000	4,000	3,471.32	682.07	.00	528.68	86.8%
546700	METER LOCKS	5,000	5,000	.00	.00	.00	5,000.00	.0%
559000	OTHER OPERATING MATL/SPLY	1,500	1,500	849.83	.00	.00	650.17	56.7%
560500	ELECTRICAL SUPPLIES	800	800	.00	.00	.00	800.00	.0%
570000	MTR VEHICLE REP. PTS/SPL	5,000	5,000	3,043.98	1,362.55	172.72	1,783.30	64.3%
599000	OTHER REPAIR/MAINT. SPL.	500	500	46.95	.00	.00	453.05	9.4%
601000	AUDITING AND ACCOUNTING	25,000	25,000	8,000.00	8,000.00	.00	17,000.00	32.0%
604900	OTHER PROFESSIONAL SERV.	295,000	294,300	216,115.78	16,928.09	2,800.00	75,384.22	74.4%
606000	TELEPHONE AND TELEGRAPH	12,000	12,000	4,902.33	-458.03	.00	7,097.67	40.9%
607000	POSTAGE	94,000	94,000	66,597.86	4,869.91	.00	27,402.14	70.8%
612000	FREIGHT	500	500	194.76	.00	.00	305.24	39.0%
620000	PRINTING	30,000	30,000	23,375.28	1,713.19	.00	6,624.72	77.9%
630000	GAS	1,200	1,200	940.10	21.49	.00	259.90	78.3%
630500	ELECTRICITY	6,000	6,000	5,605.81	752.45	.00	394.19	93.4%
635000	BUILDING R&M	2,000	2,000	1,400.11	.00	.00	599.89	70.0%
636500	OFFICE EQUIPMENT R&M	2,500	2,500	.00	.00	.00	2,500.00	.0%
638000	FIXED EQUIPMENT R&M	800	800	.00	.00	.00	800.00	.0%
638400	MOTOR VEHICLE EQ. R&M	11,000	11,000	10,929.10	.00	.00	70.90	99.4%
639000	COMMUNICATION EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
639400	DISINFECT./EXTERMINATION	900	900	645.00	45.00	.00	255.00	71.7%
639900	OTHER REPAIRS AND MAINT.	300	300	191.48	.00	.00	108.52	63.8%
643000	UNIFORM RENT	3,000	3,000	2,223.84	223.67	.00	776.16	74.1%
684500	REGISTRATION FEE/TUITION	1,100	1,100	.00	.00	.00	1,100.00	.0%
687000	CUSTODIAL SERVICE	6,600	7,300	4,744.00	.00	2,544.00	12.00	99.8%
699900	SERVICES NOT SPECIFIED	5,000	5,000	980.72	.00	.00	4,019.28	19.6%
742000	PICK UP TRUCKS	25,000	35,000	34,255.00	.00	.00	745.00	97.9%
	TOTAL W&S O&M-CUSTOMER ACCT. DIV.	1,446,120	1,456,120	1,049,719.82	93,576.43	5,516.72	400,883.46	72.5%

009672 W&S O&M-WATER TRANSMISSION DIV

400000	REGULAR WAGES	670,560	679,170	566,007.94	52,166.26	.00	113,162.06	83.3%
430000	OVERTIME	45,000	45,000	46,362.85	3,999.71	.00	-1,362.85	103.0%
460000	STATE RETIREMENT	124,500	126,000	106,615.27	9,772.89	.00	19,384.73	84.6%
470000	F.I.C.A. TAXES	54,800	55,460	46,309.51	4,224.09	.00	9,150.49	83.5%
480000	HOSPITALIZATION INS.	142,800	142,800	106,400.00	10,200.00	.00	36,400.00	74.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
490000 UNEMPLOYMENT BENEFITS	4,000	4,000	.00	.00	.00	4,000.00	.0%
491000 WORKMAN'S COMPENSATION	16,170	16,170	.00	.00	.00	16,170.00	.0%
525000 GAS AND OIL	45,000	45,000	63,621.36	6,523.68	.00	-18,621.36	141.4%
525700 DIESEL FUEL	4,000	4,000	9,919.80	538.49	.00	-5,919.80	248.0%
535500 WEARING APPAREL	5,000	5,000	1,454.20	.00	.00	3,545.80	29.1%
540000 ASPHALT & ASPHALT PROD.	20,000	20,000	13,904.71	.00	313.36	5,781.93	71.1%
540500 CONCRETE, CEMENT, ETC.	2,000	2,000	.00	.00	.00	2,000.00	.0%
541000 BRICK,STONE,MORTAR,ETC.	1,000	1,000	.00	.00	.00	1,000.00	.0%
541500 SAND,CLAY,GRVL,FILL DIRT	10,000	10,000	3,756.83	.00	1,110.67	5,132.50	48.7%
545000 HAND TOOLS	7,000	7,000	3,789.62	1,411.32	.00	3,210.38	54.1%
546000 MINOR EQUIPMENT	3,000	3,000	2,426.61	.00	.00	573.39	80.9%
548500 METER PARTS	2,000	2,000	.00	.00	.00	2,000.00	.0%
559000 OTHER OPERATING MATL/SPLY	2,000	2,000	1,848.38	.00	.00	151.62	92.4%
561000 PLUMBING SUPPLIES	980,000	640,000	190,043.31	236.76	89,732.89	360,223.80	43.7%
565000 PAINT AND PAINTING SPLY.	1,500	1,500	.00	.00	.00	1,500.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	30,000	30,000	28,063.05	640.41	1,326.31	1,500.00	98.0%
599000 OTHER REPAIR/MAINT. SPL.	8,000	8,000	5,446.95	.00	150.00	2,403.05	70.0%
604900 OTHER PROFESSIONAL SERV.	50,000	100,000	70,966.15	4,069.00	.00	29,033.85	71.0%
636000 STREETS & STRUCTURES R&M	2,100,000	2,150,000	2,147,847.45	2,147.07	.00	2,152.55	99.9%
638400 MOTOR VEHICLE EQ. R&M	15,000	15,000	14,890.87	5.00	91.68	17.45	99.9%
638600 CONSTRUCTION EQUIP R&M	10,000	10,000	4,730.02	.00	.00	5,269.98	47.3%
639800 TOW IN CHARGES	1,000	1,000	605.00	.00	.00	395.00	60.5%
639900 OTHER REPAIRS AND MAINT.	1,800	1,800	375.00	.00	.00	1,425.00	20.8%
642000 MACHINERY RENT	1,500	1,500	.00	.00	.00	1,500.00	.0%
643000 UNIFORM RENT	5,000	5,000	4,769.35	.00	.00	230.65	95.4%
644900 OTHER RENT	3,000	3,000	.00	.00	.00	3,000.00	.0%
739900 OTHER EQUIPMENT	60,000	60,000	58,883.00	.00	.00	1,117.00	98.1%
742000 PICK UP TRUCKS	160,000	160,000	.00	.00	.00	160,000.00	.0%
TOTAL W&S O&M-WATER TRANSMISSION	4,585,630	4,356,400	3,499,037.23	95,934.68	92,724.91	764,637.86	82.4%

009673 W&S O&M-WATER PLANT DIVISION

400000 REGULAR WAGES	379,600	379,600	309,539.17	29,038.07	.00	70,060.83	81.5%
430000 OVERTIME	35,000	35,000	45,367.18	5,203.35	.00	-10,367.18	129.6%
460000 STATE RETIREMENT	72,140	72,140	61,753.72	5,958.01	.00	10,386.28	85.6%
470000 F.I.C.A. TAXES	31,720	31,720	26,723.37	2,576.07	.00	4,996.63	84.2%
480000 HOSPITALIZATION INS.	92,400	92,400	72,400.00	6,600.00	.00	20,000.00	78.4%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	8,490	8,490	.00	.00	.00	8,490.00	.0%
500300 PAPER	300	300	268.20	.00	.00	31.80	89.4%
500500 PRINTED FORMS	2,500	2,500	911.25	.00	545.00	1,043.75	58.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
501000 OTHER EXPENDABLE OFF.SPL	3,000	3,000	2,988.85	.00	.00	11.15	99.6%
502000 MINOR OFFICE EQUIP/FURN.	100	100	.00	.00	.00	100.00	.0%
508000 COMPUTER SUPPLIES	500	500	.00	.00	.00	500.00	.0%
510000 CLEANING/JANITORIAL SPLY	2,500	2,500	54.11	.00	.00	2,445.89	2.2%
512000 MEDICAL SUPPLIES	2,000	2,000	.00	.00	.00	2,000.00	.0%
513000 CHEMICALS	50,000	450,000	340,577.12	76,427.98	45,775.90	63,646.98	85.9%
525000 GAS AND OIL	7,000	7,000	10,098.54	1,350.38	.00	-3,098.54	144.3%
525700 DIESEL FUEL	7,000	7,000	294.44	.00	.00	6,705.56	4.2%
526000 OTHER FUEL	500	500	.00	.00	.00	500.00	.0%
535500 WEARING APPAREL	100	100	47.52	.00	.00	52.48	47.5%
545000 HAND TOOLS	500	500	.00	.00	.00	500.00	.0%
546000 MINOR EQUIPMENT	2,000	2,000	1,323.73	.00	.00	676.27	66.2%
549500 PUMPING EQUIPMENT PARTS	15,000	15,000	2,142.19	.00	.00	12,857.81	14.3%
559000 OTHER OPERATING MATL/SPLY	5,000	5,000	60.55	60.55	4,519.00	420.45	91.6%
560000 BUILDING MATERIALS & SPLY	5,000	5,000	.00	.00	.00	5,000.00	.0%
560500 ELECTRICAL SUPPLIES	7,000	7,000	.00	.00	.00	7,000.00	.0%
561000 PLUMBING SUPPLIES	2,000	2,000	.00	.00	.00	2,000.00	.0%
565000 PAINT AND PAINTING SPLY.	2,000	2,000	.00	.00	.00	2,000.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	10,000	10,000	8,770.05	2,945.40	1,117.70	112.25	98.9%
570500 GENERATOR REP. PTS/SPL	7,000	7,000	.00	.00	.00	7,000.00	.0%
575000 COMMUNICATION REPAIR PTS	3,000	3,000	.00	.00	.00	3,000.00	.0%
599000 OTHER REPAIR/MAINT. SPL.	8,000	8,000	1,746.00	.00	3,245.73	3,008.27	62.4%
604900 OTHER PROFESSIONAL SERV.	485,000	483,940	482,172.75	92,238.14	.00	1,767.25	99.6%
606000 TELEPHONE AND TELEGRAPH	3,000	3,000	.00	.00	.00	3,000.00	.0%
607000 POSTAGE	2,500	2,500	.00	.00	.00	2,500.00	.0%
611000 TRAVEL EXPENSE	2,000	2,000	1,199.70	1,015.70	.00	800.30	60.0%
612000 FREIGHT	1,000	1,000	366.00	.00	157.75	476.25	52.4%
630000 GAS	4,000	4,000	754.67	20.00	.00	3,245.33	18.9%
630500 ELECTRICITY	710,000	710,000	676,735.40	68,731.97	.00	33,264.60	95.3%
635000 BUILDING R&M	80,000	80,000	.00	.00	.00	80,000.00	.0%
635500 ELECTRICAL R&M	35,000	35,000	.00	.00	.00	35,000.00	.0%
635700 PLUMBING EQUIPMENT R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
638200 MINOR EQUIPMENT R&M	4,000	4,000	.00	.00	.00	4,000.00	.0%
638300 GENERATOR R&M	75,000	75,000	14,210.00	8,970.00	.00	60,790.00	18.9%
638400 MOTOR VEHICLE EQ. R&M	5,000	5,000	4,820.28	.00	110.00	69.72	98.6%
638700 AGRICULTURAL EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
639000 COMMUNICATION EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
639400 DISINFECT./EXTERMINATION	1,000	1,000	592.00	148.00	.00	408.00	59.2%
639900 OTHER REPAIRS AND MAINT.	11,000	11,000	1,112.50	1,112.50	6,333.19	3,554.31	67.7%
643000 UNIFORM RENT	3,000	3,000	2,815.64	.00	.00	184.36	93.9%
643500 MOP-MAT-RAG RENT	1,000	1,000	994.87	.00	.00	5.13	99.5%
644900 OTHER RENT	6,000	6,000	.00	.00	.00	6,000.00	.0%
684000 DUES AND MEMBERSHIPS	1,000	1,000	50.00	.00	.00	950.00	5.0%
684500 REGISTRATION FEE/TUITION	2,000	2,000	1,332.06	749.56	.00	667.94	66.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
687000 CUSTODIAL SERVICE	5,500	6,560	5,107.00	483.00	1,444.76	8.24	99.9%
699900 SERVICES NOT SPECIFIED	2,000	2,000	.00	.00	.00	2,000.00	.0%
739900 OTHER EQUIPMENT	90,000	90,000	57,910.00	.00	.00	32,090.00	64.3%
TOTAL W&S O&M-WATER PLANT DIVISIO	2,294,350	2,694,350	2,135,238.86	303,628.68	63,249.03	495,862.11	81.6%

009676 W&S O&M-SEWER DIVISION

400000 REGULAR WAGES	306,120	306,120	185,912.50	17,030.97	.00	120,207.50	60.7%
430000 OVERTIME	30,000	30,000	22,305.59	3,615.59	.00	7,694.41	74.4%
460000 STATE RETIREMENT	58,500	58,500	36,229.92	3,592.50	.00	22,270.08	61.9%
470000 F.I.C.A. TAXES	25,800	25,800	15,725.75	1,561.22	.00	10,074.25	61.0%
480000 HOSPITALIZATION INS.	75,600	75,600	47,200.00	2,400.00	.00	28,400.00	62.4%
490000 UNEMPLOYMENT BENEFITS	2,000	2,000	.00	.00	.00	2,000.00	.0%
491000 WORKMAN'S COMPENSATION	15,900	15,900	.00	.00	.00	15,900.00	.0%
513000 CHEMICALS	165,000	165,000	164,209.44	101.10	.00	790.56	99.5%
525000 GAS AND OIL	10,000	10,000	910.55	.00	.00	9,089.45	9.1%
525700 DIESEL FUEL	15,000	15,000	6,084.83	278.84	.00	8,915.17	40.6%
535500 WEARING APPAREL	3,000	3,000	855.00	.00	.00	2,145.00	28.5%
540000 ASPHALT & ASPHALT PROD.	20,000	20,000	10,398.10	4,269.49	2,738.61	6,863.29	65.7%
540500 CONCRETE, CEMENT, ETC.	1,000	1,000	.00	.00	.00	1,000.00	.0%
541500 SAND,CLAY,GRVL,FILL DIRT	20,000	20,000	13,082.12	.00	5,200.38	1,717.50	91.4%
544000 HORT./LANDSCAPING SPLY.	500	500	225.00	.00	.00	275.00	45.0%
545000 HAND TOOLS	6,500	6,500	1,091.21	.00	.00	5,408.79	16.8%
546000 MINOR EQUIPMENT	5,000	5,000	4,809.56	.00	.00	190.44	96.2%
549500 PUMPING EQUIPMENT PARTS	100	100	.00	.00	.00	100.00	.0%
559000 OTHER OPERATING MATL/SPLY	7,000	7,000	6,211.54	544.59	432.76	355.70	94.9%
560000 BUILDING MATERIALS & SPLY	2,000	2,000	.00	.00	.00	2,000.00	.0%
560500 ELECTRICAL SUPPLIES	2,500	2,500	.00	.00	.00	2,500.00	.0%
561000 PLUMBING SUPPLIES	30,000	30,000	8,191.44	.00	6,435.50	15,373.06	48.8%
565000 PAINT AND PAINTING SPLY.	500	500	.00	.00	.00	500.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	25,000	25,000	11,014.76	1,773.40	3,439.60	10,545.64	57.8%
599000 OTHER REPAIR/MAINT. SPL.	2,000	2,000	1,893.52	.00	.00	106.48	94.7%
599500 DISASTER REPAIR SUPPLIES	15,000	15,000	.00	.00	.00	15,000.00	.0%
604900 OTHER PROFESSIONAL SERV.	32,000	31,100	7,089.02	.00	.00	24,010.98	22.8%
606000 TELEPHONE AND TELEGRAPH	0	900	852.70	852.70	.00	47.30	94.7%
611000 TRAVEL EXPENSE	1,200	1,200	756.00	756.00	.00	444.00	63.0%
612000 FREIGHT	600	600	453.93	.00	15.41	130.66	78.2%
630000 GAS	200	200	79.60	.00	.00	120.40	39.8%
630500 ELECTRICITY	100,000	100,000	100,626.26	8,431.45	.00	-626.26	100.6%
635500 ELECTRICAL R&M	5,000	5,000	.00	.00	.00	5,000.00	.0%
636000 STREETS & STRUCTURES R&M	2,345,000	2,345,000	2,307,086.73	81,227.56	.00	37,913.27	98.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
638000 FIXED EQUIPMENT R&M	2,000	2,000	.00	.00	.00	2,000.00	.0%
638200 MINOR EQUIPMENT R&M	2,500	2,500	2,448.60	.00	.00	51.40	97.9%
638400 MOTOR VEHICLE EQ. R&M	35,000	35,000	13,518.55	3,854.55	3,289.22	18,192.23	48.0%
638600 CONSTRUCTION EQUIP R&M	20,000	20,000	11,924.63	528.80	180.18	7,895.19	60.5%
639000 COMMUNICATION EQ. R&M	2,000	2,000	.00	.00	.00	2,000.00	.0%
639800 TOW IN CHARGES	2,000	2,000	300.00	.00	.00	1,700.00	15.0%
642000 MACHINERY RENT	7,500	7,500	.00	.00	.00	7,500.00	.0%
643000 UNIFORM RENT	3,500	3,500	3,280.85	.00	.00	219.15	93.7%
684500 REGISTRATION FEE/TUITION	1,000	1,000	.00	.00	.00	1,000.00	.0%
739900 OTHER EQUIPMENT	60,000	60,000	3,230.98	.00	4,900.00	51,869.02	13.6%
745000 SPECIAL TRUCKS	350,000	350,000	.00	.00	.00	350,000.00	.0%
TOTAL W&S O&M-SEWER DIVISION	3,813,520	3,813,520	2,987,998.68	130,818.76	26,631.66	798,889.66	79.1%

009677 W&S O&M-SEWER LAGOON DIV.

400000 REGULAR WAGES	206,700	206,700	163,630.02	15,696.74	.00	43,069.98	79.2%
430000 OVERTIME	25,000	25,000	25,857.72	3,229.95	.00	-857.72	103.4%
460000 STATE RETIREMENT	40,400	40,400	32,970.92	3,293.24	.00	7,429.08	81.6%
470000 F.I.C.A. TAXES	17,800	17,800	14,088.85	1,405.79	.00	3,711.15	79.2%
480000 HOSPITALIZATION INS.	50,400	50,400	41,000.00	3,600.00	.00	9,400.00	81.3%
490000 UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000 WORKMAN'S COMPENSATION	5,870	5,870	.00	.00	.00	5,870.00	.0%
513000 CHEMICALS	160,000	160,000	154,400.00	.00	4,540.00	1,060.00	99.3%
525000 GAS AND OIL	10,000	10,000	6,120.02	653.96	.00	3,879.98	61.2%
525500 LUBRICANTS	4,000	4,000	.00	.00	.00	4,000.00	.0%
525700 DIESEL FUEL	5,000	5,000	2,597.85	21.94	.00	2,402.15	52.0%
535500 WEARING APPAREL	500	500	.00	.00	.00	500.00	.0%
545000 HAND TOOLS	1,000	1,000	.00	.00	.00	1,000.00	.0%
546000 MINOR EQUIPMENT	65,000	65,000	.00	.00	.00	65,000.00	.0%
549500 PUMPING EQUIPMENT PARTS	80,000	80,000	.00	.00	.00	80,000.00	.0%
559000 OTHER OPERATING MATL/SPLY	4,000	4,000	.00	.00	.00	4,000.00	.0%
560500 ELECTRICAL SUPPLIES	25,000	25,000	.00	.00	.00	25,000.00	.0%
561000 PLUMBING SUPPLIES	16,720	16,720	.00	.00	.00	16,720.00	.0%
570000 MTR VEHICLE REP. PTS/SPL	6,000	6,000	.00	.00	.00	6,000.00	.0%
602000 CONSULTANT SERV/SURVEYS	13,000	13,000	.00	.00	.00	13,000.00	.0%
602500 LEGAL	187,000	187,000	62,727.41	.00	.00	124,272.59	33.5%
604900 OTHER PROFESSIONAL SERV.	85,000	85,000	82,854.08	.00	.00	2,145.92	97.5%
611000 TRAVEL EXPENSE	2,000	2,000	.00	.00	.00	2,000.00	.0%
612000 FREIGHT	500	500	.00	.00	.00	500.00	.0%
630500 ELECTRICITY	770,000	770,000	589,116.39	54,120.65	.00	180,883.61	76.5%
635500 ELECTRICAL R&M	24,000	24,000	15,250.00	.00	.00	8,750.00	63.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
638000 FIXED EQUIPMENT R&M	1,270,000	1,270,000	875,252.36	110,140.69	.00	394,747.64	68.9%
638400 MOTOR VEHICLE EQ. R&M	4,000	4,000	.00	.00	.00	4,000.00	.0%
639400 DISINFECT./EXTERMINATION	600	600	480.00	120.00	.00	120.00	80.0%
639800 TOW IN CHARGES	300	300	.00	.00	.00	300.00	.0%
639900 OTHER REPAIRS AND MAINT.	1,000	1,000	.00	.00	.00	1,000.00	.0%
643000 UNIFORM RENT	2,000	2,000	1,122.29	1,122.29	.00	877.71	56.1%
684000 DUES AND MEMBERSHIPS	1,000	1,000	.00	.00	.00	1,000.00	.0%
684500 REGISTRATION FEE/TUITION	1,000	1,000	.00	.00	.00	1,000.00	.0%
699900 SERVICES NOT SPECIFIED	13,000	13,000	.00	.00	.00	13,000.00	.0%
TOTAL W&S O&M-SEWER LAGOON DIV.	3,098,790	3,098,790	2,067,467.91	193,405.25	4,540.00	1,026,782.09	66.9%
TOTAL EXPENSES	15,238,410	15,419,180	11,739,462.50	817,363.80	192,662.32	3,487,055.18	
010 WATER & SEWER B & I							
010451 W&S B&I-REVENUE OBLIGATIONS							
800000 GENERAL ISSUES-PRINCIPAL	850,000	850,000	655,000.00	.00	.00	195,000.00	77.1%
801000 REVENUE ISSUES-PRINCIPAL	4,900,000	4,900,000	8,735,443.75	.00	.00	-3,835,443.75	178.3%
810000 GENERAL ISSUES-INTEREST	77,899	77,899	49,156.88	.00	.00	28,742.12	63.1%
811000 REVENUE ISSUES-INTEREST	1,890,010	1,890,010	2,029,272.60	116,937.50	.00	-139,262.60	107.4%
840000 GENERAL ISSUES	8,000	8,000	2,790.00	.00	.00	5,210.00	34.9%
841000 REVENUE ISSUES	7,000	7,000	5,500.00	.00	.00	1,500.00	78.6%
TOTAL W&S B&I-REVENUE OBLIGATIONS	7,732,909	7,732,909	11,477,163.23	116,937.50	.00	-3,744,254.23	148.4%
TOTAL EXPENSES	7,732,909	7,732,909	11,477,163.23	116,937.50	.00	-3,744,254.23	
011 WATER & SEWER FUND							
011451 WATER & SEWER-REV.OBLIGATN							
841000 REVENUE ISSUES	10,000	10,000	8,900.00	.00	.00	1,100.00	89.0%
TOTAL WATER & SEWER-REV.OBLIGATN	10,000	10,000	8,900.00	.00	.00	1,100.00	89.0%
011500 WATER & SEWER-TRANSFERS							

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
900001 T/T GENERAL FUND	824,000	824,000	494,800.00	70,800.00	.00	329,200.00	60.0%
900009 T/T WATER & SEWER O&M	14,000,000	14,000,000	11,656,976.83	1,156,982.83	.00	2,343,023.17	83.3%
900017 T/T WATER & SEWER CONT.	50,000	50,000	.00	.00	.00	50,000.00	.0%
90001B T/T WATER & SEWER B&I	640,000	640,000	106,666.00	.00	.00	533,334.00	16.7%
90001C T/T WATER & SEWER B&I	1,500,000	1,500,000	250,000.00	.00	.00	1,250,000.00	16.7%
90001D T/T WATER & SEWER B&I	2,680,000	2,680,000	446,666.00	.00	.00	2,233,334.00	16.7%
900021 T/T 21 REFUNDING	3,000,000	3,000,000	2,500,000.00	250,000.00	.00	500,000.00	83.3%
900075 T/T W & S CONSTRUCTION	1,639,000	1,639,000	3,395,825.54	.00	.00	-1,756,825.54	207.2%
9000B T/T WATER & SEWER B&I '12	0	0	426,664.00	53,333.00	.00	-426,664.00	100.0%
9000C T/T WATER & SEWER B&I '13	0	0	1,000,000.00	125,000.00	.00	-1,000,000.00	100.0%
9000D T/T WATER & SEWER B&I '16	0	0	1,786,664.00	223,333.00	.00	-1,786,664.00	100.0%
9000GO T/T 2010 W&S GO BOND	250,000	250,000	208,330.00	20,833.00	.00	41,670.00	83.3%
9000M T/T W&SB&I (METER GO)	680,000	680,000	566,660.00	56,666.00	.00	113,340.00	83.3%
TOTAL WATER & SEWER-TRANSFERS	25,263,000	25,263,000	22,839,252.37	1,956,947.83	.00	2,423,747.63	90.4%
011660 WATER & SEWER-CUST.ACCT.DIV.							
641000 OFFICE EQUIPMENT RENT	1,000	1,000	.00	.00	.00	1,000.00	.0%
683200 BANK SERV/TRF FEE	3,500	3,500	3,168.28	330.31	.00	331.72	90.5%
6835WT WATER RELATED REFUND	60,000	60,000	29,478.89	2,301.46	.00	30,521.11	49.1%
683800 BANK NSF FEES	1,500	1,500	.00	.00	.00	1,500.00	.0%
683900 OTHER INCOME EXPENSE	5,000	5,000	27.00	.00	.00	4,973.00	.5%
TOTAL WATER & SEWER-CUST.ACCT.DIV	71,000	71,000	32,674.17	2,631.77	.00	38,325.83	46.0%
TOTAL EXPENSES	25,344,000	25,344,000	22,880,826.54	1,959,579.60	.00	2,463,173.46	
012 2019 TIF B&I-PLANET FITNESS							
012452 TIF B&I-PLANET FIT-GEN OBLIGA							
683200 BANK SERV/TRF FEE	100	100	.00	.00	.00	100.00	.0%
802000 IND/ECON DEV ISSUES-PRINCIPAL	38,685	38,685	38,962.00	38,962.00	.00	-277.00	100.7%
812000 IND/ECON DEV ISSUES-INTEREST	19,928	19,928	18,335.00	18,335.00	.00	1,593.00	92.0%
TOTAL TIF B&I-PLANET FIT-GEN OBLI	58,713	58,713	57,297.00	57,297.00	.00	1,416.00	97.6%
TOTAL EXPENSES	58,713	58,713	57,297.00	57,297.00	.00	1,416.00	
013 CITY B & I							
013450 CITY B&I-GENERAL OBLIGATIONS							

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013	CITY B & I	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
683000	PROP.TAX COLL. FEES .05	12,000	12,000	9,038.66	1,001.45	.00	2,961.34	75.3%
683100	PROP.TAX COLL. FEES.005	18,000	18,000	14,405.50	147.55	.00	3,594.50	80.0%
802100	5 YEAR NOTE PRINCIPAL	819,285	819,285	819,285.00	.00	.00	.00	100.0%
810000	GENERAL ISSUES-INTEREST	1,980,382	1,980,382	1,979,121.28	989,377.64	.00	1,260.72	99.9%
812100	5 YEAR NOTE INTEREST	38,633	38,633	38,571.56	.00	.00	61.44	99.8%
840000	GENERAL ISSUES	20,000	20,000	4,550.00	.00	.00	15,450.00	22.8%
	TOTAL CITY B&I-GENERAL OBLIGATION	2,888,300	2,888,300	2,864,972.00	990,526.64	.00	23,328.00	99.2%
	TOTAL EXPENSES	2,888,300	2,888,300	2,864,972.00	990,526.64	.00	23,328.00	
014 SCHOOL FUND								
014599 SCHOOL FUND-MISC.CHARGES								
683000	PROP.TAX COLL. FEES .05	0	0	80,792.59	8,843.41	.00	-80,792.59	100.0%
683100	PROP.TAX COLL. FEES.005	0	0	106,152.31	1,664.46	.00	-106,152.31	100.0%
	TOTAL SCHOOL FUND-MISC.CHARGES	0	0	186,944.90	10,507.87	.00	-186,944.90	100.0%
	TOTAL EXPENSES	0	0	186,944.90	10,507.87	.00	-186,944.90	
017 SUPP. ENVIRONMENTAL PROJECT								
017695 SUPP. ENVIRONMENTAL PROJECT								
699900	SERVICES NOT SPECIFIED	100,000	100,000	.00	.00	.00	100,000.00	.0%
	TOTAL SUPP. ENVIRONMENTAL PROJECT	100,000	100,000	.00	.00	.00	100,000.00	.0%
	TOTAL EXPENSES	100,000	100,000	.00	.00	.00	100,000.00	
018 POLICE & FIREMAN DIS. & RELIEF								
018701 P&FD&R-TRUST AND AGENCY								
682500	PENSION EXPENSE	0	0	1,021,614.45	16,881.70	.00	-1,021,614.45	100.0%

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018	POLICE & FIREMAN DIS. & RELIEF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
683000	PROP.TAX COLL. FEES .05	0	0	3,885.93	406.83	.00	-3,885.93	100.0%
683100	PROP.TAX COLL. FEES.005	0	0	5,883.68	60.07	.00	-5,883.68	100.0%
	TOTAL P&FD&R-TRUST AND AGENCY	0	0	1,031,384.06	17,348.60	.00	-1,031,384.06	100.0%
	TOTAL EXPENSES	0	0	1,031,384.06	17,348.60	.00	-1,031,384.06	
019 POLICE FORFEITURES FUND								
019100 POL.FORFEITURES-POLICE DIV.								
559000	OTHER OPERATING MATL/SPLY	0	16,876	7,058.09	1,981.50	2,570.37	7,247.54	57.1%
559200	OTHER OPER.MATLS-D.A.R.E.	0	21,089	2,996.40	.00	3,076.00	15,016.60	28.8%
604900	OTHER PROFESSIONAL SERV.	0	4,000	.00	.00	3,600.00	400.00	90.0%
681700	EVIDENCE BUY MONEY	0	3,500	.00	.00	.00	3,500.00	.0%
684000	DUES AND MEMBERSHIPS	0	2,500	2,500.00	.00	.00	.00	100.0%
	TOTAL POL.FORFEITURES-POLICE DIV.	0	47,965	12,554.49	1,981.50	9,246.37	26,164.14	45.5%
	TOTAL EXPENSES	0	47,965	12,554.49	1,981.50	9,246.37	26,164.14	
020 2002 TIF B&I-SOUTHERN POINTE								
020452 2002 TIF B&I-S/P GEN OBLIGA								
802000	IND/ECON DEV ISSUES-PRINCIPAL	180,000	180,000	180,000.00	.00	.00	.00	100.0%
812000	IND/ECON DEV ISSUES-INTEREST	65,475	65,475	65,475.00	30,555.00	.00	.00	100.0%
842000	IND/ECON DEV ISSUES	2,000	2,000	1,250.00	.00	.00	750.00	62.5%
	TOTAL 2002 TIF B&I-S/P GEN OBLIGA	247,475	247,475	246,725.00	30,555.00	.00	750.00	99.7%
	TOTAL EXPENSES	247,475	247,475	246,725.00	30,555.00	.00	750.00	
022 2003 TIF B&I-CHAUVEY SQUARE								
022452 2003 TIF B&I-C/S GEN OBLIGA								
802000	IND/ECON DEV ISSUES-PRINCIPAL	155,000	155,000	155,000.00	.00	.00	.00	100.0%

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022	2003 TIF B&I-CHAUVET SQUARE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
812000	IND/ECON DEV ISSUES-INTEREST	38,790	38,790	38,790.00	.00	.00	.00	100.0%
842000	IND/ECON DEV ISSUES	2,500	2,500	2,000.00	.00	.00	500.00	80.0%
	TOTAL 2003 TIF B&I-C/S GEN OBLIGA	196,290	196,290	195,790.00	.00	.00	500.00	99.7%
	TOTAL EXPENSES	196,290	196,290	195,790.00	.00	.00	500.00	
023 2006 TIF B&I-TURTLE CROSSING								
023452 2007 TIF B&I-T/C GEN OBLIGA								
802000	IND/ECON DEV ISSUES-PRINCIPAL	105,000	105,000	105,000.00	.00	.00	.00	100.0%
812000	IND/ECON DEV ISSUES-INTEREST	33,685	33,685	33,685.00	.00	.00	.00	100.0%
842000	IND/ECON DEV ISSUES	2,500	2,500	2,250.00	.00	.00	250.00	90.0%
	TOTAL 2007 TIF B&I-T/C GEN OBLIGA	141,185	141,185	140,935.00	.00	.00	250.00	99.8%
	TOTAL EXPENSES	141,185	141,185	140,935.00	.00	.00	250.00	
024 2008 TIF B&I-LINCOLN CENTER								
024452 2008 TIF B&I-L/C GEN OBLIGA								
802000	IND/ECON DEV ISSUES-PRINCIPAL	50,000	50,000	50,000.00	.00	.00	.00	100.0%
812000	IND/ECON DEV ISSUES-INTEREST	2,000	2,000	2,000.00	.00	.00	.00	100.0%
842000	IND/ECON DEV ISSUES	1,000	1,000	500.00	.00	.00	500.00	50.0%
	TOTAL 2008 TIF B&I-L/C GEN OBLIGA	53,000	53,000	52,500.00	.00	.00	500.00	99.1%
	TOTAL EXPENSES	53,000	53,000	52,500.00	.00	.00	500.00	
025 2011 TIF B&I-KOHL'S								
025500 CITY B&I TRANSFER								
900001	T/T GENERAL FUND	0	1,255	.00	.00	.00	1,255.00	.0%
	TOTAL CITY B&I TRANSFER	0	1,255	.00	.00	.00	1,255.00	.0%
	TOTAL EXPENSES	0	1,255	.00	.00	.00	1,255.00	

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026	2016 TIF B&I-WHISPERING PINES	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
026 2016 TIF B&I-WHISPERING PINES								
026452 2016 TIF B&I-WHISP PINES EXPEN								
802000	IND/ECON DEV ISSUES-PRINCIPAL	190,000	190,000	190,000.00	.00	.00	.00	100.0%
812000	IND/ECON DEV ISSUES-INTEREST	90,103	90,103	90,102.50	.00	.00	.50	100.0%
842000	IND/ECON DEV ISSUES	2,000	2,000	1,940.00	.00	.00	60.00	97.0%
TOTAL 2016 TIF B&I-WHISP PINES EX		282,103	282,103	282,042.50	.00	.00	60.50	100.0%
TOTAL EXPENSES		282,103	282,103	282,042.50	.00	.00	60.50	
027 TAX COLLECTOR'S FUND								
027500 TAX COLLECTOR'S-TRANSFERS								
900001	T/T GENERAL FUND	0	0	19,002,785.92	385,302.26	.00	-19,002,785.92	100.0%
900002	T/T PARKS & RECREATION	0	0	947,702.09	18,482.59	.00	-947,702.09	100.0%
900004	T/T LIBRARY	0	0	925,017.75	18,040.20	.00	-925,017.75	100.0%
900012	T/T PLANET FITNESS TIF B&I	0	0	26,485.00	.00	.00	-26,485.00	100.0%
900013	T/T CITY B & I	0	0	2,371,713.70	46,255.66	.00	-2,371,713.70	100.0%
900014	T/T SCHOOL FUND	0	0	18,985,743.40	430,170.34	.00	-18,985,743.40	100.0%
900018	T/T POL/FIRE DIS./RELIEF	0	0	976,012.16	18,808.05	.00	-976,012.16	100.0%
900020	T/T 2002 TIF B&I-S/P	0	0	138,876.00	.00	.00	-138,876.00	100.0%
900022	T/T 2003 TIF B&I-CHAUVEY SQ.	0	0	200,000.00	.00	.00	-200,000.00	100.0%
900023	T/T 2007 TIF B&I-T/C	0	0	115,000.00	.00	.00	-115,000.00	100.0%
900026	T/T '16 TIF B&I-WHISPERNG PIN	0	0	167,296.00	.00	.00	-167,296.00	100.0%
900028	T/T 2016 TIF B&I-HBURG CLINIC	0	0	34,040.00	.00	.00	-34,040.00	100.0%
900050	T/T RIDGE AT TURTLE CREEK TIF	0	0	89,571.00	.00	.00	-89,571.00	100.0%
900051	T/T MIDTOWN MARKET	0	0	10,707.00	.00	.00	-10,707.00	100.0%
900052	T/T 2019 TIF B&I-ELAM ARMS MT	0	0	133,642.00	.00	.00	-133,642.00	100.0%
900073	T/T MASS TRANSIT OPER.	0	0	239,416.33	4,669.81	.00	-239,416.33	100.0%
9000EB	T/T GENERAL FD-EXCESS BID	0	0	182,854.03	.00	.00	-182,854.03	100.0%
9000IP	T/T GENERAL FD-INT/PEN	0	0	171,458.28	21,477.53	.00	-171,458.28	100.0%
9000SB	T/T SCHOOL-1988 SCH.BONDS	0	0	2,561,291.12	57,399.30	.00	-2,561,291.12	100.0%
TOTAL TAX COLLECTOR'S-TRANSFERS		0	0	47,279,611.78	1,000,605.74	.00	-47,279,611.78	100.0%
TOTAL EXPENSES		0	0	47,279,611.78	1,000,605.74	.00	-47,279,611.78	
028 2016 TIF B&I-HBRG CLINIC MIDTN								
028452 2016 TIF B&I-HBRG CLINIC MIDTN								

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028	2016 TIF B&I-HBRG CLINIC MIDTN	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
802000	IND/ECON DEV ISSUES-PRINCIPAL	53,000	53,000	51,000.00	.00	.00	2,000.00	96.2%
812000	IND/ECON DEV ISSUES-INTEREST	22,605	22,605	24,645.12	.00	.00	-2,040.12	109.0%
	TOTAL 2016 TIF B&I-HBRG CLINIC MI	75,605	75,605	75,645.12	.00	.00	-40.12	100.1%
	TOTAL EXPENSES	75,605	75,605	75,645.12	.00	.00	-40.12	
039 AIRPORT IMPROVEMENT FUND								
039551 AIRPORT IMPR.-AIRPORT DIV								
601500	ENGINEERING	50,000	50,000	7,222.78	.00	.00	42,777.22	14.4%
729502	AIRPORT IMP-FAA	3,700,000	3,236,783	82,793.09	.00	.00	3,153,989.91	2.6%
729599	MISC.OTHER IMPROVEMENTS	0	122,500	119,860.00	.00	.00	2,640.00	97.8%
	TOTAL AIRPORT IMPR.-AIRPORT DIV	3,750,000	3,409,283	209,875.87	.00	.00	3,199,407.13	6.2%
	TOTAL EXPENSES	3,750,000	3,409,283	209,875.87	.00	.00	3,199,407.13	
050 2015A TIF B&I-RIDGE/TURTLE CRK								
050452 2015A TIF B&I-RIDGE/TURTLE CRK								
802000	IND/ECON DEV ISSUES-PRINCIPAL	75,000	75,000	75,000.00	.00	.00	.00	100.0%
812000	IND/ECON DEV ISSUES-INTEREST	44,413	44,413	44,412.50	.00	.00	.50	100.0%
842000	IND/ECON DEV ISSUES	2,000	2,000	1,940.00	.00	.00	60.00	97.0%
	TOTAL 2015A TIF B&I-RIDGE/TURTLE	121,413	121,413	121,352.50	.00	.00	60.50	100.0%
	TOTAL EXPENSES	121,413	121,413	121,352.50	.00	.00	60.50	
051 2015B TIF B&I-MIDTOWN MARKET								
051452 2015B TIF B&I-MIDTOWN MARKET								
802000	IND/ECON DEV ISSUES-PRINCIPAL	13,000	13,000	13,000.00	.00	.00	.00	100.0%

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051	2015B TIF B&I-MIDTOWN MARKET	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
812000	IND/ECON DEV ISSUES-INTEREST	7,673	7,673	7,672.50	.00	.00	.50	100.0%
842000	IND/ECON DEV ISSUES	2,000	2,000	1,940.00	.00	.00	60.00	97.0%
	TOTAL 2015B TIF B&I-MIDTOWN MARKE	22,673	22,673	22,612.50	.00	.00	60.50	99.7%
	TOTAL EXPENSES	22,673	22,673	22,612.50	.00	.00	60.50	
052 2019 TIF B&I-ELAM ARMS MIDTOWN								
052452 2019 TIF B&I ELAM ARMS MIDTOWN								
802000	IND/ECON DEV ISSUES-PRINCIPAL	172,000	172,000	172,000.00	.00	.00	.00	100.0%
812000	IND/ECON DEV ISSUES-INTEREST	119,935	119,935	119,935.00	.00	.00	.00	100.0%
842000	IND/ECON DEV ISSUES	2,500	2,500	2,000.00	.00	.00	500.00	80.0%
	TOTAL 2019 TIF B&I ELAM ARMS MIDT	294,435	294,435	293,935.00	.00	.00	500.00	99.8%
	TOTAL EXPENSES	294,435	294,435	293,935.00	.00	.00	500.00	
072 MUNICIPAL ROAD & BRIDGE								
072201 MUN.ROAD&BRIDGE-STREET DIV								
601500	ENGINEERING	200,000	214,434	214,433.94	12,464.90	.00	.00	100.0%
601501	ENGINEERING-I&I STUDY	100,000	14,664	10,535.86	.00	.00	4,128.60	71.8%
601502	ENGINEERING-MIDTOWN	0	113,402	113,401.60	8,706.21	.00	.00	100.0%
602500	LEGAL	0	7,500	7,391.60	.00	.00	108.40	98.6%
636000	STREETS & STRUCTURES R&M	1,240,000	1,190,000	59,960.26	.00	568,000.00	562,039.74	52.8%
683200	BANK SERV/TRF FEE	0	0	2,209.18	.00	.00	-2,209.18	100.0%
722509	EDWARDS ST PATHWAY	250,000	250,000	.00	.00	.00	250,000.00	.0%
722512	38TH AVE SIDEWALKS	100,000	100,000	15,609.84	.00	.00	84,390.16	15.6%
722522	GORDONS CREEK COMMONS	700,000	536,793	26,708.70	.00	.00	510,084.30	5.0%
723003	SBF '23 MIDTOWN STREETS	0	4,000,000	.00	.00	.00	4,000,000.00	.0%
723014	LAMAR BLVD-REGIONS	200,000	306,450	306,447.17	.00	.00	2.46	100.0%
723025	CTRY.CLUB RD. INTERSECTN.	800,000	778,165	393,886.51	.00	.00	384,278.49	50.6%
723043	MDOT-MARTIN LUTHER KIN	50,000	50,000	29,382.50	.00	.00	20,617.50	58.8%
723099	OTHER STREET IMPR.	284,976	168,391	20,582.75	.00	.00	147,808.62	12.2%
729552	MIDTOWN STREETSCAPES	0	31,970	31,755.77	.00	.00	214.23	99.3%
	TOTAL MUN.ROAD&BRIDGE-STREET DIV	3,924,976	7,761,769	1,232,305.68	21,171.11	568,000.00	5,961,463.32	23.2%
	TOTAL EXPENSES	3,924,976	7,761,769	1,232,305.68	21,171.11	568,000.00	5,961,463.32	

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073	MASS TRANSIT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
073 MASS TRANSIT FUND								
073570 MASS TRANSIT-TRANSPORTATION								
400000	REGULAR WAGES	915,790	915,790	667,854.22	53,665.57	.00	247,935.78	72.9%
430000	OVERTIME	65,000	65,000	52,749.41	5,027.12	.00	12,250.59	81.2%
460000	STATE RETIREMENT	170,660	170,660	124,186.64	10,212.55	.00	46,473.36	72.8%
470000	F.I.C.A. TAXES	75,030	75,030	54,017.72	4,383.96	.00	21,012.28	72.0%
480000	HOSPITALIZATION INS.	201,600	201,600	128,200.00	10,800.00	.00	73,400.00	63.6%
490000	UNEMPLOYMENT BENEFITS	6,500	6,500	.00	.00	.00	6,500.00	.0%
491000	WORKMAN'S COMPENSATION	18,000	18,000	.00	.00	.00	18,000.00	.0%
500300	PAPER	500	1,000	977.12	.00	.00	22.88	97.7%
500500	PRINTED FORMS	100	100	.00	.00	.00	100.00	.0%
501000	OTHER EXPENDABLE OFF.SPL	1,500	1,500	583.09	.00	.00	916.91	38.9%
502000	MINOR OFFICE EQUIP/FURN.	5,000	5,000	1,670.54	29.95	.00	3,329.46	33.4%
505000	SUBSCRIPTIONS,MAGS,MAPS	200	200	.00	.00	.00	200.00	.0%
508000	COMPUTER SUPPLIES	2,500	2,000	1,945.91	.00	.00	54.09	97.3%
510000	CLEANING/JANITORIAL SPLY	3,000	3,000	.00	.00	.00	3,000.00	.0%
511100	SUPPLIES - COVID 19	5,710	5,710	2,356.43	.00	.00	3,353.57	41.3%
511500	FOOD	200	200	.00	.00	.00	200.00	.0%
513000	CHEMICALS	100	100	.00	.00	.00	100.00	.0%
525000	GAS AND OIL	13,000	25,300	23,428.28	1,441.89	.00	1,871.72	92.6%
525500	LUBRICANTS	1,000	1,000	967.92	.00	.00	32.08	96.8%
525700	DIESEL FUEL	114,000	144,000	128,638.56	9,807.23	.00	15,361.44	89.3%
526000	OTHER FUEL	300	0	.00	.00	.00	.00	.0%
535500	WEARING APPAREL	2,000	2,000	.00	.00	.00	2,000.00	.0%
540500	CONCRETE, CEMENT, ETC.	100	100	.00	.00	.00	100.00	.0%
545000	HAND TOOLS	6,000	6,000	3,930.34	.00	.00	2,069.66	65.5%
546000	MINOR EQUIPMENT	6,000	6,000	740.35	.00	.00	5,259.65	12.3%
559000	OTHER OPERATING MATL/SPLY	700	700	384.64	.00	77.30	238.06	66.0%
560000	BUILDING MATERIALS & SPLY	1,000	1,000	.00	.00	.00	1,000.00	.0%
560500	ELECTRICAL SUPPLIES	500	500	.00	.00	.00	500.00	.0%
561000	PLUMBING SUPPLIES	500	500	.00	.00	.00	500.00	.0%
565000	PAINT AND PAINTING SPLY.	500	500	.00	.00	.00	500.00	.0%
570000	MTR VEHICLE REP. PTS/SPL	2,500	4,300	4,131.81	.00	151.80	16.39	99.6%
571001	REPAIR PARTS - FIXED ROUTE	60,000	73,200	43,985.21	5,681.86	2,287.17	26,927.62	63.2%
571002	REPAIR PARTS - PARATRANSIT	15,000	15,000	5,110.94	.00	4,260.16	5,628.90	62.5%
575000	COMMUNICATION REPAIR PTS	1,500	1,500	125.00	.00	.00	1,375.00	8.3%
599000	OTHER REPAIR/MAINT. SPL.	3,000	3,000	1,934.44	.00	.00	1,065.56	64.5%
602000	CONSULTANT SERV/SURVEYS	45,375	4,109	.00	.00	.00	4,109.00	.0%
602100	BUILDING SECURITY	1,000	1,000	359.40	.00	.00	640.60	35.9%

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073	MASS TRANSIT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
604900	OTHER PROFESSIONAL SERV.	5,000	2,200	2,098.79	269.60	.00	101.21	95.4%
606000	TELEPHONE AND TELEGRAPH	6,500	8,500	8,000.87	515.20	.00	499.13	94.1%
607000	POSTAGE	200	200	.00	.00	.00	200.00	.0%
609900	OTHER COMMUNICATION EXP.	20,200	18,200	9,325.63	.00	.00	8,874.37	51.2%
611000	TRAVEL EXPENSE	4,000	4,000	724.00	724.00	.00	3,276.00	18.1%
612000	FREIGHT	1,000	1,000	30.00	.00	.00	970.00	3.0%
615000	ADVERTISING	7,000	1,200	68.12	.00	.00	1,131.88	5.7%
620000	PRINTING	3,000	3,000	117.50	38.50	.00	2,882.50	3.9%
625500	PUBLIC LIAB/PROPERTY DAM	61,000	69,266	69,266.00	.00	.00	.00	100.0%
630500	ELECTRICITY	19,000	19,000	15,035.51	861.84	.00	3,964.49	79.1%
635000	BUILDING R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%
635500	ELECTRICAL R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%
636500	OFFICE EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
638400	MOTOR VEHICLE EQ. R&M	2,000	6,000	3,174.64	1,328.21	723.27	2,102.09	65.0%
638501	BUS EQUIP R&M-FIXED ROUTE	90,000	121,300	77,854.82	23,918.00	27,608.68	15,836.50	86.9%
638502	BUS EQUIP R&M-PARATRANSIT	30,000	30,000	23,673.95	9,358.12	2,972.04	3,354.01	88.8%
639000	COMMUNICATION EQ. R&M	2,500	2,500	.00	.00	.00	2,500.00	.0%
639400	DISINFECT./EXTERMINATION	250	250	192.00	48.00	.00	58.00	76.8%
639600	SIGN PAINTING	1,200	1,200	.00	.00	.00	1,200.00	.0%
639800	TOW IN CHARGES	2,000	14,800	6,950.00	800.00	.00	7,850.00	47.0%
639900	OTHER REPAIRS AND MAINT.	2,500	2,500	713.23	.00	210.16	1,576.61	36.9%
643000	UNIFORM RENT	11,500	11,500	7,993.16	723.71	.00	3,506.84	69.5%
644900	OTHER RENT	500	500	.00	.00	.00	500.00	.0%
683000	PROP.TAX COLL. FEES .05	750	750	912.54	101.10	.00	-162.54	121.7%
683100	PROP.TAX COLL. FEES.005	1,500	1,500	1,454.36	14.89	.00	45.64	97.0%
684000	DUES AND MEMBERSHIPS	700	700	.00	.00	525.00	175.00	75.0%
684500	REGISTRATION FEE/TUITION	200	200	.00	.00	.00	200.00	.0%
686800	JARC-OPERATIONS	90,000	90,000	56,298.00	.00	.00	33,702.00	62.6%
687000	CUSTODIAL SERVICE	4,500	6,300	3,744.00	.00	2,544.00	12.00	99.8%
710024	BUS SHELTERS	256,061	73,286	11,640.00	.00	.00	61,646.00	15.9%
710027	MASS TRANSIT FACILITY	143,194	143,194	.00	.00	.00	143,194.00	.0%
710029	TRANSIT FACILITY ARCHIT/DESIG	121,538	121,538	.00	.00	.00	121,538.00	.0%
729553	BUS SHELTER INFRAS-533	900,000	4,212,040	1,124,935.74	10,436.42	.00	3,087,104.26	26.7%
733400	FAREBOX MEDIA EQUIPMENT	276,000	276,000	.00	.00	.00	276,000.00	.0%
733600	SURVEILLANCE/SECURITY EQUIPMEN	7,760	7,760	.00	.00	.00	7,760.00	.0%
740000	AUTOMOBILES	29,044	0	.00	.00	.00	.00	.0%
741000	BUSES	1,287,400	1,287,400	1,054,062.70	19,600.00	70,597.32	162,739.98	87.4%
TOTAL MASS TRANSIT-TRANSPORTATION		5,136,862	8,302,383	3,726,543.53	169,787.72	111,956.90	4,463,882.57	46.2%
TOTAL EXPENSES		5,136,862	8,302,383	3,726,543.53	169,787.72	111,956.90	4,463,882.57	

075 WATER&SEWER CONSTRUCTION FUND

075695 W&S CONSTR.-CAPITAL PROJECTS

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075	WATER&SEWER CONSTRUCTION FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
601500	ENGINEERING	1,000,000	950,000	930,616.43	.00	.00	19,383.57	98.0%
601501	ENGINEERING-I&I STUDY	0	50,000	35,312.50	.00	.00	14,687.50	70.6%
722001	HALL AVENUE SEWER	0	357,464	357,463.72	.00	.00	.00	100.0%
722002	LONGLEAF HEIGHTS NORTH	50,000	451,369	451,369.40	.00	.00	.00	100.0%
722005	MIDTOWN SEWER PROJECT	1,340,000	2,227,007	2,227,006.65	.00	.00	.31	100.0%
722010	FORREST AVE REHAB	0	537,600	537,538.54	84,627.44	.00	61.46	100.0%
724529	EAST JERUSALEM AREA	50,000	167,400	167,399.88	.00	.00	.12	100.0%
724599	PROGRAMMED WATER PROJ.	2,772,895	237,253	229,419.43	142,703.08	.00	7,833.36	96.7%
729569	SRF WTR PLT #1 REHAB-PHASE I	0	1,305,102	904,865.22	215,811.29	.00	400,236.91	69.3%
729570	SRF WTR PLT #1 REHAB-PHASE I1	0	1,605,000	.00	.00	.00	1,605,000.00	.0%
TOTAL W&S CONSTR.-CAPITAL PROJECT		5,212,895	7,888,195	5,840,991.77	443,141.81	.00	2,047,203.23	74.0%
TOTAL EXPENSES		5,212,895	7,888,195	5,840,991.77	443,141.81	.00	2,047,203.23	
077 COMMUNITY CENTERS' FUND								
077650 COMMUNITY CTR-ADMIN/GENERAL								
400000	REGULAR WAGES	413,910	368,310	346,863.26	31,684.18	.00	21,446.74	94.2%
430000	OVERTIME	11,000	11,000	12,554.93	1,223.90	.00	-1,554.93	114.1%
460000	STATE RETIREMENT	73,940	65,990	62,228.76	5,575.07	.00	3,761.24	94.3%
470000	F.I.C.A. TAXES	32,510	29,010	26,792.57	2,419.94	.00	2,217.43	92.4%
480000	HOSPITALIZATION INS.	109,200	109,200	75,200.00	7,200.00	.00	34,000.00	68.9%
490000	UNEMPLOYMENT BENEFITS	1,000	1,000	.00	.00	.00	1,000.00	.0%
491000	WORKMAN'S COMPENSATION	13,500	13,500	.00	.00	.00	13,500.00	.0%
501000	OTHER EXPENDABLE OFF.SPL	500	1,000	629.66	495.82	.00	370.34	63.0%
502000	MINOR OFFICE EQUIP/FURN.	0	3,000	.00	.00	.00	3,000.00	.0%
510000	CLEANING/JANITORIAL SPLY	15,000	15,000	14,724.71	1,390.25	.00	275.29	98.2%
512000	MEDICAL SUPPLIES	250	250	.00	.00	.00	250.00	.0%
525000	GAS AND OIL	3,500	3,500	2,129.96	284.96	.00	1,370.04	60.9%
535500	WEARING APPAREL	400	500	454.00	.00	.00	46.00	90.8%
544000	HORT./LANDSCAPING SPLY.	2,250	2,250	720.75	.00	.00	1,529.25	32.0%
546000	MINOR EQUIPMENT	6,500	7,500	7,287.15	.00	204.00	8.85	99.9%
559000	OTHER OPERATING MATL/SPLY	2,000	2,000	477.41	.00	.00	1,522.59	23.9%
560000	BUILDING MATERIALS & SPLY	2,500	2,500	384.00	.00	189.00	1,927.00	22.9%
560500	ELECTRICAL SUPPLIES	5,000	4,000	2,255.48	60.25	66.40	1,678.12	58.0%
561000	PLUMBING SUPPLIES	3,500	3,400	.00	.00	156.00	3,244.00	4.6%
565000	PAINT AND PAINTING SPLY.	800	800	.00	.00	.00	800.00	.0%
570000	MTR VEHICLE REP. PTS/SPL	2,500	2,500	357.87	130.07	.00	2,142.13	14.3%
599000	OTHER REPAIR/MAINT. SPL.	1,000	1,000	.00	.00	.00	1,000.00	.0%
600100	PROF SERVICES - COVID 19	13,400	1,900	.00	.00	.00	1,900.00	.0%

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077	COMMUNITY CENTERS' FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
604900	OTHER PROFESSIONAL SERV.	15,000	15,000	14,755.46	5,576.66	.00	244.54	98.4%
606000	TELEPHONE AND TELEGRAPH	2,000	2,000	627.94	61.64	.00	1,372.06	31.4%
611000	TRAVEL EXPENSE	500	500	.00	.00	.00	500.00	.0%
630000	GAS	14,000	14,000	16,224.56	327.33	.00	-2,224.56	115.9%
630500	ELECTRICITY	72,000	72,000	70,214.20	10,031.11	.00	1,785.80	97.5%
635000	BUILDING R&M	17,500	14,500	4,023.28	.00	.00	10,476.72	27.7%
635700	PLUMBING EQUIPMENT R&M	2,000	2,000	95.00	.00	.00	1,905.00	4.8%
637000	HOUSEHOLD EQUIPMENT R&M	9,000	9,000	4,665.09	.00	.00	4,334.91	51.8%
638000	FIXED EQUIPMENT R&M	13,150	13,150	12,518.62	.00	.00	631.38	95.2%
638200	MINOR EQUIPMENT R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%
638400	MOTOR VEHICLE EQ. R&M	3,500	3,500	588.03	.00	.00	2,911.97	16.8%
639200	CLEANING AND PAINTING	8,000	22,500	19,110.00	4,875.00	.00	3,390.00	84.9%
639400	DISINFECT./EXTERMINATION	6,000	6,000	2,673.00	422.00	.00	3,327.00	44.6%
639800	TOW IN CHARGES	250	250	150.00	.00	.00	100.00	60.0%
639900	OTHER REPAIRS AND MAINT.	3,000	3,000	2,186.75	.00	.00	813.25	72.9%
643000	UNIFORM RENT	8,000	8,000	7,754.09	1,704.20	.00	245.91	96.9%
644900	OTHER RENT	500	500	.00	.00	.00	500.00	.0%
684500	REGISTRATION FEE/TUITION	800	800	.00	.00	.00	800.00	.0%
699900	SERVICES NOT SPECIFIED	1,000	1,000	770.00	.00	.00	230.00	77.0%
715010	REC CENTER OLD YMCA	20,000	20,000	4,941.58	4,941.58	5,079.23	9,979.19	50.1%
715014	CULTURAL CENTER	28,000	13,000	6,500.00	.00	.00	6,500.00	50.0%
715019	JDS COM CTR/CEILING/FLOOR	10,000	28,000	11,500.00	.00	15,535.00	965.00	96.6%
715021	CE ROY/5TH STREET	7,500	4,500	.00	.00	.00	4,500.00	.0%
729500	OTHER IMPROVEMENTS	0	0	.00	.00	18,825.00	-18,825.00	100.0%
729523	MS ARTS COMMISSION GRANT	0	219,240	4,999.00	4,999.00	.00	214,241.00	2.3%
732000	HOUSEHOLD FURN/EQUIP.	5,000	5,000	726.53	.00	.00	4,273.47	14.5%
TOTAL COMMUNITY CTR-ADMIN/GENERAL		962,360	1,128,050	738,083.64	83,402.96	40,054.63	349,911.73	69.0%
TOTAL EXPENSES		962,360	1,128,050	738,083.64	83,402.96	40,054.63	349,911.73	
079 COVID FISCAL RECOVERY FUNDS								
079605 COVID FISCAL RECOVERY EXPENSES								
743500	FIRE TRUCKS	1,297,568	1,297,568	.00	.00	.00	1,297,568.00	.0%
746000	SANITATION TRUCKS	1,345,000	0	.00	.00	.00	.00	.0%
790000	CAPITAL PROJECTS-GRANT RELATE	10,233,254	11,578,240	.00	.00	.00	11,578,240.00	.0%
TOTAL COVID FISCAL RECOVERY EXPEN		12,875,822	12,875,808	.00	.00	.00	12,875,808.00	.0%
TOTAL EXPENSES		12,875,822	12,875,808	.00	.00	.00	12,875,808.00	

082 COMMUNITY DEVELOP. BLOCK GRANT

082285 CDBG-ENTITLEMENTS

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082	COMMUNITY DEVELOP. BLOCK GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000	REGULAR WAGES	239,330	220,690	136,311.88	13,950.57	.00	84,378.12	61.8%
460000	STATE RETIREMENT	41,650	38,360	23,718.35	2,427.42	.00	14,641.65	61.8%
470000	F.I.C.A. TAXES	18,310	16,885	10,275.75	1,048.68	.00	6,609.25	60.9%
480000	HOSPITALIZATION INS.	50,400	50,400	20,434.18	2,650.69	.00	29,965.82	40.5%
490000	UNEMPLOYMENT BENEFITS	500	500	.00	.00	.00	500.00	.0%
491000	WORKMAN'S COMPENSATION	3,800	3,800	.00	.00	.00	3,800.00	.0%
500300	PAPER	500	500	88.89	.00	.00	411.11	17.8%
501000	OTHER EXPENDABLE OFF.SPL	1,500	1,500	1,054.80	206.37	.00	445.20	70.3%
502000	MINOR OFFICE EQUIP/FURN.	850	850	155.97	.00	.00	694.03	18.3%
505000	SUBSCRIPTIONS,MAGS,MAPS	250	275	.00	.00	.00	275.00	.0%
507000	BOOKS	300	275	.00	.00	.00	275.00	.0%
525000	GAS AND OIL	1,200	1,200	953.05	31.32	.00	246.95	79.4%
535500	WEARING APPAREL	250	250	.00	.00	.00	250.00	.0%
546000	MINOR EQUIPMENT	300	300	.00	.00	.00	300.00	.0%
559000	OTHER OPERATING MATL/SPLY	300	300	.00	.00	.00	300.00	.0%
559100	OTHER OPER.MATLS-FULL R	100	100	.00	.00	.00	100.00	.0%
559200	OTHER OPER.MATLS-D.A.R.E.	100	100	.00	.00	.00	100.00	.0%
570000	MTR VEHICLE REP. PTS/SPL	2,600	2,600	1,208.65	.00	910.30	481.05	81.5%
602006	HOME ARP ADMIN	0	30,000	25,000.00	.00	.00	5,000.00	83.3%
604901	TOURISM COMMISSION	691,454	691,454	.00	.00	.00	691,454.00	.0%
604903	COMM.HOUSING DEV. ORG.	189,196	189,196	11,090.00	.00	.00	178,106.00	5.9%
604906	RECORDING FEES	300	300	26.00	.00	.00	274.00	8.7%
604910	PUB.SERV.GRANT EXPENSE	50,000	1,000	.00	.00	.00	1,000.00	.0%
604914	FACADE IMPR.PROGRAM	30,000	0	.00	.00	.00	.00	.0%
604999	OTHER	1,300	50,300	45,245.00	.00	.00	5,055.00	90.0%
606000	TELEPHONE AND TELEGRAPH	900	900	.00	.00	.00	900.00	.0%
611000	TRAVEL EXPENSE	3,900	3,900	1,407.48	.00	.00	2,492.52	36.1%
615000	ADVERTISING	900	900	249.60	.00	.00	650.40	27.7%
638400	MOTOR VEHICLE EQ. R&M	1,000	1,000	159.95	.00	.00	840.05	16.0%
641000	OFFICE EQUIPMENT RENT	2,500	2,500	2,321.48	.00	.00	178.52	92.9%
684000	DUES AND MEMBERSHIPS	400	400	.00	.00	.00	400.00	.0%
684500	REGISTRATION FEE/TUITION	2,000	2,000	-200.00	.00	.00	2,200.00	-10.0%
725401	CDBG FULL REHAB	0	650	650.00	.00	.00	.00	100.0%
725402	CDBG HOUSING REPR	0	591,681	591,681.00	84,165.00	.00	.00	100.0%
725403	HOME FULL REHAB	0	11,711	.00	.00	.00	11,711.00	.0%
7900EN	MISC PROJECTS-ENTITLEMENT	0	92,419	.00	.00	.00	92,419.00	.0%
7900HM	MISC PROJECTS-HOME	0	810,755	.00	.00	.00	810,755.00	.0%
TOTAL CDBG-ENTITLEMENTS		1,336,090	2,819,951	871,832.03	104,480.05	910.30	1,947,208.67	30.9%
TOTAL EXPENSES		1,336,090	2,819,951	871,832.03	104,480.05	910.30	1,947,208.67	

086 SPEC SALES TAX-P&R/UNIV IMPROV

086300 SPEC SALES TAX/RECREATION MAIN

EXPENSE REPORT

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086	SPEC SALES TAX-P&R/UNIV IMPROV	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400000	REGULAR WAGES	41,560	41,560	33,846.12	3,076.92	.00	7,713.88	81.4%
460000	STATE RETIREMENT	7,240	7,240	5,889.18	535.38	.00	1,350.82	81.3%
470000	F.I.C.A. TAXES	3,180	3,180	2,589.23	235.39	.00	590.77	81.4%
491000	WORKMAN'S COMPENSATION	1,000	1,000	.00	.00	.00	1,000.00	.0%
729504	SULLIVAN PARK SPLASH PA	221	221	.00	.00	.00	221.00	.0%
729506	HBURG AMERICAN ARTS CENTER	0	20,045	.00	.00	.00	20,045.00	.0%
729507	TATUM TENNIS RENOVATION	0	1,850	.00	.00	.00	1,850.00	.0%
7295PR	CAPITAL PROJECTS	3,496,500	8,264,640	6,390,766.30	714,044.37	134,526.34	1,739,347.36	79.0%
	TOTAL SPEC SALES TAX/RECREATION M	3,549,701	8,339,736	6,433,090.83	717,892.06	134,526.34	1,772,118.83	78.8%
086602 SPEC SALES TAX P&R/UNIV IMPROV								
602500	LEGAL	0	89,206	.00	.00	.00	89,206.00	.0%
604901	TOURISM COMMISSION	1,496,500	1,325,000	1,485,620.16	157,746.54	.00	-160,620.16	112.1%
683200	BANK SERV/TRF FEE	0	0	379.48	.00	.00	-379.48	100.0%
	TOTAL SPEC SALES TAX P&R/UNIV IMP	1,496,500	1,414,206	1,485,999.64	157,746.54	.00	-71,793.64	105.1%
	TOTAL EXPENSES	5,046,201	9,753,942	7,919,090.47	875,638.60	134,526.34	1,700,325.19	
087 INDUSTRIAL PARK DEVELOPMENT								
087601 INDUSTRIAL PK-G.O.ACQUISITIONS								
600500	ADMINISTRATIVE FEE	0	0	2,625.00	.00	.00	-2,625.00	100.0%
601000	AUDITING AND ACCOUNTING	0	0	7,950.00	.00	.00	-7,950.00	100.0%
601500	ENGINEERING	0	0	28,080.00	.00	.00	-28,080.00	100.0%
602001	ECONOMIC DEVELOPMENT CONSULTI	0	0	480,000.00	120,000.00	.00	-480,000.00	100.0%
602500	LEGAL	0	0	28,450.97	6,250.00	.00	-28,450.97	100.0%
625500	PUBLIC LIAB/PROPERTY DAM	0	0	11,731.00	.00	.00	-11,731.00	100.0%
639900	OTHER REPAIRS AND MAINT.	0	0	1,275.00	.00	.00	-1,275.00	100.0%
639902	RAIL SPURS MAINTENANCE	0	0	25,129.93	.00	.00	-25,129.93	100.0%
	TOTAL INDUSTRIAL PK-G.O.ACQUISITI	0	0	585,241.90	126,250.00	.00	-585,241.90	100.0%
	TOTAL EXPENSES	0	0	585,241.90	126,250.00	.00	-585,241.90	
088 PUBLIC SAFETY/REC CONSTRUCTION								
088603 PUBLIC SAFETY/REC CONSTRUCTION								

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088	PUBLIC SAFETY/REC CONSTRUCTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
710022	POLICE DEPARTMENT	614,000	614,000	217,829.45	.00	.00	396,170.55	35.5%
729501	HALL AVENUE OVERPASS	11,267,000	28,916,591	10,819,169.42	769,235.73	.00	18,097,421.58	37.4%
729575	GORDONS CRK BANK STABILIZATIO	0	300,000	114,175.74	.00	.00	185,824.26	38.1%
	TOTAL PUBLIC SAFETY/REC CONSTRUCT	11,881,000	29,830,591	11,151,174.61	769,235.73	.00	18,679,416.39	37.4%
	TOTAL EXPENSES	11,881,000	29,830,591	11,151,174.61	769,235.73	.00	18,679,416.39	
093 2016 W&S SYSTEM PROJECT								
093695 2016 W&S SYSTEMS PROJ-CONSTRUC								
722075	CIPP SEWER VARIOUS LOCATIONS	0	0	143,635.25	.00	.00	-143,635.25	100.0%
729599	MISC.OTHER IMPROVEMENTS	1,700,000	1,676,138	.00	.00	.00	1,676,138.00	.0%
	TOTAL 2016 W&S SYSTEMS PROJ-CONST	1,700,000	1,676,138	143,635.25	.00	.00	1,532,502.75	8.6%
	TOTAL EXPENSES	1,700,000	1,676,138	143,635.25	.00	.00	1,532,502.75	
094 2012 W&S REVENUE BOND CONST								
094500 '12 W&S BOND CONST-TRANSFERS								
900010	T/T WATER & SEWER B&I	0	65	.00	.00	.00	65.00	.0%
	TOTAL '12 W&S BOND CONST-TRANSFER	0	65	.00	.00	.00	65.00	.0%
	TOTAL EXPENSES	0	65	.00	.00	.00	65.00	
095 2019 FIRE STATION CONSTRUCTION								
095635 2019 FIRE STATION CONSTRUCTION								
715002	FIRE STATION #2	946,000	946,441	.00	.00	.00	946,441.00	.0%
	TOTAL 2019 FIRE STATION CONSTRUCT	946,000	946,441	.00	.00	.00	946,441.00	.0%
	TOTAL EXPENSES	946,000	946,441	.00	.00	.00	946,441.00	
097 INFRA IMPROVE-INTRNT SALES TAX								

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097	INFRA IMPROVE-INTRNT SALES TAX	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
097201 INFRA IMPROVE-INTRNT SALES TAX								
721006	N 28TH AVE BRIDGE	0	657,418	544,789.35	.00	.00	112,628.55	82.9%
723029	HARDY ST ROUNDABOUT	0	422,126	422,115.71	.00	.00	10.58	100.0%
723057	LINCOLN RD PAVING/OVERLAY	0	1,199,228	1,199,192.12	20,428.11	.00	35.45	100.0%
723099	OTHER STREET IMPR.	2,089,063	3,394,241	595,123.18	302,762.33	.00	2,799,118.06	17.5%
	TOTAL INFRA IMPROVE-INTRNT SALES	2,089,063	5,673,013	2,761,220.36	323,190.44	.00	2,911,792.64	48.7%
	TOTAL EXPENSES	2,089,063	5,673,013	2,761,220.36	323,190.44	.00	2,911,792.64	
098 K.P.ZOO CAPITAL IMPROVEMENT								
098341 K.P.ZOO CAPITAL-KPZ								
729599	MISC.OTHER IMPROVEMENTS	2,370	2,369	.00	.00	.00	2,369.00	.0%
	TOTAL K.P.ZOO CAPITAL-KPZ	2,370	2,369	.00	.00	.00	2,369.00	.0%
	TOTAL EXPENSES	2,370	2,369	.00	.00	.00	2,369.00	
105 2013 W&S BOND CONSTRUCTION								
105500 '13 W&S BOND CONST-TRANSFERS								
900010	T/T WATER & SEWER B&I	0	572	.00	.00	.00	572.00	.0%
	TOTAL '13 W&S BOND CONST-TRANSFER	0	572	.00	.00	.00	572.00	.0%
	TOTAL EXPENSES	0	572	.00	.00	.00	572.00	
107 SPECIAL SALES TAX-T&A								
107706 SPEC.SALES TAX-T&A EXPEND.								
604901	TOURISM COMMISSION	0	0	781,926.18	91,665.21	.00	-781,926.18	100.0%
604902	CONVENTION COMMISSION	0	0	5,738,331.68	586,312.55	.00	-5,738,331.68	100.0%
	TOTAL SPEC.SALES TAX-T&A EXPEND.	0	0	6,520,257.86	677,977.76	.00	-6,520,257.86	100.0%
	TOTAL EXPENSES	0	0	6,520,257.86	677,977.76	.00	-6,520,257.86	

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109	GROUP INSURANCE TRUST FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
109 GROUP INSURANCE TRUST FUND								
109704 GROUP INS.TRUST-T&A EXPEND.								
683200	BANK SERV/TRF FEE	0	0	72.00	.00	.00	-72.00	100.0%
683300	ADMIN PAID	0	0	593,036.35	.00	.00	-593,036.35	100.0%
683400	CLAIMS PAID	0	0	3,554,339.66	249,139.89	.00	-3,554,339.66	100.0%
	TOTAL GROUP INS.TRUST-T&A EXPEND.	0	0	4,147,448.01	249,139.89	.00	-4,147,448.01	100.0%
	TOTAL EXPENSES	0	0	4,147,448.01	249,139.89	.00	-4,147,448.01	
	GRAND TOTAL	170,175,808	222,849,041	195,544,557.78	14,850,274.68	3,555,502.62	23,748,980.60	89.3%
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REPORT OPTIONS

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Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 22, 2023

Re: Acknowledge receipt of the Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and adopt the same for the City of Hattiesburg for the fiscal year beginning October 1, 2023 and ending September 30, 2024; and authorize publication of public hearing for September 18, 2023 before the council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.
File Number: 2023-538
Minute Book #

Summary

Recommendation Statement

Please place this on the August 22, 2023 City Council meeting for consideration.

**UNIFORM
ASSESSMENT SCHEDULE**

**For
SPECIAL EQUIPMENT,
SEMI-TRAILERS, CONCESSION TRAILERS,
UTILITY TRAILERS,
BOAT TRAILERS,
HORSE AND STOCK TRAILERS**

FISCAL YEAR

2023-2024

AUGUST 1, 2023 THROUGH JULY 31, 2024

**Adopted by
DEPARTMENT OF REVENUE
Jackson, Mississippi**

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SEMI-TRAILERS

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ORDER ADOPTING ASSESSMENT SCHEDULE FOR
MOTOR VEHICLE AD VALOREM TAXES FOR THE
FISCAL YEAR 2023-2024

WHEREAS, Section 27-51-15, Miss. Code Ann., provides that motor vehicles shall be assessed uniformly according to value and such assessed value shall be determined by an assessment schedule which shall be prepared and made of minute record by the Department of Revenue and shall be certified to the president of the board of supervisors of the various counties of the state, and to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year; and,

WHEREAS, Section 27-51-19, Miss. Code Ann., provides that the Department of Revenue shall on or before the fifteenth day of June of each year, prepare and adopt an assessment schedule of motor vehicles, as defined in Section 27-51-5, Miss. Code Ann., which such assessment schedule, in its judgment, will tend to equalize the assessed value of property of this class with property of other classes in general, and which schedule, except as otherwise provided in Title 27, Chapter 51, Miss. Code Ann., as amended, shall be used by the tax collector of each county and each municipality and municipal separate school district, in assessing, calculating and collecting ad valorem taxes in each respective jurisdiction on all motor vehicles for such tax; and,

WHEREAS, said schedule, for the Fiscal Year 2023-2024 has been prepared in the manner and way required by law, and the assessment schedule for automobiles and most motorcycles is located in the computer network as part of the VIN/VIS System, with a copy of the schedule for special equipment, trailers, ambulances, and hearses (including motorcycles not included in the VIN/VIS system) attached hereto, and the Department of Revenue, being of the opinion that said schedule complies in all respects with the provisions of the aforesaid statute and amendments and should be adopted:

IT IS, THEREFORE, HEREBY ORDERED AND ADJUDGED that, the schedule for the Fiscal Year 2023-2024, for the assessment of ad valorem taxes for motor vehicles, as provided for by Title 27, Chapter 51, Miss. Code Ann., as amended, be and the same is hereby adopted for the purposes set forth in the aforesaid act and its amendments.

ORDERED AND ADJUDGED on this, the 31st day of May, 2023

DEPARTMENT OF REVENUE,
Chris Graham, Commissioner

By Suzi Chism
Director, Office of Property Tax

**DEPARTMENT OF REVENUE
PROPERTY ASSESSMENT BUREAU**

RULE 9. MOTOR VEHICLE ASSESSMENTS

Pursuant to Miss. Code Ann. Section 27-51-19, the Department of Revenue is required to annually prepare and adopt an assessment schedule for motor vehicles. In preparing this schedule, the Commission shall use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured.

The local tax collector shall be responsible for obtaining a source of MSRP(s) except for new vehicles. The taxpayer shall be responsible for supplying the MSRP for a new vehicle, by submitting a copy of the window sticker with the MSRP, to the tax collector at the time the tag is purchased.

The Department of Revenue will annually furnish to each tax collector an assessment schedule for trailers, motorcycles, special equipment, etc. to be used in the assessment of this type of property. This schedule will be furnished in hard copy or the Department of Revenue may use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured. For any model not listed, assess at 30% of current value if known, or use the "cost when new" multiplied by the percentages listed in the schedule for the years listed.

AUTOMOBILES & LIGHT TRUCKS

ASSESSMENT PERCENTAGES AND EXPLANATION

2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

The motor vehicle assessment adopted by the Department of Revenue, is the computer system package of assessments identified by the VIN (vehicle identification number). If the VIN does not produce an assessed value, the MSRP (manufacturer's suggested retail price) is entered in the system and is multiplied by the applicable percentage for the year in which the vehicle was manufactured.

The above percentages are used to calculate the assessed value for automobiles and light trucks. These percentages represent the assessment ratio of 30% less applicable depreciation. The appropriate percentage is multiplied by the MSRP of the vehicle being tagged to arrive at the assessed value. For 2014 and older models the assessed value is \$100.

The Mississippi Constitution mandates that motor vehicles be assessed at 30% of true value. The Commission estimates that the true value of a new vehicle is approximately 90% of the MSRP. **The 30% assessment ratio multiplied by 90% produces an effective percentage of 27% that would be multiplied by the MSRP of new vehicles to arrive at assessed value.**

The Road and Privilege Tax on all passenger vehicles is \$15.00. See Sections 27-19-5 and 27-19-9, Miss. Code Ann., for the privilege tax on motorcycles, ambulances, hearses, school and church buses, and taxicabs.

AMBULANCES & HEARSE

ASSESSMENT PERCENTAGES

2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

MOTORCYCLES

ASSESSMENT PERCENTAGES

2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014 & older
27%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing motorcycles enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, use the "cost when new" multiplied by the percentages for the years listed.

SPECIAL EQUIPMENT & TRAILERS

ASSESSMENT PERCENTAGES

2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014 & older
30%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing special equipment or trailers enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, assess at 30% of current value if known or use the "cost when new" multiplied by the percentages for the years listed.

SEMI-TRAILERS

VAN TYPE

VALUES

***DRY FREIGHT
ALL PURPOSE***

**Aluminum, Plywood Walls,
Wood Floor**

40' - 43'-----	\$	33,641
45'-----	\$	39,760
48'-----	\$	41,842
53'-----	\$	43,924



SEMI-TRAILERS

SIDE CURTAIN

VALUES

DRY FREIGHT

Steel and Aluminum

45'-----	\$	45,288
48'-----	\$	48,480
53'-----	\$	50,904



SEMI-TRAILERS**REFRIGERATED****VALUES*****REFRIGERATED
aka REEFER*****Aluminum, Insulated,
Extruded Aluminum Floor**

40' - 43'-----	\$	73,087
45'-----	\$	78,292
48'-----	\$	82,801
53'-----	\$	85,136

**SEMI-TRAILERS****DROP DECK VAN****VALUES****Aluminum, Plywood Walls, Hardwood
Floor**

40' - 45'-----	\$	55,205
48'-----	\$	61,765
53'-----	\$	64,982



SEMI-TRAILERS**FLATBED TYPE****VALUES*****FLATBED*****Steel, Wood Floor**

40'-----	\$	41,766
45'-----	\$	43,381
48'-----	\$	44,794
53'-----	\$	49,942

**SEMI-TRAILERS****FLATBED TYPE****VALUES*****FLATBED*****Aluminum**

40'-----	\$	48,704
45'-----	\$	50,320
48'-----	\$	51,732
53'-----	\$	56,880



SEMI-TRAILERS**FLATBED TYPE****VALUES****Steel, Wood Floor*****DROP DECK FLAT***

40' - 43'-----	\$	52,880
45'-----	\$	54,572
48'-----	\$	56,263
53'-----	\$	57,954

**SEMI-TRAILERS****FLATBED TYPE****VALUES*****DROP DECK FLAT*****Aluminum**

40' - 43'-----	\$	60,742
45'-----	\$	62,434
48'-----	\$	64,124
53'-----	\$	65,815



<u>SEMI-TRAILERS</u>	LOWBOY	VALUES
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<i>LOWBOY</i>	Fixed Gooseneck	
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25 Ton-----	\$	69,264
35 Ton-----	\$	73,607
50 Ton-----	\$	79,247
60 Ton-----	\$	83,532



<u>SEMI-TRAILERS</u>	LOWBOY	VALUES
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<i>LOWBOY</i>	Detachable Gooseneck	
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25 Ton-----	\$	77,864
35 Ton-----	\$	82,207
50 Ton-----	\$	87,847
60 Ton-----	\$	92,132



SEMI-TRAILERS**LOG TRAILER****VALUES*****LOG TRAILER***

4 Bolster-----
Home Made-----

\$ 24,480
\$ 12,000

**SEMI-TRAILERS****FEED TRAILER****VALUES*****FEED***

Aluminum-----

\$ 59,976



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
PNEUMATIC DRY BULK aka POSSUM BELLY	Aluminum	
	40' or less-----	\$ 100,664
	42' -----	\$ 103,116
Cement, Lime, Sand, Etc.	Steel	
	40' or less-----	\$ 76,819
	42' -----	\$ 79,271



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
ASPHALT	Aluminum, Mild Steel	
	Liquid Asphalt-----	\$ 69,038



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>Uncoded</i>	Stainless Steel	
	Less than 7000 Gal-----	\$ 82,627
	7000 Gal-----	\$ 88,398
	More than 7000 Gal-----	\$ 91,774

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
MC 406, 407 & 408	Stainless Steel	
	Multi-Purpose cargo	
	Less than 7000 Gal-----	\$ 96,884
	7000 Gal-----	\$ 102,655
	More than 7000 Gal-----	\$ 106,031

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
MC 200, 201 & 312	Stainless Steel	
	Rubber Lined	
	Less than 7000 Gal-----	\$ 109,374
	7000 Gal-----	\$ 115,145
	More than 7000 Gal-----	\$ 118,520

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
MC 331	Stainless Steel	
	Compressed gases	
	Less than 7000 Gal-----	\$ 123,821
	7000 Gal-----	\$ 129,592
	More than 7000 Gal-----	\$ 132,967



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>Uncoded</i>	Aluminum	
	Less Than 8,000 Gallons-----	\$ 71,339
	8,000 – 9,000 Gallons-----	\$ 71,724
	10,000 Gallons-----	\$ 74,780

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
MC 406,407 & 408	Aluminum	
	Multi-Purpose cargo	
	Less Than 8,000 Gallons-----	\$ 96,888
	8,000 – 9,000 Gallons-----	\$ 97,273
	10,000 Gallons-----	\$ 100,330

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
MC 200, 201 &312	Aluminum	
	Rubber Lined	
	Less Than 8,000 Gallons-----	\$ 107,657
	8,000 – 9,000 Gallons-----	\$ 108,042
	10,000 Gallons-----	\$ 111,098

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
MC 331	Aluminum	
	Compressed gases	
	Less Than 8,000 Gallons-----	\$ 122,104
	8,000 – 9,000 Gallons-----	\$ 122,489
	10,000 Gallons-----	\$ 125,545



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>LIQUIFIED GASES</i> MC 308	Aluminum, Carbon Steel	
	Less Than 8,000 Gallons-----	\$ 111,061
	8,000 – 9,000 Gallons-----	\$ 111,432
	10,000 Gallons-----	\$ 114,398



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>SANITARY</i>	Less Than 8,000 Gallons-----	\$ 61,932
<i>FOOD GRADE</i>	8,000 – 9,000 Gallons-----	\$ 67,531
Milk, Water, Syrup, Etc.	10,000 Gallons-----	\$ 70,806



SEMI-TRAILERS**GRAIN****VALUES*****GRAIN*****Hopper & Conveyor (Walking Floor)*****Aluminum***

1 Hopper & Conveyor-----	\$	50,323
2 Hopper & Conveyor-----	\$	51,892
3 or more Hopper-----	\$	53,122

Steel

1 Hopper & Conveyor-----	\$	39,308
2 Hopper & Conveyor-----	\$	40,877
3 or more Hopper-----	\$	42,107

**SEMI-TRAILERS****LIVESTOCK****VALUES*****LIVESTOCK******Aluminum***

Less Than 42'-----	\$	71,202
43'- 47'-----	\$	75,228
48'-----	\$	80,165
53'-----	\$	82,502

Stainless Steel

Less Than 42'-----	\$	63,928
43'- 47'-----	\$	67,954
48'-----	\$	72,890
53'-----	\$	75,228



SEMI-TRAILERS**DUMP TYPE****VALUES****Aluminum**

24'-33'-----	\$	65,167
34'-35'-----	\$	72,246
36'-----	\$	73,156

Stainless Steel

24'-33'-----	\$	53,087
34'-35'-----	\$	60,166
36'-----	\$	61,075



<u>SEMI-TRAILERS</u>	AUTO TRANSPORT	VALUES
	Most-----	\$ 78,780



<u>SEMI-TRAILERS</u>	CHIP	VALUES
<i>CHIP</i>	Aluminum	
	42'-----	\$ 36,010
	45'-----	\$ 36,865
	48'-----	\$ 41,483
	53'-----	\$ 42,338



**CONCESSION
TRAILERS**

BUMPER PULL

VALUES

5X10-----	\$	11,500
6X10-----	\$	12,000
6X12-----	\$	12,650
6X14-----	\$	14,750
7X14-----	\$	21,600
7X16-----	\$	22,600
7X18-----	\$	23,285
7X20-----	\$	24,385
8X12-----	\$	19,500
8X14-----	\$	19,995
8X16-----	\$	20,995
8X18-----	\$	26,995
8X20-----	\$	31,990
8X24-----	\$	33,990
8X28-----	\$	35,799
8X30-----	\$	37,500



**CONCESSION
TRAILERS**

BBQ TRAILER

VALUES

8X16-----	\$	30,000
8X18-----	\$	32,000
8X20-----	\$	34,000
8X28-----	\$	51,995
8X32-----	\$	71,995



**CONCESSION
TRAILERS**

GOOSENECK

VALUES

8X20-----	\$	34,000
8X36-----	\$	53,000



UTILITY TRAILER

MOTORCYCLE

VALUES

PULL BEHIND

ALL-----

\$ 1,500



MOTORCYCLE

VALUES

**PULL BEHIND
CAMPER**

ALL-----

\$ 2,500



<u>UTILITY TRAILER</u>	<u>SINGLE OR DOUBLE AXLE</u>	<u>VALUES</u>
FLAT BED, TILT OR DROP GATE	4X6-----	\$ 548
	4X8-----	\$ 700
	4X10-----	\$ 850
	5X8-----	\$ 1,000
	5X10-----	\$ 1,345
	5X12-----	\$ 1,570
	5X14-----	\$ 1,595
	6X8-----	\$ 1,625
	6X10-----	\$ 1,670
	6X12-----	\$ 1,750
	6X14-----	\$ 1,765
	6X16-----	\$ 1,775
	6X18-----	\$ 2,265
	7X10-----	\$ 2,225
	7X12-----	\$ 2,335
	7X14-----	\$ 2,725
	7X16-----	\$ 2,775
	7X18-----	\$ 3,105
	7X20-----	\$ 3,650
	8X12-----	\$ 3,770
	8X14-----	\$ 4,022
	8X16-----	\$ 4,144
	8X18-----	\$ 4,327
	8X20-----	\$ 4,509
	9X12-----	\$ 4,884
	9X14-----	\$ 5,259
	9X16-----	\$ 5,634
	9X18-----	\$ 6,009
	9X20-----	\$ 6,384
	9X24-----	\$ 6,759



UTILITY TRAILER**DUMP****VALUES**

4X6-----	\$	2,680
4X8-----	\$	3,200
4X9-----	\$	4,000
5X8-----	\$	5,200
5X10-----	\$	5,690
5X12-----	\$	6,080
6X10-----	\$	6,752
6X12-----	\$	6,880
6X14-----	\$	6,960
6X16-----	\$	7,000
7X10-----	\$	7,024
7X12-----	\$	7,072
7X14-----	\$	7,200
7X16-----	\$	7,344
7X20-----	\$	7,392
8X16-----	\$	7,520
8X18-----	\$	7,760
9X20-----	\$	8,616



<u>UTILITY TRAILER</u>	EQUIPMENT	VALUES	
SOLID FLOOR WITH RAMPS OR DOVE TAIL	6X20-----	\$	2,200
	6X24-----	\$	3,190
	7X14-----	\$	3,580
	7X16-----	\$	3,690
	7X18-----	\$	3,750
	7X20-----	\$	3,945
	7X24-----	\$	4,000
	8X20-----	\$	4,350
	8X25-----	\$	4,575
	9X18-----	\$	4,590
	9X24-----	\$	4,610
	9X26-----	\$	4,690



<u>UTILITY TRAILER</u>	<u>EQUIPMENT</u>	<u>VALUES</u>	
GOOSENECK AND GOOSENECK / PINTEL	6X16-----	\$	3,499
	6X18-----	\$	3,580
	6X20-----	\$	3,629
	6X24-----	\$	4,417
	7X18-----	\$	4,428
	7X20-----	\$	4,622
	7X22-----	\$	4,671
	7X24-----	\$	4,741
	7X26-----	\$	4,763
	8X20-----	\$	4,995
	8X24-----	\$	5,005
	8X26-----	\$	5,070
	9X20-----	\$	5,130
	9X24-----	\$	5,260
	9X26-----	\$	5,616



<u>UTILITY TRAILER</u>	CAR CARRIER	VALUES	
OPEN / DRIVE ON	6X20-----	\$	2,479
	6X24-----	\$	2,647
	7X14-----	\$	2,680
	7X16-----	\$	2,774
	7X18-----	\$	2,900
	7X20-----	\$	3,173
	7X24-----	\$	3,216
	8X20-----	\$	3,337
	8X25-----	\$	3,404
	9X18-----	\$	3,524
	9X24-----	\$	3,678
	9X26-----	\$	3,712



<u>UTILITY TRAILER</u>	CAR CARRIER	VALUES	
ENCLOSED	8X18-----	\$	10,200
	8X20-----	\$	11,700
	8X22-----	\$	12,360
	8X24-----	\$	12,990
	8X26-----	\$	13,680
	8X28-----	\$	13,800
	8X30-----	\$	14,450
	8X32-----	\$	15,000
	8X34-----	\$	15,380
	9X18-----	\$	15,720
	9X20-----	\$	16,290
	9X22-----	\$	16,400
	9X24-----	\$	16,860
	9X26-----	\$	16,990
	9X28-----	\$	17,100
	9X30-----	\$	17,280
	9X32-----	\$	17,310



UTILITY TRAILER	CAR CARRIER	VALUES	
ENCLOSED V- NOSE	8X20-----	\$	11,900
	8X22-----	\$	12,100
	8X24-----	\$	13,225
	8X26-----	\$	13,790
	8X28-----	\$	14,355
	8X30-----	\$	14,820
	8X32-----	\$	15,320
	8X34-----	\$	16,395



<u>UTILITY TRAILER</u>	<u>CAR CARRIER</u>	<u>VALUES</u>	
ENCLOSED	8X20-----	\$	12,970
	8X22-----	\$	13,125
	8X24-----	\$	13,200
GOOSENECK / PINTEL	8X26-----	\$	13,320
	8X28-----	\$	14,510
	8X30-----	\$	14,760
	8X32-----	\$	15,280
	8X34-----	\$	15,500
	8X36-----	\$	15,570
	8X38-----	\$	15,900
	8X40-----	\$	16,375
	8X42-----	\$	16,550
	8X44-----	\$	16,750
	8X46-----	\$	16,900
	8X48-----	\$	17,275
	8X50-----	\$	17,500
	8X53-----	\$	18,090
	9X28-----	\$	18,500
	9X32-----	\$	19,050
	9X44-----	\$	19,900
	9X48-----	\$	26,215
	9X50-----	\$	26,800



UTILITY TRAILER**CARGO****VALUES****PULL BEHIND
TANDEM AXLE**

6X8-----	\$	2,578
6X10-----	\$	3,845
6X12-----	\$	4,132
6X14-----	\$	4,429
6X16-----	\$	4,721
7X12-----	\$	4,323
7X14-----	\$	4,530
7X16-----	\$	4,800
7X18-----	\$	5,113
7X20-----	\$	5,413
7X22-----	\$	5,713
7X24-----	\$	6,013
8X12-----	\$	4,482
8X14-----	\$	5,134
8X16-----	\$	5,334
8X18-----	\$	5,534
8X20-----	\$	5,734
8X22-----	\$	5,934
8X24-----	\$	6,365
8X26-----	\$	6,565
8X28-----	\$	6,765
8X32-----	\$	6,965



<u>UTILITY TRAILER</u>	CARGO	VALUES	
PULL BEHIND TANDEM AXLE V-NOSE	6X12-----	\$	4,658
	6X14-----	\$	4,774
	6X16-----	\$	4,974
	6X18-----	\$	5,159
	6X20-----	\$	5,436
	7X12-----	\$	4,874
	7X14-----	\$	5,205
	7X16-----	\$	5,467
	7X18-----	\$	5,651
	7X20-----	\$	5,890
	7X22-----	\$	6,006
	7X24-----	\$	6,468
	8X14-----	\$	5,544
	8X16-----	\$	5,805
	8X18-----	\$	6,098
	8X20-----	\$	6,483



<u>UTILITY TRAILER</u>	CARGO	VALUES	
PULL BEHIND SINGLE AXLE	4X6-----	\$	1,534
	5X6-----	\$	1,804
	5X8-----	\$	2,074
	5X10-----	\$	2,344
	5X12-----	\$	2,614
	6X10-----	\$	2,694
	6X12-----	\$	2,938
	6X14-----	\$	3,203
	7X12-----	\$	3,453
	7X14-----	\$	3,703
	7X16-----	\$	3,453
	8X12-----	\$	3,703
	8X14-----	\$	3,953



UTILITY TRAILER**CARGO****VALUES****PULL BEHIND
SINGLE AXLE
V-NOSE**

5X8-----	\$	2,592
5X10-----	\$	2,805
5X12-----	\$	2,902
6X10-----	\$	3,018
6X12-----	\$	3,199
6X14-----	\$	3,315
7X12-----	\$	3,605



<u>UTILITY TRAILER</u>	<u>CARGO</u>	<u>VALUES</u>	
GOOSENECK TANDEM AXLE	7X14-----	\$	4,500
	7X16-----	\$	4,650
	7X18-----	\$	4,770
	7X20-----	\$	4,920
	7X22-----	\$	4,990
	7X24-----	\$	5,180
	8X14-----	\$	4,870
	8X16-----	\$	5,050
	8X18-----	\$	5,190
	8X20-----	\$	5,290
	8X22-----	\$	5,505
	8X24-----	\$	5,880



UTILITY TRAILER**CARGO****VALUES****GOOSENECK
TRI-AXLE**

9X34-----	\$	8,990
9X36-----	\$	9,625
9X38-----	\$	10,225
9X40-----	\$	10,800
9X42-----	\$	11,300
9X44-----	\$	11,775
9X46-----	\$	12,400
9X48-----	\$	15,000



BOAT TRAILER**SINGLE AXLE****VALUES**

15'-----	\$	820
16'-----	\$	895
17'-----	\$	1,300
18'-----	\$	1,500
19'-----	\$	1,610
20'-----	\$	1,795
21'-----	\$	2,050
22'-----	\$	2,245



BOAT TRAILER**TANDEM AXLE****VALUES**

17'-----	\$	1,575
18'-----	\$	1,855
19'-----	\$	2,105
20'-----	\$	2,195
21'-----	\$	2,455
22'-----	\$	2,720
23'-----	\$	3,220
24'-----	\$	3,695
25'-----	\$	4,165
26'-----	\$	4,640
27'-----	\$	5,125
28'-----	\$	5,385
29'-----	\$	5,670
30'-----	\$	5,970
31'-----	\$	6,220
32'-----	\$	6,550
33'-----	\$	6,900
34'-----	\$	7,235
35'-----	\$	7,635
36'-----	\$	8,035



BOAT TRAILER**TRI - AXLE****VALUES**

26'-----	\$	5,245
27'-----	\$	5,515
28'-----	\$	5,815
29'-----	\$	6,120
30'-----	\$	6,440
31'-----	\$	6,705
32'-----	\$	7,075
33'-----	\$	7,435
34'-----	\$	7,835
35'-----	\$	8,240
36'-----	\$	8,635
37'-----	\$	9,135
38'-----	\$	9,325
39'-----	\$	10,130
40'-----	\$	10,655



HORSE AND STOCK TRAILERS

4-STAR

HORSE TRAILER TACK/DRESS ROOM

BUMPER PULL

2 HORSE-----	\$	15,254
3 HORSE-----	\$	19,872
4 HORSE-----	\$	24,132

GOOSENECK

2 HORSE-----	\$	18,774
3 HORSE-----	\$	22,900
4 HORSE-----	\$	33,800
5 HORSE-----	\$	42,800
6 HORSE-----	\$	49,916

ALUM-LINE

STOCK TRAILER

BUMPER PULL

14'-----	\$	9,919
16'-----	\$	10,715
18'-----	\$	11,458

GOOSENECK

17'-----	\$	14,640
19'-----	\$	15,383
21'-----	\$	16,019
23'-----	\$	16,868
25'-----	\$	17,504
27'-----	\$	18,354
29'-----	\$	19,043
31'-----	\$	19,944

ALUM-LINE**HORSE TRAILER****BUMPER PULL**

2 HORSE-----	\$	12,624
3 HORSE-----	\$	14,322

GOOSENECK

3 HORSE-----	\$	17,823
4 HORSE-----	\$	19,732
5 HORSE-----	\$	21,324
6 HORSE-----	\$	23,233

**CHARMAC
ALUMINUM****STOCK TRAILER****BUMPER PULL**

16'-----	\$	9,942
18'-----	\$	10,397

GOOSENECK

16'-----	\$	11,447
18'-----	\$	12,625
20'-----	\$	12,837
22'-----	\$	13,367
24'-----	\$	14,004

HORSE TRAILER**BUMPER PULL**

2 HORSE-----	\$	13,528
3 HORSE-----	\$	14,888
4 HORSE-----	\$	16,663

GOOSENECK

2 HORSE-----	\$	15,171
3 HORSE-----	\$	16,727
4 HORSE-----	\$	18,283
5 HORSE-----	\$	20,378
6 HORSE-----	\$	22,421

CHARMAC
STEEL

STOCK TRAILER

BUMPER PULL

12'-----	\$	5,799
14'-----	\$	6,223
26'-----	\$	6,507
18'-----	\$	6,789

GOOSENECK

14'-----	\$	8,347
16'-----	\$	8,630
18'-----	\$	8,913
20'-----	\$	9,196
22'-----	\$	9,765
24'-----	\$	10,330
26'-----	\$	10,572
28'-----	\$	11,387

CHARMAC
STEEL

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	10,118
3 HORSE-----	\$	11,349
4 HORSE-----	\$	14,074

GOOSENECK

2 HORSE-----	\$	13,403
3 HORSE-----	\$	14,357
4 HORSE-----	\$	15,737
5 HORSE-----	\$	17,522
6 HORSE-----	\$	18,407

HORSE TRAILER
WITH LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	36,990
4 HORSE-----	\$	39,130

CIRCLE D**STOCK TRAILER**

GOOSENECK

16'-----	\$	7,532
18'-----	\$	7,850
20'-----	\$	8,275
24'-----	\$	8,911

CM-ALUMINUM**STOCK TRAILER**

BUMPER PULL

16'-----	\$	14,790
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GOOSENECK

16'-----	\$	17,994
20'-----	\$	18,360
24'-----	\$	20,220
28'-----	\$	21,659

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	20,500
3 HORSE-----	\$	23,800
4 HORSE-----	\$	28,050

GOOSENECK

2 HORSE-----	\$	22,525
3 HORSE-----	\$	25,576
4 HORSE-----	\$	29,395
5 HORSE-----	\$	31,150
6 HORSE-----	\$	34,800

CM-STEEL**STOCK TRAILER**

BUMPER PULL

10'-----	\$	4,774
12'-----	\$	5,092
14'-----	\$	5,728
16'-----	\$	5,994
17'-----	\$	6,859

GOOSENECK

12'-----	\$	8,142
14'-----	\$	8,514
16'-----	\$	8,699
20'-----	\$	9,813
24'-----	\$	11,458
28'-----	\$	13,526
32'-----	\$	15,012

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	6,604
3 HORSE-----	\$	9,525

DIAMOND D**STOCK TRAILER**

BUMPER PULL

12'-----	\$	4,698
16'-----	\$	5,074

GOOSENECK

12'-----	\$	6,058
14'-----	\$	6,490
16'-----	\$	7,759
18'-----	\$	8,539
20'-----	\$	8,757
24'-----	\$	9,511
28'-----	\$	10,150
32'-----	\$	10,723

DIAMOND D**HORSE TRAILER
WITH TACK ROOM**

BUMPER PULL

2 HORSE-----	\$	5,404
3 HORSE-----	\$	6,818

GOOSENECK

2 HORSE-----	\$	7,871
3 HORSE-----	\$	7,954
4 HORSE-----	\$	8,213
5 HORSE-----	\$	10,371

DIAMOND D**HORSE TRAILER
WITH DRESS ROOM**

BUMPER PULL

2 HORSE-----	\$	8,743
3 HORSE-----	\$	9,948
4 HORSE-----	\$	11,273

**HORSE TRAILER
WITH TACK/DRESS ROOM**

GOOSENECK

2 HORSE-----	\$	11,473
3 HORSE-----	\$	12,850
4 HORSE-----	\$	14,504
5 HORSE-----	\$	15,475
6 HORSE-----	\$	17,770

**HORSE TRAILER
WITH LIVING QUARTERS**

GOOSENECK

3 HORSE-----	\$	31,117
4 HORSE-----	\$	32,392

DONAHUE**STOCK TRAILER**

GOOSENECK

16'-----	\$	6,895
20'-----	\$	7,903
24'-----	\$	8,699
28'-----	\$	10,609

GOOSENECK w/HALF TOP

16'-----	\$	7,426
20'-----	\$	8,434
24'-----	\$	8,911

STOCK/COMBO TRAILER

GOOSENECK

16'-----	\$	7,850
20'-----	\$	8,964
24'-----	\$	9,654

DREAM COACH
EMERALD**HORSE TRAILER**

BUMPER PULL

EMERALD 1-----	\$	15,489
EMERALD 2-----	\$	15,798

GOOSENECK

EMERALD 1	2 HORSE-----	\$	16,868
EMERALD 2	2 HORSE-----	\$	17,133
EMERALD 1	3 HORSE-----	\$	18,327
EMERALD 2	3 HORSE-----	\$	18,804

HORSE TRAILER
W/LIVING QUARTERS

EMERALD 1	2 HORSE-----	\$	20,502
EMERALD 2	2 HORSE-----	\$	22,787
EMERALD 1	3 HORSE-----	\$	23,287
EMERALD 2	3 HORSE-----	\$	23,764

DREAM COACH
SILVER/PLATINUM

HORSE TRAILER

BUMPER PULL

SILVER-----	\$	17,597
PLATINUM-----	\$	20,151

GOOSENECK

2 HORSE SILVER-----	\$	19,096
2 HORSE PLATINUM-----	\$	23,076
3 HORSE SILVER-----	\$	24,128
3 HORSE PLATINUM-----	\$	27,902

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE SILVER-----	\$	24,400
2 HORSE PLATINUM-----	\$	27,530
3 HORSE SILVER-----	\$	27,742
3 HORSE PLATINUM-----	\$	30,713

ELITE

STOCK TRAILER

BUMPER PULL

16'-----	\$	13,172
18'-----	\$	14,800

GOOSENECK

16'-----	\$	13,090
20'-----	\$	14,259
24'-----	\$	16,098
28'-----	\$	16,985

ELITE**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	20,369
3 HORSE-----	\$	24,400

GOOSENECK

2 HORSE-----	\$	22,173
3 HORSE-----	\$	26,231
4 HORSE-----	\$	31,049
5 HORSE-----	\$	35,487
6 HORSE-----	\$	40,049

EXISS**STOCK TRAILER**

BUMPER PULL

13'-----	\$	13,155
16'-----	\$	14,693

STOCK/COMBO TRAILER

BUMPER PULL

13'-----	\$	14,799
16'-----	\$	16,762

GOOSENECK

16'-----	\$	14,746
18'-----	\$	15,652
20'-----	\$	16,974
24'-----	\$	19,096

EXISS**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	14,158
3 HORSE-----	\$	16,195

GOOSENECK

2 HORSE-----	\$	15,431
3 HORSE-----	\$	16,598
4 HORSE-----	\$	26,556
5 HORSE-----	\$	31,789
6 HORSE-----	\$	33,233

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	48,678
4 HORSE-----	\$	61,524
7 HORSE-----	\$	74,686

FEATHERLITE
ALUMINUM**STOCK TRAILER**

BUMPER PULL

10'-----	\$	11,850
12'-----	\$	12,346
14'-----	\$	13,290
16'-----	\$	14,335
18'-----	\$	14,708

GOOSENECK

16'-----	\$	15,341
18'-----	\$	15,750
20'-----	\$	16,175
24'-----	\$	17,706
30'-----	\$	22,261

FEATHERLITE
ALUMINUM

STOCK/COMBO TRAILER

BUMPER PULL

12'-----	\$	11,380
16'-----	\$	12,423
18' 3 HORSE-----	\$	18,170
20' 4 HORSE-----	\$	19,716

GOOSENECK

16'-----	\$	17,670
18'-----	\$	17,689
20'-----	\$	18,785
24'-----	\$	20,379

FEATHERLITE
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	21,620
3 HORSE-----	\$	29,189
4 HORSE-----	\$	33,206

GOOSENECK

2 HORSE-----	\$	29,141
3 HORSE-----	\$	30,144
4 HORSE-----	\$	86,770
5 HORSE-----	\$	100,100
6 HORSE-----	\$	109,085
7 HORSE-----	\$	115,047
8 HORSE-----	\$	122,870

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE-----	\$	55,408
3 HORSE-----	\$	66,719
4 HORSE-----	\$	66,975

**FEATHERLITE
STEEL**

STOCK TRAILER

BUMPER PULL

12'-----	\$	4,925
16'-----	\$	5,415

GOOSENECK

12'-----	\$	5,994
14'-----	\$	6,482
16'-----	\$	7,620
18'-----	\$	8,407
20'-----	\$	8,537
24'-----	\$	9,325

**FEATHERLITE
STEEL**

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	9,628
3 HORSE-----	\$	10,999
4 HORSE-----	\$	12,290

GOOSENECK

2 HORSE-----	\$	12,500
3 HORSE-----	\$	13,957
4 HORSE-----	\$	15,734
5 HORSE-----	\$	16,739
6 HORSE-----	\$	19,178

HORSE TRAILER w/LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	36,824
4 HORSE-----	\$	38,539

HART**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	17,717
3 HORSE-----	\$	21,191

GOOSENECK

2 HORSE-----	\$	21,562
3 HORSE-----	\$	25,037
4 HORSE-----	\$	28,026
5 HORSE-----	\$	35,434

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE-----	\$	34,387
3 HORSE-----	\$	39,240
4 HORSE-----	\$	45,499

HILLSBORO
ALUMINUM**STOCK TRAILER**

GOOSENECK

16'-----	\$	18,241
18'-----	\$	19,736
20'-----	\$	20,772
22'-----	\$	21,444
24'-----	\$	21,900
26'-----	\$	26,833
28'-----	\$	27,538
30'-----	\$	33,493
32'-----	\$	34,303
34'-----	\$	35,095

HILLSBORO
STEEL

STOCK TRAILER

GOOSENECK

16'-----	\$	8,221
18'-----	\$	8,672
20'-----	\$	8,999
24'-----	\$	10,294
28'-----	\$	12,318

HILLSBORO
ALUMINUM

STOCK/COMBO TRAILER

GOOSENECK

3 HORSE-----	\$	22,766
4 HORSE-----	\$	26,140

STEEL

3 HORSE-----	\$	11,230
4 HORSE-----	\$	12,477

JACKSON

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	12,853
3 HORSE-----	\$	15,022
4 HORSE-----	\$	16,709

GOOSENECK

2 HORSE-----	\$	15,786
3 HORSE-----	\$	19,202
4 HORSE-----	\$	23,283
6 HORSE-----	\$	28,278

KIEFER BUILT
ALUMINUM

STOCK TRAILER

BUMPER PULL

16'-----	\$	11,882
18'-----	\$	13,632
20'-----	\$	13,950

GOOSENECK

16'-----	\$	17,239
18'-----	\$	18,035
20'-----	\$	18,141
22'-----	\$	19,255
24'-----	\$	20,157
26'-----	\$	23,817
28'-----	\$	23,870
30'-----	\$	24,050
32'-----	\$	24,165
34'-----	\$	25,389
36'-----	\$	27,279
38'-----	\$	29,222
40'-----	\$	31,290

KIEFER BUILT
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	17,356
3 HORSE-----	\$	18,756

GOOSENECK

2 HORSE-----	\$	23,251
3 HORSE-----	\$	25,835
4 HORSE-----	\$	27,689
5 HORSE-----	\$	31,814
6 HORSE-----	\$	33,895

KIEFER BUILT
ALUMINUM SKIN

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	10,845
3 HORSE-----	\$	11,300
4 HORSE-----	\$	13,105

GOOSENECK

2 HORSE-----	\$	14,600
3 HORSE-----	\$	21,170
4 HORSE-----	\$	23,345

LOGAN COACH

STOCK TRAILER

BUMPER PULL

13'-----	\$	4,905
16'-----	\$	5,730

GOOSENECK

16'-----	\$	8,735
18'-----	\$	9,224
20'-----	\$	9,377
24'-----	\$	10,502

LOGAN COACH

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	11,675
3 HORSE-----	\$	13,845
4 HORSE-----	\$	15,450

GOOSENECK

2 HORSE-----	\$	13,192
3 HORSE-----	\$	18,261
4 HORSE-----	\$	23,727

MERHOW
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	15,745
3 HORSE-----	\$	19,695
4 HORSE-----	\$	22,670

GOOSENECK

2 HORSE-----	\$	19,760
3 HORSE-----	\$	23,660
4 HORSE-----	\$	26,560

MERHOW
STEEL

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	12,895
3 HORSE-----	\$	16,073
4 HORSE-----	\$	18,850

GOOSENECK

2 HORSE-----	\$	16,690
3 HORSE-----	\$	19,930
4 HORSE-----	\$	22,448

PONDEROSA
STEEL

STOCK TRAILER

14'-----	\$	3,554
16'-----	\$	3,729
18'-----	\$	3,914

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	4,495
3 HORSE-----	\$	5,295

GOOSENECK

3 HORSE-----	\$	6,995
4 HORSE-----	\$	7,495

SOONER TRAILER**STOCK TRAILER**

GOOSENECK

16'-----	\$	13,890
20'-----	\$	14,170
24'-----	\$	18,501
26'-----	\$	22,840
28'-----	\$	23,862

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	15,122
3 HORSE-----	\$	17,600

GOOSENECK

2 HORSE-----	\$	15,900
3 HORSE-----	\$	21,715
4 HORSE-----	\$	25,367
5 HORSE-----	\$	25,759
6 HORSE-----	\$	40,328

SUNDOWNER**STOCK TRAILER**

BUMPER PULL

12'-----	\$	12,932
14'-----	\$	13,743
16'-----	\$	14,274
18'-----	\$	14,762
20'-----	\$	15,505
22'-----	\$	16,003

GOOSENECK

16'-----	\$	15,324
18'-----	\$	15,770
20'-----	\$	16,751
22'-----	\$	17,526
24'-----	\$	18,088
26'-----	\$	18,788
28'-----	\$	22,204
30'-----	\$	23,228

SUNDOWNER**STOCK TRAILER****GOOSENECK CONTINUED**

32'-----	\$	23,711
34'-----	\$	24,416
36'-----	\$	25,132
38'-----	\$	25,864
40'-----	\$	26,580

SUNDOWNER**HORSE TRAILER****BUMPER PULL**

2 HORSE-----	\$	15,442
3 HORSE-----	\$	16,995
4 HORSE-----	\$	20,847

GOOSENECK

2 HORSE-----	\$	19,179
3 HORSE-----	\$	24,795
4 HORSE-----	\$	30,455
5 HORSE-----	\$	35,174
6 HORSE-----	\$	37,894
7 HORSE-----	\$	43,466
8 HORSE-----	\$	47,003
9 HORSE-----	\$	49,250
10 HORSE-----	\$	49,542

HORSE TRAILER w/LIVING QUARTERS

2 HORSE-----	\$	62,969
3 HORSE-----	\$	70,304
4 HORSE-----	\$	76,340

THURO-BILT**STOCK TRAILER****BUMPER PULL**

SPIRIT-----	\$	4,710
13'-----	\$	5,341
17'-----	\$	6,328
19'-----	\$	6,826

HORSE TRAILER

2 HORSE-----	\$	9,426
3 HORSE-----	\$	11,256
4 HORSE-----	\$	12,348

TITAN**STOCK TRAILER****BUMPER PULL**

10'-----	\$	5,810
12'-----	\$	5,953
14'-----	\$	6,159
16'-----	\$	6,318
18'-----	\$	7,278
20'-----	\$	7,518

GOOSENECK

10'-----	\$	8,362
12'-----	\$	8,521
14'-----	\$	8,965
16'-----	\$	9,248
18'-----	\$	9,445
20'-----	\$	9,723
22'-----	\$	10,502
24'-----	\$	11,277
26'-----	\$	11,760
28'-----	\$	12,237
30'-----	\$	12,704
32'-----	\$	13,174

TITAN**HORSE TRAILER****BUMPER PULL**

2 HORSE-----	\$	7,690
3 HORSE-----	\$	9,824
4 HORSE-----	\$	10,997

GOOSENECK

2 HORSE-----	\$	13,709
3 HORSE-----	\$	14,769
4 HORSE-----	\$	18,980
5 HORSE-----	\$	20,555

TRAILS WEST**STOCK TRAILER**

BUMPER PULL

12'-----	\$	6,317
14'-----	\$	6,445
16'-----	\$	7,522
18'-----	\$	7,670

GOOSENECK

12'-----	\$	8,428
14'-----	\$	8,450
16'-----	\$	8,599
18'-----	\$	9,341
20'-----	\$	9,526
22'-----	\$	10,296
24'-----	\$	10,396

TRAILS WEST**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	9,425
3 HORSE-----	\$	13,147
4 HORSE-----	\$	13,956

GOOSENECK

2 HORSE-----	\$	12,504
3 HORSE-----	\$	15,992
4 HORSE-----	\$	17,095
5 HORSE-----	\$	18,297
6 HORSE-----	\$	21,195

W-W TRAILERS**STEEL****STOCK TRAILER****BUMPER PULL**

10'-----	\$	3,883
12'-----	\$	3,904
14'-----	\$	4,040
16'-----	\$	4,291
17'-----	\$	5,578

GOOSENECK

16'-----	\$	5,260
18'-----	\$	5,633
20'-----	\$	6,250
24'-----	\$	7,117
28'-----	\$	8,312

HORSE TRAILER**BUMPER PULL**

1 HORSE-----	\$	3,363
2 HORSE-----	\$	6,418
3 HORSE-----	\$	6,680

GOOSENECK

3 HORSE-----	\$	9,293
4 HORSE-----	\$	10,476
6 HORSE-----	\$	10,714

GENERIC STEEL STOCK TRAILER

BUMPER PULL	<u>STEEL</u>	<u>ALUMINUM</u>
6X14-----	\$ 4,386	\$ 10,971
6X16-----	\$ 4,663	\$ 11,661
6X18-----	\$ 4,880	\$ 12,205
6X20-----	\$ 5,521	\$ 13,134

GOOSENECK

6X14-----	\$ 5,214	\$ 13,041
6X16-----	\$ 5,485	\$ 13,717
6X18-----	\$ 6,036	\$ 15,097
6X20-----	\$ 6,136	\$ 15,197
6X24-----	\$ 6,323	\$ 15,813

HORSE TRAILER**BUMPER PULL**

TWO HORSE STRAIGHT LOAD-----	\$ 4,323	\$ 10,812
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TWO HORSE STRAIGHT LOAD w/TACK COMPARTMENT-----	\$ 4,599	\$ 11,502
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TWO HORSE STOCK w/TACK/DRESSING ROOM-----	\$ 5,002	\$ 12,510
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TWO HORSE SLANT w/TACK/DRESSING ROOM-----	\$ 5,427	\$ 13,571
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THREE HORSE SLANT w/TACK/DRESSING ROOM-----	\$ 5,819	\$ 14,553
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GOOSENECK

THREE HORSE SLANT w/TACK/DRESSING ROOM-----	\$ 6,281	\$ 15,707
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FOUR HORSE SLANT w/TACK/DRESSING ROOM-----	\$ 6,726	\$ 16,822
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BUMPER PULL STOCK TRAILER



GOOSENECK STOCK TRAILER



BUMPER PULL COMBO TRAILER



GOOSENECK COMBO TRAILER



BUMPER PULL TRAILER w/TACK



GOOSENECK w/TACK/DRESSING ROOM



GOOSENECK w/LIVING QUARTERS



GENERIC

MOPED'S & SCOOTERS

GAS & ELECTRIC POWERED

UP TO 50cc-----	\$	1,000
150cc-----	\$	1,500
200cc-----	\$	2,000
250cc-----	\$	2,500



GENERIC

MINI TRUCKS AND CARS

ALL-----	\$	5,500
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GENERIC

STREET LEGAL GOLF CARTS
AKA (LSV) Low Speed Vehicles

2 PERSON-----	\$	8,500
4 PERSON-----	\$	9,200



GENERIC

SMART CARS

HATCHBACK-----	\$	16,007
CONVERTIBLES-----	\$	19,930



**PUBLIC NOTICE AND ORDER OF MAYOR AND COUNCIL OF
THE CITY OF HATTIESBURG, MISSISSIPPI, ADOPTING A
MOTOR VEHICLE ASSESMENT SCHEDULE FOR THE CITY OF
HATTIESBURG, MISSISSIPPI FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30,
2024.**

WHEREAS, the Mayor and Council of the City of Hattiesburg, Mississippi, have received from the Mississippi Department of Revenue notice of the adoption of the Motor Vehicle Assessment Schedule by said department for the fiscal year 2023-24; and

WHEREAS the hard copy schedule of assessments by property code is no longer produced and the assessment schedule for passenger vehicles and lights trucks is produced only the computer system of the county tax collector, and is the schedule that is subject for adoption; and

WHEREAS the Mayor and Council of said City desire to adopt the same for the City of Hattiesburg in assessing and collecting ad valorem taxes on motor vehicles for the ensuing year.

**IT IS THEREFORE, HEREBY ORDERED BY THE MAYOR AND COUNCIL OF THE CITY
OF HATTIESBURG, MISSISSIPPI, TO-WIT:**

The Motor Vehicle Assessment Schedule for the fiscal year 2023-24 adopted by the Mississippi Department of Revenue under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, as amended by Laws of 1960, being Section 27-51-21, Mississippi Code of 1972, Annotated, is hereby adopted as the Motor Vehicle Assessment Schedule for the City of Hattiesburg, MS, for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

A public hearing of the Mayor and Council of the City of Hattiesburg will be held in City Hall located 200 Forrest Street in said City at 4:00 September 18, 2023, for the purpose of hearing and taking action on any complaint or objection filed in writing objection to and petitioning for a special reduction of any portion of said motor vehicle assessment schedule affecting the complainant directly. Said motor vehicle assessment schedule is open for public inspection and examination in the Office of the Forrest and Lamar County Tax Collectors until the date and time of said hearing.

This order is entered, and the Clerk of the City of Hattiesburg, Mississippi, shall have published in a newspaper, published, and having a general circulation in the City of Hattiesburg, a certified copy hereof, pursuant to and as NOTICE under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 273 of the Laws of 1960, otherwise designated as Section 27-51-21 of the Mississippi Code Of 1972, Annotated.

SO, ORDERED AND APPROVED on this 22nd day of August 2023.

Kermas Eaton/s/
KERMAS EATON, CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 22, 2023

Re: Approve specifications and authorize publication of advertisement for Term Bid Item #2 (Repair and Rehabilitation of City Streets) for the City of Hattiesburg.
File Number: 2023-559
Minute Book #

Summary

Recommendation Statement

Please place this on the August 22, 2023 City Council meeting for consideration.

**SPECIFICATIONS FOR ITEM #2: REPAIR AND REHABILITATION OF STREETS FOR
THE CITY OF HATTIESBURG**

Bidder shall bid on furnishing materials, labor and equipment to repair and rehabilitate city streets for the City of Hattiesburg which meets or exceeds the Mississippi State Highway Standard Specifications for Road and Bridge Construction, latest edition, together with all provisions and/or addendum to the standards, amendments and/or special duty approved and adopted or the Mississippi Standard Specifications, whichever is more stringent.

No vibratory rolling will be allowed. Lot densities will be reduced by one percent to accommodate this. Contractor will be responsible for all sampling and testing upon request. Application of Pay Item 413-D will constitute milling at a maximum of seven feet from edge of curb and/or gutter. Application of Pay Item 304-I will constitute asphalt used for fill for base repairs in lieu of crushed stone or other material.

Bidder will be properly licensed within the State of Mississippi for street construction work.

Temporary traffic control for construction zones shall be included in bid price and subject to referenced specifications. Contractor shall follow the Manual on Uniform Traffic Control Devices.

The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer or Public Works Director, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Contractor shall have 2 weeks to respond to the City with a paving timeline after receipt of paving request (Purchase Order). If contractor fails to respond, doesn't meet paving timeline or paving timeline is insufficient as determined by Public Works Director and/or Engineering Director, the City reserves the right to award the work to the alternate.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

PRICES shall be FIRM for a period beginning October 1, 2023, and ending September 30, 2024, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within seven (7) days of agreed upon paving timeline. Ship in full, freight prepaid. No partial shipment accepted.

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

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

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

BID

**ITEM #2 REPAIR AND REHABILITATION OF STREETS
FOR CITY OF HATTIESBURG**

SUBMITTED BY 10:00 A.M. THURSDAY, SEPTEMBER 14, 2023

CERTIFICATE OF RESPONSIBILITY NO. _____

ELECTRONIC BIDS:

Official bid documents can be downloaded from Plan House at www.hattiesburgsbids.com. Electronic bids can be submitted at www.hattiesburgsbids.com. For any questions relating to the electronic bidding process, please call PH Bidding at 662-407-0193.

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

APPROVED on this, the 22nd day of August 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

ENGINEERING DEPARTMENT

BID FORM FOR ITEM #2-REPAIR & REHABILITATION OF STREETS FOR CITY OF HATTIESBURG

PAY ITEM #	PAY ITEM	UNITS	UNIT PRICE
201-B	Clearing and Grubbing	Acre	
202-A	Removal of Existing Traffic Stripe	L.F.	
202-A	Removal of Rail Crossing: Rail Lines and Ties	each	
202-B	Removal of Traffic Stripe by Grinding	L.F.	
203-A	Unclassified Excavation	C.Y.	
203-I	Motor Grader per Hour	hour	
209-A	Geotextile Stabilization, Type V	S.Y.	
225-A	Grassing	Acre	
304-A	Granular Material, Class 9, Group C	C.Y.	
304-F	Crushed Stone or Crushed Concrete Base, size 825, Roadbed Construction	ton	
304-H	Crushed Stone or Crushed Concrete Base, size 825, Base Repair	ton	
304-I	BB-1 Hot Mix Asphalt Fill, Base Repair	ton	
307-C	8" Soil-Lime-Water Mixing	S.Y.	
307-D	Lime	ton	
308-A	Portland Cement	ton	
308-B	8" Soil-Cement-Water Mixing at 5% Concentration	S.Y.	
403-A	SC-1 Hot Mix Asphalt Surface Course	ton	
403-M	BB-1 Hot Mix Asphalt Base Course	ton	
406-A	Cold Milling of Asphalt Pavement	ton	
407-A	Asphalt for Tack Coat, EA-4	gallon	
413-A	Joint Sealer Material	gallon	
413-C	Cleaning and Sealing Cracks/Joints	L.F.	
413-D	Transitional Edge Milling, 7' from Curb and/or Gutter	ton	
450	Milling Purchase B Price for Contractor to sell milled asphalt material to City of Hattiesburg	ton	

625-A	4" Painted Traffic Stripe, Skip White & Yellow	L.F.	
625-C	4" Painted Traffic Stripe, Continuous White & Yellow	L.F.	
625-E	4" Painted Detail Traffic Stripe	L.F.	
625-F	Painted Legend	S.F.	
626-A	4"Thermoplastic Traffic Stripe, Skip White or Yellow, 90 Mil Thickness	L.F.	
626-B	4" Thermoplastic Traffic Stripe, Continuous White or Yellow, 90 Mil Thickness	L.F.	
626-G	Thermoplastic Detail Stripe 4" equivalent, 90 Mil Thickness	L.F.	
626-H	Thermoplastic Legend, 90 Mil Thickness	S.F.	
627-C	Red-Clear Reflective Raised Markers	each	
627-D	Two-Way Yellow Reflective Raised Markers	each	
	Manhole adjustments	each	
	Water valve adjustments	each	
907-A	Ultra Thin lift	ton	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & EMAIL

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, September 14, 2023, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Plan House at www.hattiesburgmsbids.com All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

. Electronic bids can be submitted at www.hattiesburgmsbids.com. For any questions relating to the electronic process, please call PH Bidding at (662)407-0193.

ITEM #2 Repair and Rehabilitation of Streets for the City of Hattiesburg.

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

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

PUBLISHED by Order of the Council on this, the 22 day of August 2023.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

Publish 8-24-23 & 8-31-23



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Deborah Bourne
cc:
Date: Tuesday, August 22, 2023
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2023-533
Minute Book #

Summary

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Recommendation Statement

I am recommending approve of the sale of grave spaces.

Please place this on the August 22, 2023 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Peggy Scott

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 103, Section 23, Highland Cemetery

Kayden Price

(1) Space \$ 150.00

East Half E ½) of the Southeast Quarter (SE ¼)

Lot 131, Section 1, South Hill Cemetery

Mercedes H. Myers

(1) Space \$ 150.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 62, Section 2, South Hill Cemetery

Baby X-Runnels

(1) Space \$ 45.00

Baby Space# 7

Lot 3, Section 3, Highland Cemetery

Diane Cynthia White-Smith

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 100, Section 38, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Vincent Wiley

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 40, Section 34, Highland Cemetery

Charles Vernon Wilson

(1) Space \$ 150.00

East Half (E ½) of the Southeast Quarter (SE ¼)

Lot 62, Section 1, South Hill Cemetery

Legend Walley

(1) Space \$ 45.00

Baby Space # 75

Lot 1, Section 3, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08/01/ 20 23

SOLD TO:

Mr. Mrs. Miss Peggy Scott

ADDRESS 1502 Cherry St. Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW Lot No. 103 Section No. 23 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Debit card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08/01/ 20 23

SOLD TO:

Mr. Mrs. Miss Kayden Price

ADDRESS 29 Park place, Apt 706, Hattiesburg, ms. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SE Lot No. 131 Section No. 1 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

Debit card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/31/2023

SOLD TO:

Mr. Mrs. Miss Baby X-Runnels

ADDRESS 55 Auffman Rd, Sumrall, MS. 39482

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space # 71 3 3 in Highland Cemetery
1/2 1/4 Lot No. Section No.

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07/28/2023

SOLD TO:

Mr. Mrs. Miss Mercedes H. Myers

ADDRESS 251 N Washington Ave, Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N SE 62 2 in South Hill Cemetery
1/2 1/4 Lot No. Section No.

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08/02/2023

SOLD TO:

Mr. Mrs. Miss Diane Cynthia White-Smith

ADDRESS 107 Mc Innis St. Petal, MS. 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 100 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 Bourne
Supt. of City Cemeteries

Debt
Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08/04/2023

SOLD TO:

Mr. Mrs. Miss Vincent Wiley

ADDRESS 1207 W. Pine St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 40 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 Deborah Bourne
Supt. of City Cemeteries

CASH
(Legacy)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 8-8- 2023

SOLD TO:

Mr. Mrs. Miss CHARLES VERNON WILSON

ADDRESS 311 N. CHANCELLOR RD, HATTIESBURG MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 62 Section No. 1 in SOUTH HILL Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Parker
Supt. of City Cemeteries

PAID CASH

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08/24/ 2023

SOLD TO:

Mr. Mrs. Miss Legend Walley

ADDRESS P.O. Box 18185, Hattiesburg, MS. 39404

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space # 45 \$ Section No. 3 in Highland Cemetery
 $\frac{1}{2}$ $\frac{1}{4}$ Lot No.

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune
Supt. of City Cemeteries

Ck # 5003

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 Vincent Wiley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 40

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 22nd day of August, 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 22nd day of August, 2023.

+
My Commission Expires:

NOTARY PUBLIC

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), 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 Baby X-Runnels subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #71

Lot Number: 3 Section Number: 3
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 22nd day of August, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of August, 2023

My Commission Expires:

NOTARY PUBLIC

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Kayden Price, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southeast Quarter (SE¼)

Lot Number: 131

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of August, 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 22nd day of August, 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 Peggy Scott, 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 103

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 22nd day of August, 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 22nd day of August, 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 Diane Cynthia White-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 100

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 22nd day of August, 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 22nd day of August, 2023.

+
My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, August 22, 2023
Re: Approve claims docket for the period ending August 18, 2023.
File Number: 2023-542
Minute Book #

Summary

Recommendation Statement

Please place this on the August 22, 2023 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001000											BALANCE SHEET
001000	0520LB										D/F LIBRARY
002158	AT&T			M8183270010594	7/23	0	2023	11	INV	P	259.02 081823 298206 LONG DISTANCE SERVI
											ACCOUNT TOTAL
											259.02
001000	060100										GAS/LUBRICANT-CITY BARN
003497	MAPLES GAS COMPANY			260977			2304383	2023	11	INV	P
											28,936.27 081823 298360 GAS & DIESEL/FUEL S
049752	PIGOTT OIL COMPANY			327837			2304478	2023	11	INV	P
049752	PIGOTT OIL COMPANY			327851			0	2023	11	INV	P
											26,515.16 081823 298409 GAS & DIESEL/FUEL S
											3,114.15 081823 298409 GAS & DIESEL/FUEL S
											29,629.31
049764	GPM EMPIRE			INV-176343			2304165	2023	11	INV	P
											7,085.15 081823 298297 DIESEL/FUEL STATION
											ACCOUNT TOTAL
											65,650.73
001000	115000										COLLECTION FEES
004271	SOUTHERN FINANCIAL S			CMCHAT 7/19/23		0		2023	11	INV	P
											41.40 081823 298449 POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S			CMCHAT2 7/6-7/19/23		0		2023	11	INV	P
											50.95 081823 298448 POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S			CMCHAT3 7/6-7/19/23		0		2023	11	INV	P
											287.67 081823 298450 POLICE FINES COLLEC
											380.02
											ACCOUNT TOTAL
											380.02
											ORG 001000 TOTAL
											66,289.77
001003											CITY COUNCIL
001003	611001										TRAVEL EXP-WARD 1
002893	GEORGE, JEFFREY			OT#9777		0		2023	11	INV	P
											803.54 081823 298294 COUNCIL-JGEORGE CON
											ACCOUNT TOTAL
											803.54
001003	732700										DATA PROCESSING EQUIP.
004057	RJ YOUNG COMPANY			INV6353075		0		2023	11	INV	P
											65.77 081823 298433 CITY COUNCIL - QTRL
											ACCOUNT TOTAL
											65.77
											ORG 001003 TOTAL
											869.31
001015											CITY COURT
001015	500300										PAPER
003810	OFFICE PRODUCTS PLUS			1027506-0			2304446	2023	11	INV	P
											798.24 081823 298399 UNV21200 COPY PAPER
											ACCOUNT TOTAL
											798.24
001015	501000										OTHER EXPENDABLE OFF.SPL
003810	OFFICE PRODUCTS PLUS			1027550-0			2304456	2023	11	INV	P
											822.55 081823 298399 UNV12113 MANILA FOL
003810	OFFICE PRODUCTS PLUS			1027550-1			2304456	2023	11	INV	P
											219.48 081823 298399 GREEN AND PURPLE FO
003810	OFFICE PRODUCTS PLUS			1027550-2			2304456	2023	11	INV	P
											45.69 081823 298399 LAST BOX OF YELLOW

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									1,087.72		
ACCOUNT TOTAL									1,087.72		
001015	502000				MINOR OFFICE EQUIP/FURN.						
003810	OFFICE PRODUCTS PLUS	1027471-0	2304438	2023 11	INV P	1,685.16	081823	298399	ALEHLF3654BL	LATERA	
ACCOUNT TOTAL									1,685.16		
001015	510000				CLEANING/JANITORIAL SPLY						
003810	OFFICE PRODUCTS PLUS	1027679-0	2304480	2023 11	INV P	122.84	081823	298399	CLOROX DISINFECTANT		
003810	OFFICE PRODUCTS PLUS	1027679-1	2304480	2023 11	INV P	122.28	081823	298399	GOJ965212CT PURELL		
003810	OFFICE PRODUCTS PLUS	1027679-2	2304480	2023 11	INV P	90.60	081823	298399	DISH POWERWASH SOAP		
									335.72		
ACCOUNT TOTAL									335.72		
001015	604900				OTHER PROFESSIONAL SERV.						
002564	COURT PROGRAMS INC	106	0	2023 11	INV P	6,555.00	081823	298268	MB# 2011-1-82-83 JU		
002564	COURT PROGRAMS INC	107	0	2023 11	INV P	6,305.00	081823	298268	MB# 2011-1-82-83 JU		
									12,860.00		
003940	POLK-PAYTON, GAY ATT #32		0	2023 11	INV P	3,687.50	081823	298415	PROTEM JUDGES HOURS		
047351	LOWREY & FORTNER PA	20225611	0	2023 11	INV P	656.25	081823	298357	PUBLIC DEF PROF SER		
047351	LOWREY & FORTNER PA	20225799	0	2023 11	INV P	468.75	081823	298357	PUBLIC DEF PROF SER		
									1,125.00		
ACCOUNT TOTAL									17,672.50		
001015	604901				OTHER PROF-TECHNOLOGY						
004050	RICOH CORP	38367008	0	2023 11	INV P	287.51	081823	298431	COURT RICOH COPIER		
004050	RICOH CORP	5067817093	0	2023 11	INV P	199.22	081823	298431	COURT RICOH AUG PRI		
									486.73		
004057	RJ YOUNG COMPANY	INV6440567	0	2023 11	INV P	168.00	081823	298432	COURT RJ YOUNG COPI		
004482	TYLER TECHNOLOGIES IN	025-409899a	0	2023 11	INV P	51,868.65	081823	298484	MB# 2020-29 COURT M		
004482	TYLER TECHNOLOGIES IN	025-427166	0	2023 11	INV P	5,000.00	081823	298484	MB# 2020-29 COURT M		
									56,868.65		
ACCOUNT TOTAL									57,523.38		
001015	611800				TRVL-HHS SAMHSA GRANT						
003671	MS ASSOC OF DRUG COU	MDCP2023NNLCNGHY004G	0	2023 10	INV P	200.00	081823	298379	MADCP CONF REGISTRA		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
003719	MUHAMMAD, KHADIJAH	98750T	0	2023 10	INV	P	864.40	081823	298392	TVL ADV MADCP CONF.	
ACCOUNT TOTAL							1,064.40				
001015	630000			GAS							
004321	SPIRE	G2023-3 AUG	0	2023 11	INV	P	18.51	081823	298462	SPIRE-VARIOUS DEPT	
ACCOUNT TOTAL							18.51				
001015	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2023-03 AUG	0	2023 11	INV	P	50.14	081823	298383	MISSISSIPPI POWER E	
ACCOUNT TOTAL							50.14				
ORG 001015 TOTAL							80,235.77				
001020		MAYOR/ADMIN.									
001020	511500			FOOD							
003053	H'BURG COCA COLA BOT	36868524099	0	2023 11	INV	P	138.75	081823	298304	ADMIN//WATER	
004017	REGIONS CARDHOLDER S	6566 - 07-31-2023	0	2023 11	INV	P	350.97	081823	298425	6566 - 07-31-2023 C	
ACCOUNT TOTAL							489.72				
001020	570000			MTR VEHICLE REP. PTS/SPL							
002160	AT&T MOBILITY	287308925627X0805223	0	2023 11	INV	P	47.20	081823	298209	MB2016-287/GEOTAB/J	
ACCOUNT TOTAL							47.20				
001020	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287289913717X080523	0	2023 11	INV	P	99.11	081823	298209	MB2016-289/WIRELESS	
002160	AT&T MOBILITY	287290252011X080523	0	2023 11	INV	P	94.71	081823	298209	MB2016-287/WIRELESS	
							193.82				
ACCOUNT TOTAL							193.82				
001020	611000			TRAVEL EXPENSE							
002196	BARKER, THOMAS	NLC TB REIMBURSE	0	2023 11	INV	P	246.00	081823	298218	REIMBURSEMENT FOR C	
004017	REGIONS CARDHOLDER S	1286 - 07-31-2023	0	2023 11	INV	P	-321.72	081823	298425	1286 - 07-31-2023 C	
004017	REGIONS CARDHOLDER S	4524 - 07-31-2023	0	2023 11	INV	P	2,826.28	081823	298425	4524 - 07-31-2023 C	
							2,504.56				
ACCOUNT TOTAL							2,750.56				
001020	615000			ADVERTISING							
004017	REGIONS CARDHOLDER S	4524 - 07-31-2023	0	2023 11	INV	P	17.11	081823	298425	4524 - 07-31-2023 C	
004651	WILLIAM CAREY UNIVER	2023 SOUVENIR PROGRA	0	2023 11	INV	P	250.00	081823	298498	2023 CDT SOUVENIR P	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
047754	HATTIESBURG PUBLIC S	43	0	2023 11	INV	P	5,000.00	081823	298309	2023 HALL OF FAME A
049244	THE SALVATION ARMY	BURGBAS23	0	2023 10	INV	P	1,000.00	081823	298471	DA BURG 5 ON 5 BSKE
050114	TELESOUTH	1230556118	0	2023 11	INV	P	500.00	081823	298470	CITY ADVERTISEMENT-
ACCOUNT TOTAL							6,767.11			
001020	641000					OFFICE EQUIPMENT RENT				
003825	OWENS BUSINESS MACHI	471603	0	2023 10	INV	P	187.00	081823	298400	MNTHLY LEASE MAYOR
003825	OWENS BUSINESS MACHI	471604	0	2023 10	INV	P	31.86	081823	298400	MNTHLY MAINTNANCE/A
							218.86			
004401	TAYLOR RENTAL CENTER 1-344587-09		2304335	2023 11	INV	P	846.00	081823	298469	RENTAL FOR GROUND BR
ACCOUNT TOTAL							1,064.86			
ORG 001020 TOTAL							11,313.27			
001040						MUNICIPAL CLERK				
001040	615000					ADVERTISING				
003141	HUB CITY SPOKES	102288	0	2023 11	INV	P	424.04	081823	298317	PUBLICATIONS LEGAL
003141	HUB CITY SPOKES	102385	0	2023 11	INV	P	69.44	081823	298317	PUBLICATIONS LEGAL
							493.48			
ACCOUNT TOTAL							493.48			
ORG 001040 TOTAL							493.48			
001042						ACCOUNTING DIV.				
001042	501000					OTHER EXPENDABLE OFF.SPL				
003772	NEWELL PAPER COMPANY	4153733	2303839	2023 11	INV	P	339.36	081823	298397	PAPER TOWELS/TOILET
ACCOUNT TOTAL							339.36			
001042	599000					OTHER REPAIR/MAINT. SPL.				
003543	MCELHANEY PLUMBING I	297405	2304598	2023 11	INV	P	15.90	081823	298365	REPAIR PART FOR BAT
ACCOUNT TOTAL							15.90			
ORG 001042 TOTAL							355.26			
001081						LOSS CONTROL				
001081	525000					GAS AND OIL				
049764	GPM EMPIRE	93058 7/23	0	2023 11	INV	P	1,000.00	081823	298298	7/2023 ADDITIONAL F
ACCOUNT TOTAL							1,000.00			
ORG 001081 TOTAL							1,000.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001090				URBAN DEVELOPMT							
001090	508000			COMPUTER SUPPLIES							
002383	C D W GOVERNMENT	KX99274	2304349	2023 11	INV	P			29.50	081823	298233 COMPUTER EQUIPMENT
002383	C D W GOVERNMENT	KZ69887	2304349	2023 11	INV	P			1,825.98	081823	298233 COMPUTER EQUIPMENT
									1,855.48		
				ACCOUNT TOTAL					1,855.48		
001090	525000			GAS AND OIL							
049764	GPM EMPIRE	93058 7/23	0	2023 11	INV	P			1,000.00	081823	298298 7/2023 ADDITIONAL F
				ACCOUNT TOTAL					1,000.00		
001090	570000			MTR VEHICLE REP. PTS/SPL							
002160	AT&T MOBILITY	287308925627X0805223	0	2023 11	INV	P			212.40	081823	298209 MB2016-287/GEOTAB/J
003421	LIL TIRE SHOPPE (BR 1121182		2304336	2023 10	INV	P			414.86	081823	298355 UNIT 17789-OPEN PO-
				ACCOUNT TOTAL					627.26		
001090	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287290252011X080523	0	2023 11	INV	P			52.07	081823	298209 MB2016-287/WIRELESS
				ACCOUNT TOTAL					52.07		
001090	641000			OFFICE EQUIPMENT RENT							
004050	RICOH CORP	38367435	0	2023 11	INV	P			232.90	081823	298431
				ACCOUNT TOTAL					232.90		
				ORG 001090 TOTAL					3,767.71		
001091				INFO TECHNOLOGY							
001091	508000			COMPUTER SUPPLIES							
002383	C D W GOVERNMENT	LC14339	2304405	2023 11	INV	P			3,198.65	081823	298233 COMPUTER EQUIPMENT
004017	REGIONS CARDHOLDER S 1286 - 07-31-2023		0	2023 11	INV	P			581.32	081823	298425 1286 - 07-31-2023 C
				ACCOUNT TOTAL					3,779.97		
001091	604900			OTHER PROFESSIONAL SERV.							
002160	AT&T MOBILITY	287289913717X080523	0	2023 11	INV	P			94.47	081823	298209 MB2016-289/WIRELESS
002905	GILLILANDS ELECTRONI 11866		0	2023 11	INV	P			176.31	081823	298296 REPAIR PHONE LINE @
002905	GILLILANDS ELECTRONI 11867		0	2023 11	INV	P			180.00	081823	298296 CODE BLUE PHONES TR
									356.31		
				ACCOUNT TOTAL					450.78		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001091	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287290252011X080523	0	2023	11	INV P	52.07	081823	298209	MB2016-287/WIRELESS
ACCOUNT TOTAL							52.07			
001091	606800			NETWORK						
002384	C SPIRE (MEGAGATE)	205876-81	0	2023	11	INV P	3,325.16	081823	298235	NETWORK/INTERET - M
002384	C SPIRE (MEGAGATE)	3000066713-24	0	2023	11	INV P	775.00	081823	298234	NETWORK/INTERET - M
002384	C SPIRE (MEGAGATE)	603013-70	0	2023	11	INV P	8,375.21	081823	298234	NETWORK/INTERET - M
							12,475.37			
003912	PILEUM CORPORATION	P93444	0	2023	11	INV P	1,963.75	081823	298410	BILLABLE TIME - IT
003912	PILEUM CORPORATION	P96215	0	2023	11	INV P	1,620.00	081823	298410	BILLABLE TIME - IT
							3,583.75			
ACCOUNT TOTAL							16,059.12			
001091	636500			OFFICE EQUIPMENT R&M						
002383	C D W GOVERNMENT	KX66164	2304353	2023	11	INV P	3,354.89	081823	298233	COMPUTER EQUIPMENT
002384	C SPIRE (MEGAGATE)	C016176998	2303370	2023	11	INV P	24,723.90	081823	298236	WIRELESS FOR TATUM
002384	C SPIRE (MEGAGATE)	C016176998A	0	2023	11	INV P	151.00	081823	298237	FREIGHT CHARGE FOR
002384	C SPIRE (MEGAGATE)	C017013547	0	2023	11	INV P	373.12	081823	298238	LATE FEE FOR INVOIC
							25,248.02			
003583	METRIX SOLUTIONS	M94435	0	2023	11	INV P	1,978.90	081823	298369	OFFICE 365 LICENSES
004050	RICOH CORP	5067783489	0	2023	11	INV P	27.73	081823	298431	CHARGES FOR PRODUCT
ACCOUNT TOTAL							30,609.54			
001091	732500			OFFICE FURN/EQUIP.						
004017	REGIONS CARDHOLDER S	1286 - 07-31-2023	0	2023	11	INV P	125.00	081823	298425	1286 - 07-31-2023 C
ACCOUNT TOTAL							125.00			
ORG 001091 TOTAL							51,076.48			
001092	GEN.GOV'T.BLDG									
001092	510000			CLEANING/JANITORIAL SPLY						
003971	PRIDE SOLUTIONS, LLC	2023-0208	2304331	2023	11	INV P	300.00	081823	298419	JANITORIAL SUPPLIES
ACCOUNT TOTAL							300.00			
001092	630000			GAS						
004321	SPIRE	G2023-3 AUG	0	2023	11	INV P	40.00	081823	298462	SPIRE-VARIOUS DEPT
ACCOUNT TOTAL							40.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001092	630500													
003700	MS POWER COMPANY	E2023-1	AUG	0	ELECTRICITY	2023 11	INV	P			2,419.65	081823	298382 MISSISSIPPI POWER-V	
ACCOUNT TOTAL											2,419.65			
001092	644900													
002720	EDWARDS PROPERTY MGM	9/2023		0	OTHER RENT	2023 11	INV	P			1,100.00	081823	298280 DL RENEWAL STATION	
ACCOUNT TOTAL											1,100.00			
ORG 001092										TOTAL		3,859.65		
001093					INTERMODAL FAC O&M									
001093	510000				CLEANING/JANITORIAL	SPLY								
003971	PRIDE SOLUTIONS, LLC	2023-0208		2304331	2023 11	INV	P				300.00	081823	298419 JANITORIAL SUPPLIES	
ACCOUNT TOTAL											300.00			
001093	635000				BUILDING R&M									
004272	SOUTHERN FIRE & SPRI	20-43977		2303480	2023 11	INV	P				4,550.00	081823	298451 TRAIN DEPOT SPRINKL	
ACCOUNT TOTAL											4,550.00			
ORG 001093										TOTAL		4,850.00		
001094					METRPLTN PLANG.									
001094	636500				OFFICE EQUIPMENT	R&M								
004057	RJ YOUNG COMPANY	INV6317508		0	2023 11	INV	P				175.82	081823	298432 MB 2020-235 COPIER	
ACCOUNT TOTAL											175.82			
001094	684000				DUES AND MEMBERSHIPS									
004017	REGIONS CARDHOLDER S	6566 - 07-31-2023		0	2023 11	INV	P				772.50	081823	298425 6566 - 07-31-2023 C	
ACCOUNT TOTAL											772.50			
001094	684500				REGISTRATION FEE/TUITION									
004017	REGIONS CARDHOLDER S	6566 - 07-31-2023		0	2023 11	INV	P				650.00	081823	298425 6566 - 07-31-2023 C	
ACCOUNT TOTAL											650.00			
ORG 001094										TOTAL		1,598.32		
001095					G/G INS.OTH SER									
001095	602500				LEGAL									
002048	ADAMS AND REESE, LLP	1230761		0	2023 11	INV	P				1,676.50	081823	298193 TRAIN ISSUE	
002377	BUTLER,SNOW,O'MARA,S	10389722		0	2023 11	INV	P				2,736.00	081823	298231 ARPA ADMINISTRATION/	
003090	HICKS LAW FIRM, LLC	11010		0	2023 11	INV	P				520.00	081823	298311 JAY RIELS V CIVIL S	
003090	HICKS LAW FIRM, LLC	11012		0	2023 11	INV	P				720.00	081823	298311 HOPE CHATMAN V CITY	
003090	HICKS LAW FIRM, LLC	11013		0	2023 11	INV	P				1,100.00	081823	298311 HALL AVENUE EAST PR	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003090	HICKS LAW FIRM, LLC	11014	0	2023 11	INV	P			1,760.00	081823	298311 CITY OF HATTIESBURG
									4,100.00		
003637	MONTAGUE, PITTMAN &	49420	0	2023 11	INV	P			500.00	081823	298377 PROFESSIONAL SERVIC
047351	LOWREY & FORTNER PA	20225765	0	2023 11	INV	P			1,000.00	081823	298357 PROFESSIONAL SERVIC
									ACCOUNT TOTAL		10,012.50
001095	602701										
002523	COMCAST CABLEVISION	JUL/30-AUG/29 2023	0	2023 11	INV	P			197.64	081823	298263 COMCAST-CITY OF EMP
003576	MEDICAL ANALYSIS-GHV	11005	0	2023 11	INV	P			29,836.12	081823	298366 8/23 EMPLOYEE CLINI
047011	JANI-KING OF SOUTH E	C08230009	2300340	2023 11	INV	P			415.00	081823	298328 MB#2022-831 TWO QUO
									ACCOUNT TOTAL		30,448.76
001095	604900										
003420	LIGHTSEY & ASSOCIATE J M	TATUM INDUSTRIAL	0	2023 11	INV	P			800.00	081823	298354 GROUND LEASES ANALY
004477	TURNER, JASON	100	0	2023 11	INV	P			475.00	081823	298482 SOUND FOR OVERPASS
									ACCOUNT TOTAL		1,275.00
001095	606000										
002158	AT&T	L2023 8.4.23	0	2023 11	INV	P			152.07	081823	298205 AT&T BLUE LIGHT "LO
002158	AT&T	L2023-07.28.23	0	2023 11	INV	P			448.25	081823	298205 BLUE LIGHTS-LONG DI
002158	AT&T	M8183270010594 7/23	0	2023 11	INV	P			5,765.53	081823	298206 LONG DISTANCE SERVI
									6,365.85		
002159	AT&T LONG DISTANCE S	0278717031	0	2023 11	INV	P			34.41	081823	298208 8/23 ONE NET SERVIC
047050	C SPIRE (IP)	L2023-8/1/2023	0	2023 11	INV	P			7,763.01	081823	298239 CSPIRE-GEN.GOV'T INS
									ACCOUNT TOTAL		14,163.27
001095	607000										
004017	REGIONS CARDHOLDER S	6566 - 07-31-2023	0	2023 11	INV	P			1,161.24	081823	298425 6566 - 07-31-2023 C
									ACCOUNT TOTAL		1,161.24
001095	625500										
004308	SOUTHGROUP (HATTIESB	232326	0	2023 10	INV	P			697.13	081823	298458 RENEWAL GENERAL LIA
004308	SOUTHGROUP (HATTIESB	232667	0	2023 10	INV	P			1,179.75	081823	298458 COMMERCIAL UMBRELLA
									1,876.88		
									ACCOUNT TOTAL		1,876.88

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ORG 001095	TOTAL		58,937.65			
					POLICE/PUB.SFTY						
001100					COMPUTER SUPPLIES						
001100	508000				2304547	2023 11	INV	P	658.06	081823	298233 LAPTOP FOR L NORRIS
002383	C D W GOVERNMENT	LF84104									
					ACCOUNT TOTAL		658.06				
					GAS AND OIL						
001100	525000				0	2023 11	INV	P	8,281.49	081823	298299 7/2023 FLASHMARKET
049764	GPM EMPIRE	93059	7/23								
					ACCOUNT TOTAL		8,281.49				
					UNIFORMS, BADGES, ETC.						
001100	535000				2301184	2023 10	INV	P	239.29	081823	298371 JUSTIN ROPER BOOTS
003588	MID SOUTH UNIFORM &	641366									
003590	MIDSOUTH SOLUTIONS	205472			2304054	2023 11	INV	P	78.00	081823	298372 BOOTS FOR TAPLIN
					ACCOUNT TOTAL		317.29				
					WEARING APPAREL						
001100	535500				0	2023 11	INV	P	391.37	081823	298425 1708 - 07-31-2023 C
004017	REGIONS CARDHOLDER S	1708 - 07-31-2023			0	2023 11	INV	P	621.59	081823	298425 6566 - 07-31-2023 C
004017	REGIONS CARDHOLDER S	6566 - 07-31-2023									
							1,012.96				
					ACCOUNT TOTAL		1,012.96				
					MINOR EQUIPMENT						
001100	546000				0	2023 11	INV	P	1,519.02	081823	298425 2080 - 07-31-2023 C
004017	REGIONS CARDHOLDER S	2080 - 07-31-2023			0	2023 11	INV	P	86.28	081823	298425 4341 - 07-31-2023 C
004017	REGIONS CARDHOLDER S	4341 - 07-31-2023									
							1,605.30				
					ACCOUNT TOTAL		1,605.30				
					MTR VEHICLE REP. PTS/SPL						
001100	570000				2304182	2023 10	INV	P	1,006.16	081823	298421 5 IN 1 SHARKFIN
049746	PROLOGIC ITS, LLC	INV08194									
					ACCOUNT TOTAL		1,006.16				
					OTHER PROFESSIONAL SERV.						
001100	604900				0	2023 10	INV	P	54.83	081823	298247 MAT RENTAL FOR SAFT
002471	CINTAS CORPORATION #	4162956429									
002522	COMCAST	06/22/23-8/21/23			0	2023 10	INV	P	365.20	081823	298262 CONVERTER BOX LEASE
004017	REGIONS CARDHOLDER S	4341 - 07-31-2023			0	2023 11	INV	P	1,590.00	081823	298425 4341 - 07-31-2023 C
004453	TRANSUNION RISK AND	362606-202307-1			0	2023 11	INV	P	374.60	081823	298479 ONLINE INVESTIGATIO
047187	FOUR SEASONS LAWN	15783			0	2023 11	INV	P	2,576.50	081823	298292 MB#2021-326 LAWN SE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL								4,961.13			
NOLA EXPENSE											
001100	604921										
003742	N & H ELECTRONIC DIS	238054	2304275	2023 11	INV	P	139.85	081823	298395	POWER SUPPLY FOR NO	
048940	WEST NETWORKS LLC	SO-191571	2304270	2023 10	INV	P	1,127.50	081823	298497	ROUTERS FOR NOLA CA	
ACCOUNT TOTAL								1,267.35			
TELEPHONE AND TELEGRAPH											
001100	606000										
002158	AT&T	L2023 8.8.23	0	2023 11	INV	P	192.76	081823	298207	AT&T POLICE DISPATC	
002158	AT&T	L2023-07.23	0	2023 10	INV	P	413.50	081823	298205	AT &T 07/23	
002158	AT&T	L2023-JUN-JUL 28	0	2023 11	INV	P	404.00	081823	298205	AT&T JUN-JUL 28 202	
								1,010.26			
002160	AT&T MOBILITY	287289913717X080523	0	2023 11	INV	P	6,552.13	081823	298209	MB2016-289/WIRELESS	
048026	SOUTHERN BILLING	34170	0	2023 10	INV	P	137.42	081823	298447	METRO PHONE SERVICE	
ACCOUNT TOTAL								7,699.81			
TRAVEL EXPENSE											
001100	611000										
004017	REGIONS CARDHOLDER S	1286 - 07-31-2023	0	2023 11	INV	P	1,283.85	081823	298425	1286 - 07-31-2023 C	
004017	REGIONS CARDHOLDER S	4341 - 07-31-2023	0	2023 11	INV	P	1,574.91	081823	298425	4341 - 07-31-2023 C	
								2,858.76			
004210	SIMS, JULIUS HARDY	96190T/SIMS	0	2023 11	INV	P	333.25	081823	298442	TRAVEL REIMBURSEMEN	
ACCOUNT TOTAL								3,192.01			
GAS											
001100	630000										
004321	SPIRE	G2023-10 AUG	0	2023 11	INV	P	1,540.08	081823	298462	SPIRE-AUG 10	
ACCOUNT TOTAL								1,540.08			
ELECTRICITY											
001100	630500										
003700	MS POWER COMPANY	E2023-1 AUG	0	2023 11	INV	P	5,212.17	081823	298382	MISSISSIPPI POWER-V	
ACCOUNT TOTAL								5,212.17			
MOTOR VEHICLE EQ. R&M											
001100	638400										
049660	SPE COLLISION CENTER 143		2302224	2023 10	INV	P	9,829.70	081823	298461	BREAKDOWN AND REPAI	
ACCOUNT TOTAL								9,829.70			
TOW IN CHARGES											
001100	639800										
003389	LARRY'S WRECKER SERV	11346	0	2023 11	INV	P	70.00	081823	298353	TOWING OF SEIZED VE	
003389	LARRY'S WRECKER SERV	11603	0	2023 11	INV	P	70.00	081823	298353	TOWING OF UNIT#1970	
								140.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL			140.00			
001100	684500					REGISTRATION FEE/TUITION						
004017	REGIONS	CARDHOLDER	S	1708 - 07-31-2023	0	2023	11	INV P	780.00	081823	298425 1708 - 07-31-2023 C	
004017	REGIONS	CARDHOLDER	S	4341 - 07-31-2023	0	2023	11	INV P	975.00	081823	298425 4341 - 07-31-2023 C	
									1,755.00			
						ACCOUNT TOTAL			1,755.00			
001100	739900					OTHER EQUIPMENT						
002160	AT&T MOBILITY		287308925627X0805223		0	2023	11	INV P	3,044.40	081823	298209 MB2016-287/GEOTAB/J	
003584	METRO CRIMESTOPPERS		364-H4607		0	2023	11	INV P	10,000.00	081823	298370 CRIME STOPPERS 2024	
004017	REGIONS	CARDHOLDER	S	6566 - 07-31-2023	0	2023	11	INV P	639.86	081823	298425 6566 - 07-31-2023 C	
						ACCOUNT TOTAL			13,684.26			
						ORG 001100 TOTAL			62,162.77			
001131	JOINT P&F TRNG.											
001131	500300					PAPER						
003810	OFFICE	PRODUCTS	PLUS	1024238-0		2304029	2023	11	INV P	131.47	081823 298399 OFFICE SUPPLIES	
						ACCOUNT TOTAL			131.47			
001131	501000					OTHER EXPENDABLE OFF.SPL						
002527	COMMERCIAL	STATIONER	470885-0			2304450	2023	11	INV P	155.58	081823 298264 OFFICE SUPPLIES	
003810	OFFICE	PRODUCTS	PLUS	1022454-1		2303754	2023	11	INV P	268.20	081823 298399 OFFICE SUPPLIES	
003810	OFFICE	PRODUCTS	PLUS	1024238-0		2304029	2023	11	INV P	624.88	081823 298399 OFFICE SUPPLIES	
003810	OFFICE	PRODUCTS	PLUS	1024238-1		2304029	2023	11	INV P	16.32	081823 298399 OFFICE SUPPLIES	
003810	OFFICE	PRODUCTS	PLUS	1024238-2		2304029	2023	11	INV P	63.60	081823 298399 OFFICE SUPPLIES	
									973.00			
003921	PINE BELT TROPHY		PBTA8/8/2023			2304517	2023	11	INV P	63.00	081823 298413 NAMEPLATES	
						ACCOUNT TOTAL			1,191.58			
001131	502000					MINOR OFFICE EQUIP/FURN.						
003921	PINE BELT TROPHY		PBTA8/3/23			2304437	2023	11	INV P	80.65	081823 298413 FIRE GRADUATE PLAQU	
						ACCOUNT TOTAL			80.65			
001131	508000					COMPUTER SUPPLIES						
004017	REGIONS	CARDHOLDER	S	4341 - 07-31-2023	0	2023	11	INV P	74.89	081823	298425 4341 - 07-31-2023 C	
						ACCOUNT TOTAL			74.89			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001131	510000										
002527	COMMERCIAL STATIONER	470885-0			2304450	2023 11	INV	P	202.01	081823	298264 OFFICE SUPPLIES
003810	OFFICE PRODUCTS PLUS	1024238-0			2304029	2023 11	INV	P	93.27	081823	298399 OFFICE SUPPLIES
				ACCOUNT TOTAL					295.28		
001131	512000										
003810	OFFICE PRODUCTS PLUS	1024238-0			2304029	2023 11	INV	P	99.19	081823	298399 OFFICE SUPPLIES
				ACCOUNT TOTAL					99.19		
001131	525000										
049764	GPM EMPIRE	93058 7/23			0	GAS AND OIL	2023 11	INV	500.00	081823	298298 7/2023 ADDITIONAL F
				ACCOUNT TOTAL					500.00		
001131	5462FR										
003744	NAFECO-NORTH AMERICA	1223622			2304409	2023 11	INV	P	4,884.74	081823	298396 SMOKE GENERATOR
003744	NAFECO-NORTH AMERICA	1224292			2304435	2023 11	INV	P	190.67	081823	298396 SMOKE GENERATOR LIQ
									5,075.41		
				ACCOUNT TOTAL					5,075.41		
001131	546500										
003723	MUNICIPAL EMERGENCY	IN1910502			2304033	2023 10	INV	P	1,275.01	081823	298393 SRT THROWIN GBAG SE
				ACCOUNT TOTAL					1,275.01		
001131	559000										
004017	REGIONS CARDHOLDER S	4341 - 07-31-2023			0	OTHER OPERATING MATL/SPLY	2023 11	INV	239.97	081823	298425 4341 - 07-31-2023 C
				ACCOUNT TOTAL					239.97		
001131	559100										
002215	BATTERIES PLUS BULBS	P64639904			2304344	2023 11	INV	P	397.80	081823	298219 BATTERIES
				ACCOUNT TOTAL					397.80		
001131	630000										
004321	SPIRE	G2023-3 AUG			0	GAS	2023 11	INV	156.04	081823	298462 SPIRE-VARIOUS DEPT
				ACCOUNT TOTAL					156.04		
001131	635000										
004256	SOLAR SUPPLY INC	3467923			2304233	2023 11	INV	P	132.23	081823	298446 AIR CONDITIONER REP
004256	SOLAR SUPPLY INC	3468081			2304261	2023 11	INV	P	39.60	081823	298446 AIR CONDITIONER REP
									171.83		
				ACCOUNT TOTAL					171.83		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001131	644900										
004057	RJ YOUNG COMPANY	INV6446271	0	OTHER RENT		2023 10	INV	P	265.51	081823	298432 P/F TRAINING ACADEM
				ACCOUNT TOTAL					265.51		
001131	684000										
004017	REGIONS CARDHOLDER S 1286 - 07-31-2023		0	DUES AND MEMBERSHIPS		2023 11	INV	P	95.00	081823	298425 1286 - 07-31-2023 C
				ACCOUNT TOTAL					95.00		
001131	6845FR										
002027	A A A AMBULANCE SERV 305		0	REGISTRATION-FIRE		2023 11	INV	P	35.00	081823	298189 BLS COURSE FOR POLI
002074	ALABAMA FIRE COLLEGE 7846		2304052			2023 11	INV	P	265.00	081823	298197 HFD J JACKSON AL FI
004331	STATE FIRE ACADEMY 30882		0			2023 10	INV	P	175.00	081823	298467 FIRE & LIFE SAFETY
				ACCOUNT TOTAL					475.00		
				ORG 001131 TOTAL					10,524.63		
001160				FIRE DIVISION							
001160	510000										
002471	CINTAS CORPORATION # 4163091063		0	CLEANING/JANITORIAL SPLY		2023 10	INV	P	30.03	081823	298248 HFD MECHANIC SHOP J
002471	CINTAS CORPORATION # 4163376335		0			2023 10	INV	P	159.74	081823	298246 HFD STATION 9 JANIT
									189.77		
048909	BRADY COMPANIES, LLC 8227845		2304499			2023 11	INV	P	713.32	081823	298225 HFD JANITORIAL SUPP
				ACCOUNT TOTAL					903.09		
001160	511000										
002471	CINTAS CORPORATION # 4164474569		0	HOUSEHOLD SUPPLIES		2023 11	INV	P	30.03	081823	298249 HFD MECHANIC SHOP J
004017	REGIONS CARDHOLDER S 2080 - 07-31-2023		0			2023 11	INV	P	297.46	081823	298425 2080 - 07-31-2023 C
048909	BRADY COMPANIES, LLC 8227845		2304499			2023 11	INV	P	166.89	081823	298225 HFD JANITORIAL SUPP
048909	BRADY COMPANIES, LLC 8233943		2304565			2023 11	INV	P	69.69	081823	298225 HFD ICE BAGS FOR AL
									236.58		
				ACCOUNT TOTAL					564.07		
001160	525000										
049764	GPM EMPIRE 93059 7/23		0	GAS AND OIL		2023 11	INV	P	613.70	081823	298299 7/2023 FLASHMARKET
				ACCOUNT TOTAL					613.70		
001160	525700										
049764	GPM EMPIRE 93059 7/23		0	DIESEL FUEL		2023 11	INV	P	2,526.45	081823	298299 7/2023 FLASHMARKET

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										2,526.45		
001160	535000	UNIFORMS, BADGES, ETC.										
002745	ESI SUPPLY, LLC	46414	2303679	2023 11	INV	P			4,275.00	081823	298286	HFD FIREFIGHTING GL
003588	MID SOUTH UNIFORM &	641594	2303620	2023 11	INV	P			1,858.50	081823	298371	HFD FIRST NAVY BLUE
ACCOUNT TOTAL										6,133.50		
001160	559000	OTHER OPERATING MATL/SPLY										
002471	CINTAS CORPORATION #	4163774455	0	2023 10	INV	P			30.03	081823	298248	HFD MECHANIC SHOP J
ACCOUNT TOTAL										30.03		
001160	560000	BUILDING MATERIALS & SPLY										
003543	MCELHANEY PLUMBING I	297198	2304443	2023 10	INV	P			12.93	081823	298365	HFD STATION 7 REPAI
ACCOUNT TOTAL										12.93		
001160	604900	OTHER PROFESSIONAL SERV.										
002160	AT&T MOBILITY	287308925627X0805223	0	2023 11	INV	P			354.00	081823	298209	MB2016-287/GEOTAB/J
ACCOUNT TOTAL										354.00		
001160	606000	TELEPHONE AND TELEGRAPH										
002160	AT&T MOBILITY	287290217384X0805223	0	2023 11	INV	P			1,460.65	081823	298209	MB2016-287/WIRELESS
ACCOUNT TOTAL										1,460.65		
001160	611000	TRAVEL EXPENSE										
004017	REGIONS CARDHOLDER S	2080 - 07-31-2023	0	2023 11	INV	P			75.59	081823	298425	2080 - 07-31-2023 C
004343	STEWART, SHERROCKO	9746.1	0	2023 10	INV	P			132.00	081823	298468	HFD CHIEF STEWART P
ACCOUNT TOTAL										207.59		
001160	612000	FREIGHT										
002367	BURROUGHS DIESEL INC	812249	2304410	2023 11	INV	P			190.00	081823	298230	HFD ENGINE 7 UNIT #
002738	EMPIRE TRUCK SALES	CE006213225:01	2304421	2023 11	INV	P			20.00	081823	298281	HFD RESERVE R2 UNIT
003588	MID SOUTH UNIFORM &	641594	2303620	2023 11	INV	P			25.00	081823	298371	HFD FIRST NAVY BLUE
004465	TRUCKPRO LLC	039-0717408	2304384	2023 10	INV	P			49.92	081823	298481	HFD LADDER 6 UNIT #
ACCOUNT TOTAL										284.92		
001160	630000	GAS										
004321	SPIRE	G2023-10 AUG	0	2023 11	INV	P			69.38	081823	298462	SPIRE-AUG 10
004321	SPIRE	G2023-3 AUG	0	2023 11	INV	P			106.67	081823	298462	SPIRE-VARIOUS DEPT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11				ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
												176.05			
ACCOUNT TOTAL												176.05			
001160	630500			ELECTRICITY											
003700	MS POWER COMPANY	E2023-1	AUG	0	2023	11	INV	P	2,096.97	081823		298382	MISSISSIPPI POWER-V		
004282	SOUTHERN PINE ELECTR	E2023-8/3/23		0	2023	11	INV	P	1,150.69	081823		298454	SOUTHERN PINE ELECT		
ACCOUNT TOTAL												3,247.66			
001160	631500			WATER											
002146	ARNOLD LINE WATER AS	T2023-7/20		0	2023	11	INV	P	44.00	081823		298204	ARNOLD LINE WATER-7		
048680	RAWLS SPRINGS UTILIT	T2023-07/14		0	2023	11	INV	P	45.41	081823		298423	RAWLS SPRING UTILIT		
ACCOUNT TOTAL												89.41			
001160	635000			BUILDING R&M											
002716	EDDIE PEARSON ROOFIN	2342		2303533	2023	10	INV	P	1,450.00	081823		298279	HFD STATION 5 ROOF		
004498	UNDERWOOD DOOR COMPA	15257		2303249	2023	10	INV	P	1,770.00	081823		298486	HFD STATION 6 BAY D		
ACCOUNT TOTAL												3,220.00			
001160	639800			TOW IN CHARGES											
003253	JOHNNY'S WRECKER SER	00046095		2304236	2023	10	INV	P	450.00	081823		298335	HFD ENGINE 9 UNIT #		
ACCOUNT TOTAL												450.00			
001160	641000			OFFICE EQUIPMENT RENT											
004050	RICOH CORP	38254930		0	2023	10	INV	P	192.00	081823		298431	HFD ADMIN OFFICE CO		
004050	RICOH CORP	38366205		0	2023	11	INV	P	192.00	081823		298431	HFD ADMIN OFFICE CO		
004050	RICOH CORP	5067816602		0	2023	11	INV	P	42.18	081823		298431	HFD ADMIN COPIER OV		
												426.18			
ACCOUNT TOTAL												426.18			
001160	642500			CYLINDER RENT											
002071	AIRGAS USA LLC (NORD	5500295787		0	2023	11	INV	P	57.55	081823		298196	HFD OXYGEN CYLINDER		
002071	AIRGAS USA LLC (NORD	5501011807		0	2023	11	INV	P	60.39	081823		298196	HFD OXYGEN CYLINDER		
												117.94			
004273	SOUTHERN GAS & SUPPL	37906780		0	2023	10	INV	P	105.71	081823		298452	HFD MEDICAL OXYGEN		
ACCOUNT TOTAL												223.65			
001160	643500			MOP-MAT-RAG RENT											
002471	CINTAS CORPORATION #	4163091717		0	2023	10	INV	P	59.21	081823		298247	HFD ADMIN OFFICE MA		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL								59.21				
ORG 001160 TOTAL								20,983.09				
LAND DEVEL.ADM.												
001180	525000				GAS AND OIL							
001180	049764	GPM EMPIRE	93059 7/23	0	2023 11	INV P		64.23	081823	298299	7/2023	FLASHMARKET
ACCOUNT TOTAL								64.23				
001180	570000				MTR VEHICLE REP.	PTS/SPL						
004514	UNIVERSITY TIRE & SE	INV220567		2304545	2023 11	INV P		53.70	081823	298488	OIL CHANGE (UNIT #	
ACCOUNT TOTAL								53.70				
001180	601300				DEMOLITION							
003718	MSP ENTERPRISES, LLC	080123-0		0	2023 11	INV P		6,403.04	081823	298391	DEMO OF 212 WILLIS	
ACCOUNT TOTAL								6,403.04				
001180	602300				ABSTRACTING & RECORDING							
002847	FORREST COUNTY CHANC	155		0	2023 11	INV P		286.00	081823	298291	RECORDING FEES FOR	
ACCOUNT TOTAL								286.00				
001180	639800				TOW IN CHARGES							
003869	PEANUTS TOWING SERVI	103310		0	2023 11	INV P		100.00	081823	298403	VEHICLE TOW IN FOR	
ACCOUNT TOTAL								100.00				
001180	684000				DUES AND MEMBERSHIPS							
002934	GREATER HATTIESBURG	08022023		0	2023 11	INV P		470.00	081823	298300	GHHA MEMBERSHIP RE	
003202	INTL CODE COUNCIL (D	2023-26 ICC DUES		0	2023 11	INV P		348.00	081823	298323	CITY OF HATTIESBURG	
ACCOUNT TOTAL								818.00				
001180	732700				DATA PROCESSING EQUIP.							
004017	REGIONS CARDHOLDER S	4341 - 07-31-2023		0	2023 11	INV P		194.11	081823	298425	4341 - 07-31-2023 C	
ACCOUNT TOTAL								194.11				
ORG 001180 TOTAL								7,919.08				
P/S CONTRAC.SER												
001190	681500				JAIL EXPENSE							
003371	LAMAR CTY SHERIFF	7.1.23-7.31.23		0	2023 11	INV P		30.00	081823	298349	HOUSING OF INMATES	
ACCOUNT TOTAL								30.00				
ORG 001190 TOTAL								30.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001191												TRAFFIC MAINT.
001191	525000											GAS AND OIL
049764	GPM EMPIRE	93059	7/23	0			2023	11	INV P	357.38	081823	298299 7/2023 FLASHMARKET
										ACCOUNT TOTAL	357.38	
001191	545000											HAND TOOLS
003456	LOWE'S HOME IMPROVEM	967533		0			2023	10	INV P	1,166.40	081823	298356 REF PO 2302969
										ACCOUNT TOTAL	1,166.40	
001191	554000											TRAFFIC CONTROL EQ. SPLY.
004555	VULCAN SIGNS	R35059		2303755			2023	11	INV P	3,884.90	081823	298489 TRAFFIC SIGNS
										ACCOUNT TOTAL	3,884.90	
001191	554500											TRAFFIC SIGNS
004205	SIGNS FIRST	h-85453		2304106			2023	11	INV P	43.69	081823	298441 STREET MARKERS
										ACCOUNT TOTAL	43.69	
001191	559000											OTHER OPERATING MATL/SPLY
002795	FASTENAL COMPANY	MSHAT239244		2304125			2023	10	INV P	453.26	081823	298290 OTHER OPERATING EQU
										ACCOUNT TOTAL	453.26	
001191	570000											MTR VEHICLE REP. PTS/SPL
002160	AT&T MOBILITY	287308925627X0805223	0				2023	11	INV P	94.40	081823	298209 MB2016-287/GEOTAB/J
002168	AUTO ZONE	0139635927		2304357			2023	11	INV P	233.98	081823	298213 AUTOMOBILE PARTS
002168	AUTO ZONE	0139650914		2304531			2023	11	INV P	32.78	081823	298213 VEHICLE REPAIR 1860
										266.76		
003246	JERRY'S AUTOMOTIVE R	22552		2304160			2023	10	INV P	402.95	081823	298329 VEHICLE REPAIR UNIT
										ACCOUNT TOTAL	764.11	
001191	630000											GAS
004321	SPIRE	G2023-10 AUG		0			2023	11	INV P	30.28	081823	298462 SPIRE-AUG 10
										ACCOUNT TOTAL	30.28	
001191	643000											UNIFORM RENT
002471	CINTAS CORPORATION # 4163088415			0			2023	11	INV P	25.00	081823	298249 TRAFFIC UNIFORM
002471	CINTAS CORPORATION # 4163771475			0			2023	11	INV P	25.00	081823	298249 TRAFFIC UNIFORM S
002471	CINTAS CORPORATION # 4164471522			0			2023	11	INV P	25.00	081823	298249 TRAFFIC UNIFORM
										75.00		
										ACCOUNT TOTAL	75.00	

YEAR/PERIOD: 2023/10 TO 2023/11				ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S		WARRANT		CHECK	DESCRIPTION	
001191	643500								MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4163087847	0	2023	11	INV	P	8.30	081823	298249	TRAFFIC MATS	SC/82			
002471	CINTAS CORPORATION #	4163770890	0	2023	11	INV	P	8.30	081823	298249	TRAFFIC MATS	SC/8			
002471	CINTAS CORPORATION #	4164471041	0	2023	11	INV	P	8.30	081823	298249	TRAFFIC MATS	SC/			
								24.90							
ACCOUNT TOTAL								24.90							
001191	687000							CUSTODIAL SERVICE							
002037	AB SUPPORT SERVICES	4B1020	2301150	2023	11	INV	P	424.00	081823	298191	TWO QUOTE - JANITOR				
ACCOUNT TOTAL								424.00							
ORG 001191 TOTAL								7,223.92							
001201	STREET DIV.														
001201	502000							MINOR OFFICE EQUIP/FURN.							
004017	REGIONS CARDHOLDER S	6566 - 07-31-2023	0	2023	11	INV	P	314.28	081823	298425	6566 - 07-31-2023 C				
ACCOUNT TOTAL								314.28							
001201	525000							GAS AND OIL							
049764	GPM EMPIRE	93058 7/23	0	2023	11	INV	P	1,500.00	081823	298298	7/2023 ADDITIONAL F				
049764	GPM EMPIRE	93059 7/23	0	2023	11	INV	P	712.55	081823	298299	7/2023 FLASHMARKET				
								2,212.55							
ACCOUNT TOTAL								2,212.55							
001201	525700							DIESEL FUEL							
049764	GPM EMPIRE	93058 7/23	0	2023	11	INV	P	2,500.00	081823	298298	7/2023 ADDITIONAL F				
049764	GPM EMPIRE	93059 7/23	0	2023	11	INV	P	262.10	081823	298299	7/2023 FLASHMARKET				
								2,762.10							
ACCOUNT TOTAL								2,762.10							
001201	540000							ASPHALT & ASPHALT PROD.							
002442	CENTRAL PIPE SUPPLY	S100343452.001	2304412	2023	11	INV	P	1,950.00	081823	298242	PERMA PATCH				
ACCOUNT TOTAL								1,950.00							
001201	540500							CONCRETE, CEMENT, ETC.							
049992	SASSER AARON GLENN	1591	2303635	2023	11	INV	P	600.00	081823	298439	LINE PUMP BLOCK FIL				
ACCOUNT TOTAL								600.00							
001201	541500							SAND,CLAY,GRVL,FILL DIRT							
003134	HOVER GRAVEL CO	15760	2304240	2023	11	INV	P	2,100.00	081823	298316	TOPSOIL/VARIOUS LOC				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										2,100.00		
001201	559000						OTHER OPERATING MATL/SPLY					
002905	GILLILANDS ELECTRONI	11884	0	2023	11	INV	P	90.00	081823	298296	LABOR TO CHECK ON C	
003772	NEWELL PAPER COMPANY	656536	2304546	2023	11	INV	P	107.54	081823	298397	DART 16J16 16OZ FOA	
004017	REGIONS CARDHOLDER S	1286 - 07-31-2023	0	2023	11	INV	P	85.02	081823	298425	1286 - 07-31-2023 C	
050079	MAGNOLIA STATION	216921	2304080	2023	11	INV	P	72.18	081823	298359	PRINTER PAPER SPOOL	
ACCOUNT TOTAL										354.74		
001201	561000						PLUMBING SUPPLIES					
003543	MCELHANEY PLUMBING I	297249	2304495	2023	11	INV	P	73.80	081823	298365	SPUD FOR MEN'S REST	
003543	MCELHANEY PLUMBING I	297252	2304117	2023	11	INV	P	129.95	081823	298365	FLUSH VALVE/PW	
										203.75		
ACCOUNT TOTAL										203.75		
001201	570000						MTR VEHICLE REP. PTS/SPL					
002160	AT&T MOBILITY	287308925627X0805223	0	2023	11	INV	P	1,085.81	081823	298209	MB2016-287/GEOTAB/J	
002569	COVINGTON SALES & SE	96964	2304404	2023	11	INV	P	550.37	081823	298271	PART FOR UNIT 15084	
ACCOUNT TOTAL										1,636.18		
001201	575500						AGRICLTRL REPAIR PTS/SPL					
002083	ALLBRITTON CHAIN SAW	99459	2304580	2023	11	INV	P	802.80	081823	298199	LAWN MOWER BLADES	
003916	PINE BELT INDUSTRIAL	4210832-0001-04	2304252	2023	11	INV	P	122.76	081823	298411	LAWNMOWER BELTS	
ACCOUNT TOTAL										925.56		
001201	604900						OTHER PROFESSIONAL SERV.					
047034	BUGZ LAWN CARE	19	0	2023	11	INV	P	1,200.00	081823	298228	MONTHLY LANDSCAPE M	
048676	PROCARE LANDS	16	0	2023	10	INV	P	6,000.00	081823	298420	JULY WEEEEKLY MAINTNE	
048966	MARTINEZ DAVID J	116	0	2023	11	INV	P	2,000.00	081823	298363	JULY WEEKLY MAINTEN	
ACCOUNT TOTAL										9,200.00		
001201	612000						FREIGHT					
002569	COVINGTON SALES & SE	96964	2304404	2023	11	INV	P	24.46	081823	298271	PART FOR UNIT 15084	
ACCOUNT TOTAL										24.46		
001201	638400						MOTOR VEHICLE EQ. R&M					
002169	AUTOMOTIVE GLASS SPE	W257789	2304448	2023	11	INV	P	685.00	081823	298214	UNIT 17018 DOOR GL	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL									685.00				
OTHER REPAIRS AND MAINT.													
001201	639900					2023	11	INV	P	747.46	081823	298296	REPAIRS TO FUEL STA
002905	GILLILANDS ELECTRONI	11599	0		2023	11	INV	P	319.95	081823	298296	REPLACE SHOP CAMERA	
002905	GILLILANDS ELECTRONI	11844	0		2023	11	INV	P	1,067.41				
047021	HINTON, ANTHONY	000247	2304250	2023	11	INV	P	425.00	081823	298312	REPAIRS ON SKID STE		
050053	SPATCO ENERGY	93626725	0	2023	11	INV	P	449.30	081823	298460	LABOR TO REPLACE CA		
ACCOUNT TOTAL									1,941.71				
UNIFORM RENT													
001201	643000				2023	10	INV	P	40.53	081823	298248	UNIFORMS SC 8200044	
002471	CINTAS CORPORATION #	4163088080	0	2023	11	INV	P	94.63	081823	298247	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION #	4163088209	0	2023	11	INV	P	298.54	081823	298246	UNIFORM SC 82000447		
002471	CINTAS CORPORATION #	4163088276	0	2023	10	INV	P	19.99	081823	298249	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION #	4163088337	0	2023	11	INV	P	214.47	081823	298246	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION #	4163088526	0	2023	11	INV	P	68.22	081823	298247	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION #	4163771160	0	2023	11	INV	P	123.20	081823	298247	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION #	4163771252	0	2023	11	INV	P	94.63	081823	298247	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION #	4163771335	0	2023	11	INV	P	19.99	081823	298249	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION #	4163771430	0	2023	11	INV	P	43.09	081823	298247	UNIFORM SC 82000447		
002471	CINTAS CORPORATION #	4163771470	0	2023	11	INV	P	1,017.29					
ACCOUNT TOTAL									1,017.29				
ORG 001201 TOTAL									25,927.62				
STREET LIGHTS													
ELECTRICITY													
001202	630500				2023	11	INV	P	51.67	081823	298388	AT&T 699 BOWLING ST	
003700	MS POWER COMPANY	e2023 8.11.23	0	2023	11	INV	P	55.46	081823	298385	MISSISSIPPI POWER E		
003700	MS POWER COMPANY	E2023 9 AUG	0	2023	11	INV	P	3,280.67	081823	298382	MISSISSIPPI POWER-V		
003700	MS POWER COMPANY	E2023-1 AUG	0	2023	10	INV	P	92.37	081823	298380	MISSISSIPPI POWER E		
003700	MS POWER COMPANY	E2023-26 JUL	0	2023	11	INV	P	401.45	081823	298380	MISSISSIPPI POWER-V		
003700	MS POWER COMPANY	E2023-28 JULY	0	2023	11	INV	P	105.65	081823	298384	MISSISSIPPI POWER E		
003700	MS POWER COMPANY	E2023-7 AUG	0	2023	11	INV	P	54.22	081823	298386	MISSISSIPPI POWER E		
003700	MS POWER COMPANY	E2023-7 AUG 23	0	2023	11	INV	P	1,799.75	081823	298387	MISSISSIPPI POWER E		
003700	MS POWER COMPANY	E2023-9 AUG	0	2023	11	INV	P	103.35	081823	298381	MISSISSIPPI POWER-4		
003700	MS POWER COMPANY	E2023-A AUG	0	2023	11	INV	P	5,944.59					
003873	PEARL RIVER VALLEY E	2023 28 JUL	0	2023	11	INV	P	1,746.75	081823	298404	PEARL RIVER VALLEY-		
003873	PEARL RIVER VALLEY E	2023 7 AUG	0	2023	11	INV	P	538.06	081823	298404	PEARL RIVER VALLEY		
003873	PEARL RIVER VALLEY E	2023-24 JUL	0	2023	10	INV	P	1,286.20	081823	298404	PEARL RIVER VALLEY-		
003873	PEARL RIVER VALLEY E	2023-27 JULY	0	2023	11	INV	P	2,989.34	081823	298404	PEARL RIVER VALLEY		
003873	PEARL RIVER VALLEY E	2023-4 AUG	0	2023	11	INV	P	828.15	081823	298404	PEARL RIVER VALLEY		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
								7,388.50		
004282	SOUTHERN PINE ELECTR	E2023-8/3/23		0	2023	11	INV P	2,047.64	081823	298454 SOUTHERN PINE ELECT
ACCOUNT TOTAL								15,380.73		
ORG 001202 TOTAL								15,380.73		
ENGR/PUBLIC SER										
001203	501000				OTHER EXPENDABLE			OFF.SPL		
004017	REGIONS CARDHOLDER S	1286 - 07-31-2023		0	2023	11	INV P	48.13	081823	298425 1286 - 07-31-2023 C
004017	REGIONS CARDHOLDER S	2080 - 07-31-2023		0	2023	11	INV P	158.75	081823	298425 2080 - 07-31-2023 C
								206.88		
ACCOUNT TOTAL								206.88		
001203	560000				BUILDING MATERIALS & SPLY					
003543	MCELHANEY PLUMBING I	296991		2304310	2023	11	INV P	9.95	081823	298365 TOILET SEAT COVER -
ACCOUNT TOTAL								9.95		
001203	570000				MTR VEHICLE REP. PTS/SPL					
002160	AT&T MOBILITY	287308925627X0805223		0	2023	11	INV P	47.20	081823	298209 MB2016-287/GEOTAB/J
ACCOUNT TOTAL								47.20		
001203	606000				TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287289913717X080523		0	2023	11	INV P	98.54	081823	298209 MB2016-289/WIRELESS
ACCOUNT TOTAL								98.54		
001203	630000				GAS					
004321	SPIRE	G2023-3 AUG		0	2023	11	INV P	27.34	081823	298462 SPIRE-VARIOUS DEPT
ACCOUNT TOTAL								27.34		
001203	687000				CUSTODIAL SERVICE					
002037	AB SUPPORT SERVICES	481020		2301150	2023	11	INV P	424.00	081823	298191 TWO QUOTE - JANITOR
ACCOUNT TOTAL								424.00		
001203	699900				SERVICES NOT SPECIFIED					
003712	MS STATE/TAX COMM/TA UNIT #22126			0	2023	11	INV P	12.00	081823	298389 TAG-VIN JN8BT3BA6PW
004489	U S GEOLOGICAL SURVE	91084972		0	2023	11	INV P	7,210.00	081823	298485 MB 2022-29 BOUIE RI
ACCOUNT TOTAL								7,222.00		
ORG 001203 TOTAL								8,035.91		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11										
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001204				SHOP DIVISION						
001204 512000				MEDICAL SUPPLIES						
002472	CINTAS	FIRST AID J71	5169095329	0	2023	11	INV	P	134.58	081823 298250 RESTOCK FIRST AID K
ACCOUNT TOTAL								134.58		
001204 525000				GAS AND OIL						
049764	GPM	EMPIRE	93058 7/23	0	2023	11	INV	P	1,200.00	081823 298298 7/2023 ADDITIONAL F
ACCOUNT TOTAL								1,200.00		
001204 525500				LUBRICANTS						
004583	WARING	OIL CO	260455	2304328	2023	11	INV	P	2,511.38	081823 298490 CHEVRON AW68 FOR SH
ACCOUNT TOTAL								2,511.38		
001204 546000				MINOR EQUIPMENT						
048827	CARQUEST		14758-28069	2304380	2023	11	INV	P	184.62	081823 298241 SHOP CHAIN COME ALO
ACCOUNT TOTAL								184.62		
001204 559000				OTHER OPERATING MATL/SPLY						
048827	CARQUEST		14758-28407	2304487	2023	11	INV	P	56.66	081823 298241 HAND CLEANER/PW SHO
ACCOUNT TOTAL								56.66		
001204 560500				ELECTRICAL SUPPLIES						
002883	GARNER	LUMLEY ELECTR	602295	2304348	2023	11	INV	P	92.52	081823 298293 SHOP ELECTRICAL SUP
ACCOUNT TOTAL								92.52		
001204 570000				MTR VEHICLE REP. PTS/SPL						
048827	CARQUEST		14758-28250	2304122	2023	11	INV	P	39.48	081823 298241 BRAKE CLEAN NON-CHL
ACCOUNT TOTAL								39.48		
001204 577000				EXPENDABLE WELDING SPLY.						
004017	REGIONS	CARDHOLDER S	1286 - 07-31-2023	0	2023	11	INV	P	54.99	081823 298425 1286 - 07-31-2023 C
ACCOUNT TOTAL								54.99		
001204 630000				GAS						
004321	SPIRE		G2023-3 AUG	0	2023	11	INV	P	20.00	081823 298462 SPIRE-VARIOUS DEPT
ACCOUNT TOTAL								20.00		
001204 642500				CYLINDER RENT						
002071	AIRGAS	USA LLC (NORD	5500295785	0	2023	10	INV	P	471.05	081823 298196 CYLINDER RENTAL/PW
002071	AIRGAS	USA LLC (NORD	5501011805	0	2023	11	INV	P	494.17	081823 298196 CYLINDER RENTAL/PW
								965.22		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			965.22			
001204 643000					UNIFORM RENT						
002471	CINTAS CORPORATION #	4161682899	0	2023 10	INV	P	148.22	081823	298247	UNIFORM RENTAL/PW	S
002471	CINTAS CORPORATION #	4162375006	0	2023 10	INV	P	68.92	081823	298247	UNIFORM RENTAL/SC#8	
002471	CINTAS CORPORATION #	4163088372	0	2023 10	INV	P	68.92	081823	298247	UNIFORM RENTAL/PW	S
002471	CINTAS CORPORATION #	4163771505	0	2023 11	INV	P	125.56	081823	298247	UNIFORM RENTAL/PW	S
002471	CINTAS CORPORATION #	4164471503	0	2023 11	INV	P	125.41	081823	298247	UNIFORM RENTAL/SC#8	
							537.03				
					ACCOUNT TOTAL			537.03			
					ORG 001204 TOTAL			5,796.48			
001205					G O & F S DIV.						
001205	501000				OTHER EXPENDABLE OFF.SPL						
003772	NEWELL PAPER COMPANY	4155148	2304345	2023 11	INV	P	213.50	081823	298397	OFFICE COPY PAPER	
					ACCOUNT TOTAL			213.50			
001205 525000					GAS AND OIL						
049764	GPM EMPIRE	93058 7/23	0	2023 11	INV	P	300.00	081823	298298	7/2023 ADDITIONAL F	
					ACCOUNT TOTAL			300.00			
001205 604900					OTHER PROFESSIONAL SERV.						
003186	INSTALLATION PLUS	11263	0	2023 11	INV	P	192.45	081823	298321	LABOR TO REPAIR PUM	
					ACCOUNT TOTAL			192.45			
					ORG 001205 TOTAL			705.95			
001206					DRAINAGE DIV.						
001206	525000				GAS AND OIL						
049764	GPM EMPIRE	93059 7/23	0	2023 11	INV	P	209.35	081823	298299	7/2023 FLASHMARKET	
					ACCOUNT TOTAL			209.35			
001206 606000					TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287290252011X080523	0	2023 11	INV	P	461.60	081823	298209	MB2016-287/WIRELESS	
					ACCOUNT TOTAL			461.60			
001206 729500					OTHER IMPROVEMENTS						
049466	MYERS UNDERGROUND	PAYMENT #7 FINAL	0	2023 11	INV	P	13,367.82	081823	298394	MB 2021-549 MIDTOWN	
					ACCOUNT TOTAL			13,367.82			
					ORG 001206 TOTAL			14,038.77			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11												
ACCOUNT/VENDOR			INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
001207 CONSTRUCTION												
001207	525000					GAS	AND OIL					
049764	GPM EMPIRE	93058	7/23		0	2023	11	INV	P	500.00	081823	298298 7/2023 ADDITIONAL F
ACCOUNT TOTAL										500.00		
001207	525700					DIESEL	FUEL					
049764	GPM EMPIRE	93058	7/23		0	2023	11	INV	P	1,000.00	081823	298298 7/2023 ADDITIONAL F
ACCOUNT TOTAL										1,000.00		
001207	559000					OTHER	OPERATING MATL/SPLY					
003456	LOWE'S HOME IMPROVEM	967888			0	2023	10	INV	P	302.10	081823	298356 REF PO 2302872
004017	REGIONS CARDHOLDER S	6566 - 07-31-2023			0	2023	11	INV	P	141.09	081823	298425 6566 - 07-31-2023 C
ACCOUNT TOTAL										443.19		
001207	560000					BUILDING	MATERIALS & SPLY					
002714	ECONOMY SUPPLY CO	105328			2304509	2023	11	INV	P	102.00	081823	298278 MATERIAL FOR TWIN F
ACCOUNT TOTAL										102.00		
001207	560500					ELECTRICAL	SUPPLIES					
002795	FASTENAL COMPANY	MSHAT239154			0	2023	10	INV	P	425.28	081823	298290 DUCT TAPE/CONST
004017	REGIONS CARDHOLDER S	1708 - 07-31-2023			0	2023	11	INV	P	310.86	081823	298425 1708 - 07-31-2023 C
004256	SOLAR SUPPLY INC	3469356			2304508	2023	11	INV	P	362.21	081823	298446 MATERIAL FOR ELECTR
ACCOUNT TOTAL										1,098.35		
001207	561000					PLUMBING	SUPPLIES					
003543	MCELHANEY PLUMBING I	297402			2304605	2023	11	INV	P	92.74	081823	298365 PLUMBING SUPPLIES/C
ACCOUNT TOTAL										92.74		
001207	570000					MTR	VEHICLE REP. PTS/SPL					
002166	AUTO ARMATURE SERVIC	02304299			2304299	2023	10	INV	P	179.95	081823	298212 VEHICLE REPAIR
002166	AUTO ARMATURE SERVIC	31748			2304428	2023	11	INV	P	189.95	081823	298212 BATTERY FOR UNIT#13
										369.90		
048420	BAKER DISTRIBUTING	EE71518			2304263	2023	10	INV	P	103.04	081823	298216 VEHICLE SUPPLIES
ACCOUNT TOTAL										472.94		
001207	604900					OTHER	PROFESSIONAL SERV.					
003191	INTERFACE SECURITY S	20519359			0	2023	10	INV	P	48.87	081823	298322 TWIN FORK RISING SE
ACCOUNT TOTAL										48.87		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
001207	642500	CYLINDER RENT										
002071	AIRGAS USA LLC (NORD 5500295786	0	2023 10	INV	P	232.81	081823		298196	CYLINDER RENTAL/CON		
002071	AIRGAS USA LLC (NORD 5501011806	0	2023 11	INV	P	244.22	081823		298196	CYLINDER RENTAL/CON		
						477.03						
ACCOUNT TOTAL						477.03						
001207	643000	UNIFORM RENT										
002471	CINTAS CORPORATION # 4161682674	0	2023 10	INV	P	33.36	081823		298248	UNIFORM RENTAL/SC#8		
002471	CINTAS CORPORATION # 4162374736	0	2023 10	INV	P	125.19	081823		298247	UNIFORM RENTAL/SC#8		
002471	CINTAS CORPORATION # 4163087988	0	2023 10	INV	P	33.36	081823		298248	UNIFORM RENTAL/SC#8		
002471	CINTAS CORPORATION # 4163771085	0	2023 11	INV	P	33.36	081823		298248	UNIFORM RENTAL/SC#8		
002471	CINTAS CORPORATION # 4164471190	0	2023 11	INV	P	33.36	081823		298248	UNIFORM RENTAL/SC#8		
						258.63						
ACCOUNT TOTAL						258.63						
ORG 001207 TOTAL						4,493.75						
001220	SANITATION DIV.											
001220	525000	GAS AND OIL										
049764	GPM EMPIRE	93059	7/23	0	2023 11	INV	P	254.36	081823	298299	7/2023	FLASHMARKET
ACCOUNT TOTAL						254.36						
001220	525700	DIESEL FUEL										
049764	GPM EMPIRE	93059	7/23	0	2023 11	INV	P	6,170.80	081823	298299	7/2023	FLASHMARKET
ACCOUNT TOTAL						6,170.80						
001220	559000	OTHER OPERATING MATL/SPLY										
002905	GILLILANDS ELECTRONI 11845	2304417	2023 11	INV	P	90.00	081823		298296	REPLACE DAMAGED BAT		
ACCOUNT TOTAL						90.00						
001220	559001	OTHER OPERATING SPLY-RECYCLING										
002472	CINTAS FIRST AID J71 5169095308	2304363	2023 11	INV	P	365.77	081823		298250	GATORADE FOR SANIT		
003216	J M H GRAPHICS 39340	2304401	2023 11	INV	P	309.00	081823		298325	HATS FOR SANITATION		
004327	STANDARD OFFICE SUPP H19513-00	2304423	2023 11	INV	P	405.14	081823		298466	SANITATION OFFICE S		
ACCOUNT TOTAL						1,079.91						
001220	570000	MTR VEHICLE REP. PTS/SPL										
002367	BURROUGHS DIESEL INC 22731	2304418	2023 11	INV	P	1,409.15	081823		298230	UNIT 21388 DEF LINE		
002739	EMPIRE TRUCK SALES RE006038221:01	2304320	2023 11	INV	P	1,843.34	081823		298282	UNIT 20072 FILTER/R		
002739	EMPIRE TRUCK SALES RE006038289:01	2304530	2023 11	INV	P	320.64	081823		298282	UNIT 19948 FILTER-V		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11				ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
												2,163.98			
003114	HOL-MAC CORPORATION	395019		2304527	2023 11	INV	P		333.49	081823		298313	UNIT 21388 BUSHING/		
003253	JOHNNY'S WRECKER SER	00045493		0	2023 11	INV	P		400.00	081823		298335	TOW UNIT 20071 TO P		
004297	SOUTHERN TIRE MART (	2520130439		2304422	2023 11	INV	P		132.00	081823		298455	TIRES REPAIR/PATCH		
ACCOUNT TOTAL									4,438.62						
001220	604900			OTHER PROFESSIONAL SERV.											
002160	AT&T MOBILITY	287308925627X0805223	0		2023 11	INV	P		613.60	081823		298209	MB2016-287/GEOTAB/J		
002523	COMCAST CABLEVISION	071823		0	2023 10	INV	P		2.08	081823		298263	CABLE /SANITATION/P		
ACCOUNT TOTAL									615.68						
001220	612000			FREIGHT											
002367	BURROUGHS DIESEL INC	22731		2304418	2023 11	INV	P		50.00	081823		298230	UNIT 21388 DEF LINE		
004120	SANSOM EQUIPMENT CO	P04888		2303927	2023 11	INV	P		20.02	081823		298438	COLOR MONITOR FOR 2		
004120	SANSOM EQUIPMENT CO	P04894		2304296	2023 11	INV	P		293.18	081823		298438	CHAIN GUARD FOR NEW		
									313.20						
ACCOUNT TOTAL									363.20						
001220	638400			MOTOR VEHICLE EQ. R&M											
002739	EMPIRE TRUCK SALES	CE006212866:01		2304286	2023 11	INV	P		124.60	081823		298282	UNIT 15893 TRANSMIS		
002739	EMPIRE TRUCK SALES	CE006213305:01		2304468	2023 11	INV	P		49.50	081823		298282	BRUSH HEADS FOR SAN		
									174.10						
003114	HOL-MAC CORPORATION	395040		2304575	2023 11	INV	P		964.59	081823		298313	UNIT 21704 SWING BR		
004120	SANSOM EQUIPMENT CO	P04888		2303927	2023 11	INV	P		843.72	081823		298438	COLOR MONITOR FOR 2		
004120	SANSOM EQUIPMENT CO	P04894		2304296	2023 11	INV	P		180.14	081823		298438	CHAIN GUARD FOR NEW		
									1,023.86						
ACCOUNT TOTAL									2,162.55						
001220	639800			TOW IN CHARGES											
003389	LARRY'S WRECKER SERV	11458		0	2023 11	INV	P		70.00	081823		298353	TOW UNIT 14676 FROM		
ACCOUNT TOTAL									70.00						
001220	643000			UNIFORM RENT											
002471	CINTAS CORPORATION #	4163087880	0		2023 11	INV	P		40.18	081823		298248	SC8200044758 - SANI		
002471	CINTAS CORPORATION #	4163088771	0		2023 11	INV	P		574.17	081823		298246	SC8200044758 - SANI		
002471	CINTAS CORPORATION #	4163770950	0		2023 11	INV	P		40.18	081823		298248	SC8200044758 SANIT		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002471	CINTAS CORPORATION #	4163771905		0	2023 11	INV	P	530.01	081823	298246	SC 8200044758-SANIT
002471	CINTAS CORPORATION #	4164471099		0	2023 11	INV	P	40.18	081823	298248	SC#8200044758 SANIT
002471	CINTAS CORPORATION #	4164471836		0	2023 11	INV	P	269.91	081823	298246	SC# 8200044758 -SAN
								1,494.63			
ACCOUNT TOTAL								1,494.63			
001220	688000			TIPPING FEES							
002007	98 WASTE LLC	5419		0	2023 11	INV	P	22,085.00	081823	298188	MB2016-322 SANITATI
002007	98 WASTE LLC	5420		0	2023 11	INV	P	10,437.00	081823	298188	MB2016-322 CODE ENF
002007	98 WASTE LLC	5421		0	2023 11	INV	P	2,030.00	081823	298188	MB2016-322 PARKS &
								34,552.00			
003798	NORTHGATE LAND & TIM	1139		0	2023 11	INV	P	267.00	081823	298398	RED DIRT-CODE ENF--
003920	PINE BELT REGIONAL S	7375		0	2023 11	INV	P	39,167.39	081823	298412	MB197-1/451-454 SAN
004030	REPUBLIC SERVICES IN	0991-000350472		2303973	2023 11	INV	P	9,926.80	081823	298428	OPEN P.O.-RECYCLING
004591	WASTE MANAGEMENT OF	0013746-2526-5		0	2023 11	INV	P	3,173.62	081823	298493	MB2003-5/484 SANITA
ACCOUNT TOTAL								87,086.81			
ORG 001220 TOTAL								103,826.56			
001250				HEALTH DIVISION							
001250	513000			CHEMICALS							
002483	CLARKE	5105812		2304169	2023 11	INV	P	3,150.00	081823	298256	CHEMICALS/MOSQUITO
ACCOUNT TOTAL								3,150.00			
001250	525000			GAS AND OIL							
049764	GPM EMPIRE	93058 7/23		0	2023 11	INV	P	100.00	081823	298298	7/2023 ADDITIONAL F
ACCOUNT TOTAL								100.00			
001250	525700			DIESEL FUEL							
049764	GPM EMPIRE	93058 7/23		0	2023 11	INV	P	2,698.01	081823	298298	7/2023 ADDITIONAL F
ACCOUNT TOTAL								2,698.01			
001250	575500			AGRICLTRL REPAIR PTS/SPL							
002304	BRACKMAN MOWER WAREH	42869		2304266	2023 11	INV	P	450.00	081823	298224	PULLEY DRIVE FOR AL
002569	COVINGTON SALES & SE	96852		2304249	2023 11	INV	P	199.49	081823	298271	UNIT 21466 2 SPRING
003615	JOHN DEERE FINANCIAL	P93298		2304462	2023 11	INV	P	131.32	081823	298332	UNIT 21691 & 21690
003843	PARISH TRACTOR (HATT	P09910		2304285	2023 10	INV	P	44.35	081823	298401	UNIT 20373 OIL SEAL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
003916	PINE BELT INDUSTRIAL	4210047-0001-04	2303875	2023 11	INV	P	54.15	081823	298411	UNIT 16722 , 16723	
ACCOUNT TOTAL							879.31				
ORG 001250 TOTAL							6,827.32				
001402	ECONOMIC DEV.										
001402	604900	OTHER PROFESSIONAL SERV.									
002901	GILKEY ELECTRIC SUPP	369670	2304036	2023 11	INV	P	742.75	081823	298295	I-59 & HWY 49 INTER	
004610	WEBSTER ELECTRIC COM	PAYMENT NO 7	0	2023 11	INV	P	70,719.60	081823	298496	MB 2021-322 HWY 49	
049196	JW CHAIN CONTRACTORS	PAYMENT NO 5	0	2023 11	INV	P	100,011.27	081823	298339	MB 2022-73 JAYCEE P	
ACCOUNT TOTAL							171,473.62				
ORG 001402 TOTAL							171,473.62				
001551	AIRPORT DIV.										
001551	525000	GAS AND OIL									
049764	GPM EMPIRE	93058 7/23	0	2023 11	INV	P	1,000.00	081823	298298	7/2023 ADDITIONAL F	
ACCOUNT TOTAL							1,000.00				
001551	630000	GAS									
004321	SPIRE	G2023-3 AUG	0	2023 11	INV	P	71.41	081823	298462	SPIRE-VARIOUS DEPT	
ACCOUNT TOTAL							71.41				
ORG 001551 TOTAL							1,071.41				
001553	CEMETERY DIV										
001553	502000	MINOR OFFICE EQUIP/FURN.									
003825	OWENS BUSINESS MACHI	471605	0	2023 10	INV	P	42.55	081823	298400	SERVICE OF COPY MAC	
ACCOUNT TOTAL							42.55				
001553	513000	CHEMICALS									
002443	CERTIFIED LABORATORI	8241870	2303253	2023 11	INV	P	147.59	081823	298243	GAS & OIL FOR CEMET	
ACCOUNT TOTAL							147.59				
001553	525000	GAS AND OIL									
002443	CERTIFIED LABORATORI	8241870	2303253	2023 11	INV	P	852.36	081823	298243	GAS & OIL FOR CEMET	
049764	GPM EMPIRE	93059 7/23	0	2023 11	INV	P	91.73	081823	298299	7/2023 FLASHMARKET	
ACCOUNT TOTAL							944.09				
001553	544000	HORT./LANDSCAPING SPPLY.									
003717	MS TURF	333897	2303066	2023 11	INV	P	135.00	081823	298390	AGRICLTRL PARTS & S	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004499	UNDERWOOD OUTDOOR	PO	125497		2304445	2023 11	INV	P	28.35 081823	298487	POLE SAW AND CHAINS
ACCOUNT TOTAL									163.35		
001553	570000										
002160	AT&T MOBILITY		287308925627X0805223	0		2023 11	INV	P	259.60 081823	298209	MB2016-287/GEOTAB/J
002166	AUTO ARMATURE SERVIC	31771			2304521	2023 11	INV	P	229.95 081823	298212	MOTOR VEHICLE REPAI
002166	AUTO ARMATURE SERVIC	31787			2304563	2023 11	INV	P	189.95 081823	298212	BATTERY FOR UNIT #7
									419.90		
003034	HATTIESBURG HYDRAULI	101444			2304466	2023 11	INV	P	102.00 081823	298308	HYDRAULIC HOSE FOR
003961	POWER HOUSE TOOLS &	220000019673			2304612	2023 11	INV	P	599.34 081823	298418	MOTOR VEHICLE REPAI
003961	POWER HOUSE TOOLS &	220000049501			2304416	2023 11	INV	P	85.98 081823	298418	MOTOR VEHICLE REPAI
									685.32		
048827	CARQUEST		14758-28312		2304444	2023 11	INV	P	43.32 081823	298241	BRAKE LIGHT ASSEMBL
ACCOUNT TOTAL									1,510.14		
001553	604900										
003191	INTERFACE SECURITY S	20513447		0		2023 10	INV	P	50.27 081823	298322	MB 2006-2/76-77 SEC
003634	MOLLY MAID	0823		0		2023 11	INV	P	245.00 081823	298376	MB#2005-2/267 CLEAN
ACCOUNT TOTAL									295.27		
001553	606000										
002160	AT&T MOBILITY		287289913717X080523	0		2023 11	INV	P	27.12 081823	298209	MB2016-289/WIRELESS
002160	AT&T MOBILITY		287290252011X080523	0		2023 11	INV	P	144.58 081823	298209	MB2016-287/WIRELESS
									171.70		
002905	GILLILANDS ELECTRONI	11846		0		2023 11	INV	P	129.95 081823	298296	SERVICE CALL-POWER
ACCOUNT TOTAL									301.65		
001553	611000										
049193	BOURNE DEBORAH	001		0		2023 11	INV	P	604.00 081823	298223	TRAVEL ADVANCEMRPA
ACCOUNT TOTAL									604.00		
001553	630000										
004321	SPIRE		G2023-3 AUG	0		2023 11	INV	P	21.47 081823	298462	SPIRE-VARIOUS DEPT
ACCOUNT TOTAL									21.47		
001553	630500										
003873	PEARL RIVER VALLEY E		2023-27 JULY	0		2023 11	INV	P	43.16 081823	298404	PEARL RIVER VALLEY

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			43.16			
001553	638400				MOTOR VEHICLE EQ. R&M						
047021	HINTON, ANTHONY	81423			2304594	2023 11	INV P	315.00	081823	298312	REPAIR STARTING ISS
					ACCOUNT TOTAL			315.00			
001553	638600				CONSTRUCTION EQUIP R&M						
004297	SOUTHERN TIRE MART (	2520130404			2304408	2023 11	INV P	241.00	081823	298455	REPLACE TIRE ON DUM
					ACCOUNT TOTAL			241.00			
001553	639400				DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2146131			0	2023 10	INV P	60.00	081823	298310	HAVARD PEST CONTROL
					ACCOUNT TOTAL			60.00			
001553	643000				UNIFORM RENT						
002471	CINTAS CORPORATION #	4160307977			0	2023 10	INV P	39.83	081823	298248	ST. CONT#8200044758
002471	CINTAS CORPORATION #	4160992118			0	2023 10	INV P	39.83	081823	298248	ST. CONT#8200044758
002471	CINTAS CORPORATION #	4161687467			0	2023 10	INV P	125.67	081823	298247	ST. CONT#8200044758
002471	CINTAS CORPORATION #	4162378958			0	2023 10	INV P	46.62	081823	298247	ST. CONT#8200044758
002471	CINTAS CORPORATION #	4163092067			0	2023 10	INV P	137.22	081823	298247	ST. CONT#8200044758
								389.17			
					ACCOUNT TOTAL			389.17			
001553	643500				MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4160307988			0	2023 10	INV P	32.32	081823	298248	ST. CONT#8200044758
002471	CINTAS CORPORATION #	4160992020			0	2023 10	INV P	32.32	081823	298248	ST. CONT# 820004475
002471	CINTAS CORPORATION #	4161687433			0	2023 10	INV P	32.32	081823	298248	ST. CONT# 820004475
002471	CINTAS CORPORATION #	4162378921			0	2023 10	INV P	32.32	081823	298248	ST. CONT# 820004475
002471	CINTAS CORPORATION #	4163092016			0	2023 10	INV P	32.32	081823	298248	ST. CONT# 820004475
								161.60			
					ACCOUNT TOTAL			161.60			
001553	733500				AGRICULTURAL EQUIPMENT						
002304	BRACKMAN MOWER WAREH	43640			2304476	2023 11	INV P	5,795.00	081823	298224	TWO QUOTE - ZERO TU
004499	UNDERWOOD OUTDOOR PO	125497			2304445	2023 11	INV P	599.00	081823	298487	POLE SAW AND CHAINS
					ACCOUNT TOTAL			6,394.00			
001553	739900				OTHER EQUIPMENT						
049834	ALTEC, INC.	1011572412-1			2302915	2023 10	INV P	198,185.00	081823	298200	MB# 2023-265 BUCKET
					ACCOUNT TOTAL			198,185.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
						ORG 001553	TOTAL		209,819.04		
001560						PARKING OPER.					
001560 638000						FIXED EQUIPMENT R&M					
002714		ECONOMY SUPPLY CO		105329		2304584	2023 11	INV P	31.95	081823	298278 MATERIAL FOR REPAIR
						ACCOUNT TOTAL		31.95			
						ORG 001560	TOTAL		31.95		
FUND 001 REVENUES						TOTAL:		960,919.27			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300					PKS/REC-RECREATION MAINT. DIV.						
002300	501000				OTHER EXPENDABLE OFF.SPL						
	003772	NEWELL PAPER COMPANY	4154802		2304209	2023 10	INV	P	222.05	081823	298397 P&R GROUNDS MAINT J
					ACCOUNT TOTAL				222.05		
002300	510000				CLEANING/JANITORIAL SPLY						
	002162	ATCO INTERNATIONAL	I0615647		2303822	2023 10	INV	P	959.02	081823	298210 P&R GROUNDS MAINT-C
	003772	NEWELL PAPER COMPANY	4153863		2303883	2023 10	INV	P	227.44	081823	298397 P&R GROUNDS JANITOR
	003772	NEWELL PAPER COMPANY	4153888		2303921	2023 10	INV	P	599.70	081823	298397 P&R GROUNDS-JANITOR
	003772	NEWELL PAPER COMPANY	4154802		2304209	2023 10	INV	P	1,444.07	081823	298397 P&R GROUNDS MAINT J
									2,271.21		
					ACCOUNT TOTAL				3,230.23		
002300	513000				CHEMICALS						
	003772	NEWELL PAPER COMPANY	4154802		2304209	2023 10	INV	P	384.49	081823	298397 P&R GROUNDS MAINT J
	003772	NEWELL PAPER COMPANY	4155124		2304209	2023 10	INV	P	120.00	081823	298397 P&R GROUNDS MAINT J
									504.49		
	048554	TWO RIVERS OUTDOORS	001		2304214	2023 10	INV	P	276.00	081823	298483 P&R GROUNDS-CHEMICA
					ACCOUNT TOTAL				780.49		
002300	525000				GAS AND OIL						
	001002	CITY OF HATTIESBURG	TRF 7/23 FUEL USAGE2 0			2023 11	INV	P	7,909.33	081823	298251 FUEL USAGE 7/1-7/31
					ACCOUNT TOTAL				7,909.33		
002300	525500				LUBRICANTS						
	002304	BRACKMAN MOWER WAREH	41860		2304100	2023 10	INV	P	287.64	081823	298224 P&R GRNDS MAINT MOW
					ACCOUNT TOTAL				287.64		
002300	525700				DIESEL FUEL						
	001002	CITY OF HATTIESBURG	TRF 7/23 FUEL USAGE2 0			2023 11	INV	P	875.92	081823	298251 FUEL USAGE 7/1-7/31
					ACCOUNT TOTAL				875.92		
002300	535500				WEARING APPAREL						
	003216	J M H GRAPHICS	38738		2303761	2023 10	INV	P	1,764.00	081823	298325 P&R GROUNDS CREW-WO
	003216	J M H GRAPHICS	38758		2303721	2023 10	INV	P	1,765.50	081823	298325 P&R REC MAINT-STAFF
									3,529.50		
					ACCOUNT TOTAL				3,529.50		
002300	540500				CONCRETE, CEMENT, ETC.						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002714	ECONOMY SUPPLY CO		102383		2303904	2023 10	INV	P	38.50	081823	298278 P&R GROUNDS MAINT-C
ACCOUNT TOTAL									38.50		
002300	541500										
004017	REGIONS CARDHOLDER S	6566 - 07-31-2023		0		2023 11	INV	P	128.19	081823	298425 6566 - 07-31-2023 C
049595	SITEONE LANDSCAPE		132908471-001		2304058	2023 11	INV	P	1,000.00	081823	298443 P&R ALL BALLFIELDS-
ACCOUNT TOTAL									1,128.19		
002300	544000										
002492	CLEMTS HARDWARE		130748		2303851	2023 10	INV	P	37.42	081823	298258 P&R GROUNDS MAINT-S
002492	CLEMTS HARDWARE		130792		2303851	2023 10	INV	P	73.39	081823	298258 P&R GROUNDS MAINT-S
									110.81		
004279	SOUTHERN MS PINE STR	14202			2304170	2023 10	INV	P	675.00	081823	298453 P&R GRNDS MAINT-PIN
ACCOUNT TOTAL									785.81		
002300	551000										
048554	TWO RIVERS OUTDOORS	001			2304214	2023 10	INV	P	250.00	081823	298483 P&R GROUNDS-CHEMICA
ACCOUNT TOTAL									250.00		
002300	560500										
002901	GILKEY ELECTRIC SUPP	375354		0		2023 10	INV	P	21.78	081823	298295 P&R IN ADDENDUM TO
003208	IRBY, STUART C CO		S013485901.001		2302693	2023 10	INV	P	194.00	081823	298324 P&R TATUM PARK-ELEC
004017	REGIONS CARDHOLDER S	1708 - 07-31-2023		0		2023 11	INV	P	914.18	081823	298425 1708 - 07-31-2023 C
ACCOUNT TOTAL									1,129.96		
002300	561000										
003302	KEELING COMPANY (HAT	S4314703.001			2303088	2023 10	INV	P	1,215.23	081823	298342 P&R GROUNDS-IRRIGAT
003302	KEELING COMPANY (HAT	S4349897.001			2303670	2023 10	INV	P	109.57	081823	298342 PR GROUNDS MAINT RE
003302	KEELING COMPANY (HAT	S4351055.001			2303670	2023 10	INV	P	827.67	081823	298342 PR GROUNDS MAINT RE
003302	KEELING COMPANY (HAT	S4361619.001			2304098	2023 10	INV	P	1,240.05	081823	298342 P&R GROUNDS PLUMBIN
									3,392.52		
004017	REGIONS CARDHOLDER S	1286 - 07-31-2023		0		2023 11	INV	P	182.54	081823	298425 1286 - 07-31-2023 C
ACCOUNT TOTAL									3,575.06		
002300	570000										
002160	AT&T MOBILITY		287308925627X0805223	0		2023 11	INV	P	47.20	081823	298209 MB2016-287/GEOTAB/J
004297	SOUTHERN TIRE MART (	2520130604			2304479	2023 11	INV	P	120.00	081823	298455 P&R GROUNDS- REPAIR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL				167.20		
002300	575500				AGRICLTRL REPAIR PTS/SPL						
002083	ALLBRITTON CHAIN SAW	15928	2303938	2023 10	INV	P	57.40	081823	298199	P&R GROUNDS MAINT R	
002304	BRACKMAN MOWER WAREH	43042	2304231	2023 10	INV	P	101.61	081823	298224	P&R GROUNDS- BELT R	
002304	BRACKMAN MOWER WAREH	43135	2304126	2023 11	INV	P	924.54	081823	298224	P&R GROUNDS- SUPPLI	
002304	BRACKMAN MOWER WAREH	43327	2304429	2023 11	INV	P	199.95	081823	298224	P&R GROUNDS-SUPPLIE	
002304	BRACKMAN MOWER WAREH	43355	2304430	2023 11	INV	P	218.40	081823	298224	P&R GROUNDS-SUPPLIE	
002304	BRACKMAN MOWER WAREH	43586	2304505	2023 11	INV	P	171.33	081823	298224	P&R- MOWER 20745 SE	
							1,615.83				
002606	CUSTOM BUILT TRAILER	434458	2303687	2023 10	INV	P	801.44	081823	298272	P&R TRAILER 17050-S	
004297	SOUTHERN TIRE MART (	2520126283	2303770	2023 10	INV	P	130.50	081823	298455	P&R- REPLACEMENT TI	
004297	SOUTHERN TIRE MART (	2520127675	2303972	2023 10	INV	P	140.00	081823	298455	P&R GRNDS ATV UNIT	
004297	SOUTHERN TIRE MART (	2520130494	2304477	2023 11	INV	P	140.00	081823	298455	P&R GROUNDS- UNIT 2	
							410.50				
					ACCOUNT TOTAL				2,885.17		
002300	599000				OTHER REPAIR/MAINT. SPL.						
003543	MCELHANEY PLUMBING I	297131	2304329	2023 10	INV	P	219.75	081823	298365	P&R TATUM PARK-REPA	
003772	NEWELL PAPER COMPANY	4155056	2304359	2023 10	INV	P	146.17	081823	298397	P&R JAYCEE/TATUM RE	
					ACCOUNT TOTAL				365.92		
002300	612000				FREIGHT						
002162	ATCO INTERNATIONAL	I0615647B	0	2023 10	INV	P	79.45	081823	298210	P&R IN ADDENDUM TO	
003208	IRBY, STUART C CO	S013485901.001 B	0	2023 10	INV	P	21.35	081823	298324	P&R IN ADDENDUM TO	
047043	PORTABLE TOILETS	102672	2303720	2023 10	INV	P	24.37	081823	298416	P&R DAHMER PARK-POR	
					ACCOUNT TOTAL				125.17		
002300	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2023-1 AUG	0	2023 11	INV	P	52.39	081823	298382	MISSISSIPPI POWER-V	
					ACCOUNT TOTAL				52.39		
002300	635000				BUILDING R&M						
002666	DIXIE YOUTH BASEBALL	2456	0	2023 11	INV	P	1,924.93	081823	298275	TATUM BASEBALL DUGO	
					ACCOUNT TOTAL				1,924.93		
002300	638400				MOTOR VEHICLE EQ. R&M						
004297	SOUTHERN TIRE MART (	2520130604	2304479	2023 11	INV	P	540.04	081823	298455	P&R GROUNDS- REPAIR	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											540.04		
002300	638700					AGRICULTURAL EQ. R&M							
002083	ALLBRITTON CHAIN SAW 16108					2304368	2023	10	INV	P	171.57	081823	298199 P&R GROUNDS-WEEDEAT
002304	BRACKMAN MOWER WAREH 43586					2304505	2023	11	INV	P	220.00	081823	298224 P&R- MOWER 20745 SE
002304	BRACKMAN MOWER WAREH 43781					2304556	2023	11	INV	P	127.20	081823	298224 P&R GROUNDS- MOWER
											347.20		
002606	CUSTOM BUILT TRAILER 434458					2303687	2023	10	INV	P	722.56	081823	298272 P&R TRAILER 17050-S
004297	SOUTHERN TIRE MART (2520130494					2304477	2023	11	INV	P	34.95	081823	298455 P&R GROUNDS- UNIT 2
ACCOUNT TOTAL											1,276.28		
002300	639400					DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL 2146132					0	2023	11	INV	P	48.00	081823	298310 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL 2160992					0	2023	11	INV	P	70.00	081823	298310 HAVARD PEST CONTROL
											118.00		
ACCOUNT TOTAL											118.00		
002300	642000					MACHINERY RENT							
003843	PARISH TRACTOR (HATT R00177					2304217	2023	10	INV	P	114.00	081823	298401 P&R GROUNDS MAINT-
ACCOUNT TOTAL											114.00		
002300	644900					OTHER RENT							
002071	AIRGAS USA LLC (NORD 5500295788					0	2023	10	INV	P	110.70	081823	298196 P&R GRNDS MAINT CYL
002471	CINTAS CORPORATION # 4161558600					0	2023	10	INV	P	26.04	081823	298249 P&R GRNDS MAINT MAT
002471	CINTAS CORPORATION # 4162106690					0	2023	10	INV	P	26.04	081823	298249 P&R GRNDS MAINT MAT
002471	CINTAS CORPORATION # 4162837251					0	2023	10	INV	P	26.04	081823	298249 P&R GRNDS MAINT MAT
											78.12		
047043	PORTABLE TOILETS 102672					2303720	2023	10	INV	P	1,350.63	081823	298416 P&R DAHMER PARK-POR
047043	PORTABLE TOILETS 102887					2300978	2023	10	INV	P	3,107.00	081823	298416 TWO QUOTE PORTABLE
											4,457.63		
ACCOUNT TOTAL											4,646.45		
002300	687000					CUSTODIAL SERVICE							
047011	JANI-KING OF SOUTH E C08230009					2300340	2023	11	INV	P	521.00	081823	298328 MB#2022-831 TWO QUO
ACCOUNT TOTAL											521.00		
002300	699900					SERVICES NOT SPECIFIED							
002071	AIRGAS USA LLC (NORD 5501011808					0	2023	11	INV	P	116.04	081823	298196 P&R GRNDS MAINT CYL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002471	CINTAS CORPORATION #	4160814153		0	2023 10	INV	P		267.21 081823			
002471	CINTAS CORPORATION #	4161558733		0	2023 10	INV	P		238.13 081823	298246	P&R GRNDS MAINT UNI	
002471	CINTAS CORPORATION #	4162107161		0	2023 10	INV	P		238.13 081823	298246	P&R GRNDS MAINT U	
002471	CINTAS CORPORATION #	4162837712		0	2023 10	INV	P		238.13 081823	298246	P&R GRNDS MAINT UNI	
									981.60			
002567	COURTNEY'S RESTAURAN	15432		2304323	2023 10	INV	P		448.84 081823	298270	P&R TATUM SOFTBALL-	
002777	FAGAN TREE AND SPRAY	4038		0	2023 11	INV	P		3,680.00 081823	298288	P&R LABOR TO SPRAY	
047187	FOUR SEASONS LAWN	15958		0	2023 11	INV	P		500.00 081823	298292	P&R HARDY ST MEDIAN	
047187	FOUR SEASONS LAWN	16079		0	2023 11	INV	P		325.00 081823	298292	P&R HARDY ST BED-LA	
									825.00			
ACCOUNT TOTAL									6,051.48			
002300	733500	AGRICULTURAL EQUIPMENT										
002304	BRACKMAN MOWER WAREH	42343		2304171	2023 10	INV	P		1,299.00 081823	298224	P&R REC MAINT-PRESS	
ACCOUNT TOTAL									1,299.00			
ORG 002300 TOTAL									43,829.71			
002315	PKS/REC-REC.ADMIN/COM.REL.											
002315	525000	GAS AND OIL										
049764	GPM EMPIRE	93058 7/23		0	2023 11	INV	P		500.00 081823	298298	7/2023 ADDITIONAL F	
ACCOUNT TOTAL									500.00			
002315	551000	RECREATIONAL SUPPLIES										
003937	PLAY IT AGAIN SPORTS	INV001460		2304341	2023 11	INV	P		280.00 081823	298414	YOUTH FOOTBALL REGI	
004017	REGIONS CARDHOLDER S	1286 - 07-31-2023		0	2023 11	INV	P		36.32 081823	298425	1286 - 07-31-2023 C	
004017	REGIONS CARDHOLDER S	1708 - 07-31-2023		0	2023 11	INV	P		409.44 081823	298425	1708 - 07-31-2023 C	
									445.76			
ACCOUNT TOTAL									725.76			
002315	551001	RECREATIONAL SUPP-ARTS CENTER										
004017	REGIONS CARDHOLDER S	1286 - 07-31-2023		0	2023 11	INV	P		70.03 081823	298425	1286 - 07-31-2023 C	
ACCOUNT TOTAL									70.03			
002315	570000	MTR VEHICLE REP. PTS/SPL										
002160	AT&T MOBILITY	287308925627X0805223		0	2023 11	INV	P		495.60 081823	298209	MB2016-287/GEOTAB/J	
ACCOUNT TOTAL									495.60			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
002315 603400									OFFICIALS
004221 SMITH, CARLTON L	CS72788	0	2023 11	INV	P	275.00	081823	298444	ADULT SOFTBALL OFFI
004221 SMITH, CARLTON L	CSM725	0	2023 10	INV	P	50.00	081823	298444	ADULT SOFTBALL OFFI
						325.00			
004432 THOMPSON, JESSE	JT72788	0	2023 11	INV	P	100.00	081823	298474	ADULT SOFTBALL OFFI
004432 THOMPSON, JESSE	JTHOM720724	0	2023 10	INV	P	100.00	081823	298474	ADULT SOFTBALL OFFI
						200.00			
004460 TROTTER, COREY	CT72788	0	2023 11	INV	P	75.00	081823	298480	ADULT SOFTBALL OFFI
004460 TROTTER, COREY	CTOFF_161	0	2023 11	INV	P	322.00	081823	298480	OFFICIALS SCHEDULIN
004460 TROTTER, COREY	CTROTT724	0	2023 10	INV	P	75.00	081823	298480	ADULT SOFTBALL OFFI
						472.00			
049431 MILLER CLIFFORD G	MILLER720726	0	2023 10	INV	P	100.00	081823	298373	ADULT SOFTBALL OFFI
049652 THOMPSON RAHMIL J	RT72788	0	2023 11	INV	P	125.00	081823	298472	ADULT SOFTBALL OFFI
049652 THOMPSON RAHMIL J	RTHOM720724	0	2023 10	INV	P	100.00	081823	298472	ADULT SOFTBALL OFFI
						225.00			
049653 THOMPSON RODERICK J	OFF_001	0	2023 10	INV	P	236.00	081823	298473	OFFICIAL ASSIGNING
049653 THOMPSON RODERICK J	ROD720725	0	2023 10	INV	P	175.00	081823	298473	ADULT SOFTBALL OFFI
049653 THOMPSON RODERICK J	RT72788	0	2023 11	INV	P	50.00	081823	298473	ADULT SOFTBALL OFFI
						461.00			
049966 MORRIS, GEORGE T	GM72788	0	2023 11	INV	P	150.00	081823	298378	ADULT SOFTBALL OFFI
049966 MORRIS, GEORGE T	GMO720725	0	2023 10	INV	P	175.00	081823	298378	ADULT SOFTBALL OFFI
						325.00			
050091 RODGERS EDWARD	ERODG720724	0	2023 10	INV	P	125.00	081823	298434	ADULT SOFTBALL OFFI
050091 RODGERS EDWARD	EROG72788	0	2023 11	INV	P	50.00	081823	298434	ADULT SOFTBALL OFFI
						175.00			
									ACCOUNT TOTAL
						2,283.00			
002315 604900									OTHER PROFESSIONAL SERV.
002540 CONNER, TOBARRA	TC720724	0	2023 10	INV	P	50.00	081823	298265	ADULT SOFTBALL SCOR
002540 CONNER, TOBARRA	TC72789	0	2023 11	INV	P	60.00	081823	298265	SCOREKEEPER ADULT S
						110.00			
002965 GUTHRIE, JONI S	JG72788	0	2023 11	INV	P	270.00	081823	298303	LOW IMPACT AEROBICS
003313 KETTLEY, ANNETTE	AK72789	0	2023 11	INV	P	110.00	081823	298344	SCOREKEEPER ADULT S
003313 KETTLEY, ANNETTE	AKET720725	0	2023 10	INV	P	70.00	081823	298344	ADULT SOFTBALL SCOR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
							180.00		
003958 POWELL, RANDY	RP72788	0	2023 11	INV	P	180.00	081823	298417	ADULT SOFTBALL LEAD
003958 POWELL, RANDY	RPOW720725	0	2023 10	INV	P	180.00	081823	298417	ADULT SOFTBALL LEAD
						360.00			
047581 PROTECTION AGENCY &	000081	0	2023 11	INV	P	400.00	081823	298422	ADULT SOFTBALL SECU
047581 PROTECTION AGENCY &	INV0005_724725	0	2023 10	INV	P	200.00	081823	298422	ADULT SOFTBALL SECU
						600.00			
048422 RAY NANCY REBEKAH	RRAY72789	0	2023 11	INV	P	225.00	081823	298424	CERAMICS AND LUNCH
049413 FARRIS SHELBY P	SP8923	0	2023 11	INV	P	25.00	081823	298289	BEGINNERS YOGA AUGU
049972 SAMMY CURTIS GRAHAM	INV0015	0	2023 11	INV	P	2,504.00	081823	298437	POOL MAINTENANCE JU
						ACCOUNT TOTAL	4,274.00		
002315 604919									
047971 BRETT CUMMINS	BC73189	0	OTH PROF SERV-ART CENTER	2023 11	INV	P	100.00	081823	298226 WATERCOLOR CLASSES
						ACCOUNT TOTAL	100.00		
002315 630000									
004321 SPIRE	G2023-10 AUG	0	GAS	2023 11	INV	P	27.34	081823	298462 SPIRE-AUG 10
004321 SPIRE	G2023-3 AUG	0		2023 11	INV	P	20.00	081823	298462 SPIRE-VARIOUS DEPT
						47.34			
						ACCOUNT TOTAL	47.34		
002315 630500									
003700 MS POWER COMPANY	E2023-03 AUG	0	ELECTRICITY	2023 11	INV	P	50.42	081823	298383 MISSISSIPPI POWER E
003700 MS POWER COMPANY	E2023-1 AUG	0		2023 11	INV	P	1,515.62	081823	298382 MISSISSIPPI POWER-V
						1,566.04			
						ACCOUNT TOTAL	1,566.04		
002315 684000									
004017 REGIONS CARDHOLDER S 4341 - 07-31-2023		0	DUES AND MEMBERSHIPS	2023 11	INV	P	16.04	081823	298425 4341 - 07-31-2023 C
						ACCOUNT TOTAL	16.04		
			ORG 002315	TOTAL			10,077.81		
FUND 002 PARKS & RECREATION FUND							TOTAL:	53,907.52	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
005160				H.M.F.P.FUND-FIRE DIVISION							
005160 638400				MOTOR VEHICLE EQ. R&M							
002367 BURROUGHS DIESEL INC		812249	2304410	2023	11	INV	P	412.08	081823	298230	HFD ENGINE 7 UNIT #
002738 EMPIRE TRUCK SALES		CE006213225:01	2304421	2023	11	INV	P	586.51	081823	298281	HFD RESERVE R2 UNIT
004465 TRUCKPRO LLC		039-0717408	2304384	2023	10	INV	P	374.36	081823	298481	HFD LADDER 6 UNIT #
ACCOUNT TOTAL								1,372.95			
ORG 005160 TOTAL								1,372.95			
FUND 005 HATT.MUNICIPAL FIRE PROTECTION						TOTAL:		1,372.95			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660				W&S O&M-CUSTOMER ACCT. DIV.							
009660	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	TRF 7/23	FUEL USAGE	9 0		2023	11	INV P	1,086.71	081823	298253 FUEL USAGE 7/1-7/31
				ACCOUNT TOTAL					1,086.71		
009660	570000			MTR VEHICLE REP. PTS/SPL							
003861	PATTERSON AUTO ELECT	81955			2304569	2023	11	INV P	363.96	081823	298402 REPAIR TO UNIT 2141
004514	UNIVERSITY TIRE & SE	INV220007			2304392	2023	11	INV P	107.59	081823	298488 TIRE FOR UNIT 21929
048827	CARQUEST	14758-27868			2304282	2023	11	INV P	172.72	081823	298241 REPAIR TO UNIT 1870
048827	CARQUEST	14758-27889			2304288	2023	10	INV P	452.04	081823	298241 REPAIR TO UNIT 1975
									624.76		
				ACCOUNT TOTAL					1,096.31		
009660	604900			OTHER PROFESSIONAL SERV.							
002146	ARNOLD LINE WATER AS	271443			0	2023	10	INV P	3,355.00	081823	298204 MB 2021-839 PAYMENT
002181	BADGER METER INC	80134750			0	2023	10	INV P	3,081.18	081823	298215 MB 2018-832 BEACON
002665	DIXIE COMMUNITY UTIL	DX 08042023			0	2023	11	INV P	421.50	081823	298274 SEWER READS FOR WAT
003389	LARRY'S WRECKER SERV	11479			0	2023	11	INV P	70.00	081823	298353 TOW FOR UNIT 18706
003861	PATTERSON AUTO ELECT	81955			2304569	2023	11	INV P	332.50	081823	298402 REPAIR TO UNIT 2141
004482	TYLER TECHNOLOGIES IN	045-432253			0	2023	11	INV P	6,300.00	081823	298484 MUNIS IMPLEMENTATIO
004482	TYLER TECHNOLOGIES IN	045-433078			0	2023	11	INV P	5,600.00	081823	298484 MUNIS IMPLEMENTATIO
									11,900.00		
004514	UNIVERSITY TIRE & SE	INV220007			2304392	2023	11	INV P	18.00	081823	298488 TIRE FOR UNIT 21929
				ACCOUNT TOTAL					19,178.18		
009660	607000			POSTAGE							
047562	ENCO UTILITY	INV60867			0	2023	11	INV P	2,295.18	081823	298283 MB 2020-835 RT 3 BI
047562	ENCO UTILITY	INV61136			0	2023	11	INV P	3,240.34	081823	298283 MB 2020-835 RT 1 BI
									5,535.52		
				ACCOUNT TOTAL					5,535.52		
009660	620000			PRINTING							
047562	ENCO UTILITY	INV60867			0	2023	11	INV P	807.93	081823	298283 MB 2020-835 RT 3 BI
047562	ENCO UTILITY	INV61136			0	2023	11	INV P	1,134.57	081823	298283 MB 2020-835 RT 1 BI
									1,942.50		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									1,942.50		
009660	643000			UNIFORM RENT							
002471	CINTAS	CORPORATION #	4161685541	0	2023	10	INV	P	39.13	081823	298248 STATE CONTRACT 8200
002471	CINTAS	CORPORATION #	4162377571	0	2023	10	INV	P	53.14	081823	298247 STATE CONTRACT 8200
002471	CINTAS	CORPORATION #	4163090828	0	2023	10	INV	P	39.13	081823	298248 STATE CONTRACT 8200
002471	CINTAS	CORPORATION #	4163774255	0	2023	11	INV	P	53.14	081823	298247 STATE CONTRACT 8200
002471	CINTAS	CORPORATION #	4164474233	0	2023	11	INV	P	39.13	081823	298248 STATE CONTRACT 8200
									223.67		
ACCOUNT TOTAL									223.67		
009660	687000			CUSTODIAL SERVICE							
002037	AB	SUPPORT SERVICES	4B1020	2301150	2023	11	INV	P	424.00	081823	298191 TWO QUOTE - JANITOR
ACCOUNT TOTAL									424.00		
ORG 009660 TOTAL									29,486.89		
009672	525000			W&S O&M-WATER TRANSMISSION DIV							
009672	525000			GAS AND OIL							
001002	CITY OF	HATTIESBURG	TRF 7/23 FUEL USAGE9	0	2023	11	INV	P	4,125.92	081823	298253 FUEL USAGE 7/1-7/31
ACCOUNT TOTAL									4,125.92		
009672	525700			DIESEL FUEL							
001002	CITY OF	HATTIESBURG	TRF 7/23 FUEL USAGE9	0	2023	11	INV	P	311.84	081823	298253 FUEL USAGE 7/1-7/31
049764	GPM	EMPIRE	93059 7/23	0	2023	11	INV	P	30.00	081823	298299 7/2023 FLASHMARKET
ACCOUNT TOTAL									341.84		
009672	540000			ASPHALT & ASPHALT PROD.							
004586	WARREN	PAVING INC	80619	0	2023	11	INV	P	225.84	081823	298491 PO#2303707-- CONTRA
ACCOUNT TOTAL									225.84		
009672	561000			PLUMBING SUPPLIES							
002442	CENTRAL	PIPE SUPPLY	S100342659-001	2304315	2023	11	INV	P	2,487.42	081823	298242 WAREHOUSE STOCK FOR
002442	CENTRAL	PIPE SUPPLY	S100342659-002	2304315	2023	11	INV	P	2,282.70	081823	298242 WAREHOUSE STOCK FOR
									4,770.12		
002543	CONSOLIDATED	PIPE &	0434558-000-000	2304334	2023	11	INV	P	387.24	081823	298266 WAREHOUSE STOCK FOR
002543	CONSOLIDATED	PIPE &	0434559-000-000	2304334	2023	11	INV	P	2,961.00	081823	298266 WAREHOUSE STOCK FOR
									3,348.24		
002559	CORE & MAIN	(HD SUPP	S869168	2303230	2023	11	INV	P	302.13	081823	298267 WAREHOUSE STOCK FOR
002559	CORE & MAIN	(HD SUPP	S942420	2303230	2023	11	INV	P	318.75	081823	298267 WAREHOUSE STOCK FOR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
							620.88				
004300	SOUTHERN WATERWORKS	95228	2304540	2023 11	INV	P	4,989.58	081823	298456	WAREHOUSE STOCK FOR	
004300	SOUTHERN WATERWORKS	95229	2304542	2023 11	INV	P	1,591.61	081823	298456	WAREHOUSE STOCK FOR	
							6,581.19				
ACCOUNT TOTAL							15,320.43				
009672	570000	MTR VEHICLE REP. PTS/SPL									
003034	HATTIESBURG HYDRAULI	101302	2304366	2023 11	INV	P	52.96	081823	298308	REPAIRS FOR UNIT #2	
003891	PETRO AUTOMOTIVE GRO	6221695-1	2303413	2023 11	INV	P	657.85	081823	298406	REPAIRS TO UNIT # 2	
ACCOUNT TOTAL							710.81				
009672	599000	OTHER REPAIR/MAINT. SPL.									
002083	ALLBRITTON CHAIN SAW	99491	2304579	2023 11	INV	P	102.92	081823	298199	TWO CYCLE OIL -- WA	
ACCOUNT TOTAL							102.92				
009672	604900	OTHER PROFESSIONAL SERV.									
002288	BONNER ANALYTICAL TE	80580	0	2023 11	INV	P	1,474.49	081823	298222	ROUTINE COLIFORM TE	
002288	BONNER ANALYTICAL TE	80659	0	2023 11	INV	P	115.65	081823	298222	COLIFORM TESTING 07	
002288	BONNER ANALYTICAL TE	80721	0	2023 11	INV	P	28.91	081823	298222	COLIFORM TESTING 07	
							1,619.05				
002380	BYRD, WADE J.	BYRD082023	0	2023 11	INV	P	3,000.00	081823	298232	OPERATOR OF RECORD-	
002471	CINTAS CORPORATION #	4163774311	0	2023 11	INV	P	77.59	081823	298247	SC#8200044758- MOPS	
002905	GILLILANDS ELECTRONI	11598	0	2023 11	INV	P	102.90	081823	298296	SERVICE CALL STORM	
003614	MISSION COMMUNICATIO	1079049	0	2023 11	INV	P	19,201.80	081823	298374	ANNUAL SERVICE, VAR	
004143	SECURITY BLANKET	192069	0	2023 11	INV	P	80.00	081823	298440	SERVICE CALL, CAMER	
ACCOUNT TOTAL							24,081.34				
009672	638600	CONSTRUCTION EQUIP R&M									
002083	ALLBRITTON CHAIN SAW	99479	2304452	2023 11	INV	P	37.51	081823	298199	REPAIRS TO SCAG ---	
002751	EQUIPMENT INC	154003132	0	2023 11	INV	P	11.32	081823	298284	KEYS FOR ASSET # 20	
ACCOUNT TOTAL							48.83				
ORG 009672 TOTAL							44,957.93				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009673											
009673	513000										
003179	INDUSTRIAL CHEMICALS	534655			2304207	2023 11	INV	P	4,960.00	081823	298318 SODIUM FLUOROSILICA
003179	INDUSTRIAL CHEMICALS	534656			2304340	2023 11	INV	P	4,800.00	081823	298318 50LB BAGS OF LIME F
									9,760.00		
047062	COAST CHLORINATOR &	76174			2301521	2023 11	INV	P	510.00	081823	298259 FLUORIDE REAGENTS F
									ACCOUNT TOTAL	10,270.00	
009673	525000										
001002	CITY OF HATTIESBURG	TRF 7/23 FUEL USAGE	9	0		2023 11	INV	P	1,201.62	081823	298253 FUEL USAGE 7/1-7/31
049764	GPM EMPIRE	93058 7/23		0		2023 11	INV	P	2,000.00	081823	298298 7/2023 ADDITIONAL F
									ACCOUNT TOTAL	3,201.62	
009673	525700										
001002	CITY OF HATTIESBURG	TRF 7/23 FUEL USAGE	9	0		2023 11	INV	P	39.22	081823	298253 FUEL USAGE 7/1-7/31
049764	GPM EMPIRE	93058 7/23		0		2023 11	INV	P	177.08	081823	298298 7/2023 ADDITIONAL F
									ACCOUNT TOTAL	216.30	
009673	570000										
002160	AT&T MOBILITY	287308925627X0805223		0		2023 11	INV	P	920.40	081823	298209 MB2016-287/GEOTAB/J
002700	EAGLE TIRE AND SERVI	INV074610			2304303	2023 11	INV	P	157.33	081823	298277 TIRE FOR UNIT #2179
003861	PATTERSON AUTO ELECT	81926			2303966	2023 11	INV	P	119.33	081823	298402 REPAIRS TO UNIT # 1
048827	CARQUEST	14758-28615			2304502	2023 11	INV	P	49.98	081823	298241 REPAIR PARTS FOR UN
									ACCOUNT TOTAL	1,247.04	
009673	599000										
047062	COAST CHLORINATOR &	76175			227881	2023 11	INV	P	544.73	081823	298259 REMOTE METER FOR WE
									ACCOUNT TOTAL	544.73	
009673	612000										
047062	COAST CHLORINATOR &	76175			227881	2023 11	INV	P	19.27	081823	298259 REMOTE METER FOR WE
									ACCOUNT TOTAL	19.27	
009673	630000										
004321	SPIRE	G2023-10 AUG		0		2023 11	INV	P	20.00	081823	298462 SPIRE-AUG 10
									ACCOUNT TOTAL	20.00	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
009673	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2023-1 AUG	0	2023	11	INV P	25,602.36	081823	298382	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2023-28 JULY	0	2023	11	INV P	801.51	081823	298380	MISSISSIPPI POWER-V
							26,403.87			
003873	PEARL RIVER VALLEY E	2023 28 JUL	0	2023	11	INV P	81.04	081823	298404	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2023-27 JULY	0	2023	11	INV P	6,275.50	081823	298404	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023-4 AUG	0	2023	11	INV P	94.35	081823	298404	PEARL RIVER VALLEY
							6,450.89			
ACCOUNT TOTAL							32,854.76			
009673	635000			BUILDING R&M						
047062	COAST CHLORINATOR &	76173	229501	2023	11	INV P	4,896.00	081823	298259	CHLORINATOR FOR WAT
ACCOUNT TOTAL							4,896.00			
009673	638400			MOTOR VEHICLE EQ. R&M						
002700	EAGLE TIRE AND SERVI	INV074610	2304303	2023	11	INV P	20.00	081823	298277	TIRE FOR UNIT #2179
ACCOUNT TOTAL							20.00			
009673	687000			CUSTODIAL SERVICE						
047011	JANI-KING OF SOUTH E	C08230009	2300340	2023	11	INV P	483.00	081823	298328	MB#2022-831 TWO QUO
ACCOUNT TOTAL							483.00			
ORG 009673 TOTAL							53,772.72			
009676				W&S O&M-SEWER DIVISION						
009676	525000			GAS AND OIL						
049764	GPM EMPIRE	93058 7/23	0	2023	11	INV P	300.00	081823	298298	7/2023 ADDITIONAL F
ACCOUNT TOTAL							300.00			
009676	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	TRF 7/23 FUEL USAGE	9 0	2023	11	INV P	399.96	081823	298253	FUEL USAGE 7/1-7/31
049764	GPM EMPIRE	93058 7/23	0	2023	11	INV P	1,500.00	081823	298298	7/2023 ADDITIONAL F
ACCOUNT TOTAL							1,899.96			
009676	540000			ASPHALT & ASPHALT PROD.						
004586	WARREN PAVING INC	80144	2303707	2023	11	INV P	224.92	081823	298491	HOT MIX ASPHALT FOR
004586	WARREN PAVING INC	80228	2303707	2023	11	INV P	497.77	081823	298491	HOT MIX ASPHALT FOR
004586	WARREN PAVING INC	80292	2303707	2023	11	INV P	515.28	081823	298491	HOT MIX ASPHALT FOR
004586	WARREN PAVING INC	80345	2303707	2023	11	INV P	264.55	081823	298491	HOT MIX ASPHALT FOR
004586	WARREN PAVING INC	80470	2303707	2023	11	INV P	312.49	081823	298491	HOT MIX ASPHALT FOR
004586	WARREN PAVING INC	80485	2303707	2023	11	INV P	483.94	081823	298491	HOT MIX ASPHALT FOR
004586	WARREN PAVING INC	80503	2303707	2023	11	INV P	228.61	081823	298491	HOT MIX ASPHALT FOR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION	
004586	WARREN	PAVING	INC	80603	2303707	2023	11	INV	P	123.52	081823	298491	HOT MIX ASPHALT FOR
004586	WARREN	PAVING	INC	80655	2304414	2023	11	INV	P	223.60	081823	298491	CONTRACTOR'S HOT MI
004586	WARREN	PAVING	INC	80708	2304414	2023	11	INV	P	227.27	081823	298491	CONTRACTOR'S HOT MI
004586	WARREN	PAVING	INC	80848	2304414	2023	11	INV	P	357.39	081823	298491	CONTRACTOR'S HOT MI
004586	WARREN	PAVING	INC	80867	2304414	2023	11	INV	P	177.78	081823	298491	CONTRACTOR'S HOT MI
										3,637.12			
ACCOUNT TOTAL										3,637.12			
009676	541500	SAND,CLAY,GRVL,FILL DIRT											
004586	WARREN	PAVING	INC	80135	2304367	2023	11	INV	P	2,376.22	081823	298491	610 CRUSH LIMESTONE
004586	WARREN	PAVING	INC	80184	2304367	2023	11	INV	P	2,244.89	081823	298491	610 CRUSH LIMESTONE
										4,621.11			
ACCOUNT TOTAL										4,621.11			
009676	561000	PLUMBING SUPPLIES											
004311	SPARTAN TOOL, LLC	IN00113970	2303104	2023	11	INV	P			2,560.50	081823	298459	SENTINEL CAMERA SYS
ACCOUNT TOTAL										2,560.50			
009676	570000	MTR VEHICLE REP. PTS/SPL											
002700	EAGLE TIRE AND SERVI	INV075082	2304371	2023	11	INV	P			296.80	081823	298277	TIRES FOR UNIT # 11
003034	HATTIESBURG HYDRAULI	101302	2304366	2023	11	INV	P			125.07	081823	298308	REPAIRS FOR UNIT #2
003861	PATTERSON AUTO ELECT	82014	2304537	2023	11	INV	P			240.86	081823	298402	REPAIRS TO UNIT #19
048827	CARQUEST	14758-28369	2304441	2023	11	INV	P			56.16	081823	298241	REPAIR PARTS FOR UN
048827	CARQUEST	14758-28461	2304510	2023	11	INV	P			143.39	081823	298241	REPAIR PARTS FOR UN
048827	CARQUEST	14758-28601	2304578	2023	11	INV	P			89.48	081823	298241	REPAIR PARTS FOR UN
048827	CARQUEST	14758-28602	2304581	2023	11	INV	P			53.32	081823	298241	REPAIR PARTS FOR UN
048827	CARQUEST	14758-28720	2304614	2023	11	INV	P			81.11	081823	298241	REPAIR PARTS FOR UN
										423.46			
ACCOUNT TOTAL										1,086.19			
009676	604900	OTHER PROFESSIONAL SERV.											
002288	BONNER ANALYTICAL TE	80757	0	2023	11	INV	P			2,289.01	081823	298222	NPDES MONITORING, L
ACCOUNT TOTAL										2,289.01			
009676	606000	TELEPHONE AND TELEGRAPH											
002160	AT&T MOBILITY	287290252011X080523	0	2023	11	INV	P			852.49	081823	298209	MB2016-287/WIRELESS
ACCOUNT TOTAL										852.49			
009676	612000	FREIGHT											
004311	SPARTAN TOOL, LLC	IN00113970	2303104	2023	11	INV	P			15.41	081823	298459	SENTINEL CAMERA SYS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION	
ACCOUNT/VENDOR									
ACCOUNT TOTAL					15.41				
009676 630500	ELECTRICITY								
003700 MS POWER COMPANY	E2023-1 AUG	0	2023 11	INV P	774.62	081823	298382	MISSISSIPPI POWER-V	
004282 SOUTHERN PINE ELECT	E2023-8/3/23	0	2023 11	INV P	46.70	081823	298454	SOUTHERN PINE ELECT	
004282 SOUTHERN PINE ELECT	E2023-AUG 4	0	2023 11	INV P	465.10	081823	298454	SOUTHERN PINE ELECT	
					511.80				
ACCOUNT TOTAL					1,286.42				
009676 638400	MOTOR VEHICLE EQ. R&M								
002700 EAGLE TIRE AND SERVI	INV075082	2304371	2023 11	INV P	80.00	081823	298277	TIRES FOR UNIT # 11	
002700 EAGLE TIRE AND SERVI	INV075237	2304372	2023 11	INV P	102.22	081823	298277	OIL CHANGE FOR UNIT	
002700 EAGLE TIRE AND SERVI	INV075249	0	2023 11	INV P	140.09	081823	298277	TIRE FOR UNIT #1610	
					322.31				
003476 MAACO COLLISION REPA	28514	0	2023 11	INV P	7,718.45	081823	298358	TEAR DOWN & REPAIR	
003861 PATTERSON AUTO ELECT	81926	2303966	2023 11	INV P	562.50	081823	298402	REPAIRS TO UNIT # 1	
003861 PATTERSON AUTO ELECT	81927	0	2023 11	INV P	465.91	081823	298402	SERVICE CALL, UNIT	
003861 PATTERSON AUTO ELECT	81976	0	2023 11	INV P	2,072.77	081823	298402	REPAIRS FOR UNIT #1	
003861 PATTERSON AUTO ELECT	82014	2304537	2023 11	INV P	625.00	081823	298402	REPAIRS TO UNIT #19	
					3,726.18				
003891 PETRO AUTOMOTIVE GRO	6221695-1	2303413	2023 11	INV P	937.50	081823	298406	REPAIRS TO UNIT # 2	
004297 SOUTHERN TIRE MART (	2520129327	0	2023 11	INV P	97.00	081823	298455	REPAIRS, UNIT # 216	
ACCOUNT TOTAL					12,801.44				
009676 638600	CONSTRUCTION EQUIP R&M								
002083 ALLBRITTON CHAIN SAW	16079	2304373	2023 11	INV P	22.50	081823	298199	MOWER REPAIRS FOR S	
002083 ALLBRITTON CHAIN SAW	16198	2304503	2023 11	INV P	27.00	081823	298199	W/O#16309 -- ASSET#	
002083 ALLBRITTON CHAIN SAW	16240	2304373	2023 11	INV P	69.20	081823	298199	MOWER REPAIRS FOR S	
002083 ALLBRITTON CHAIN SAW	16241	2304373	2023 11	INV P	88.48	081823	298199	MOWER REPAIRS FOR S	
002083 ALLBRITTON CHAIN SAW	16273	2304396	2023 11	INV P	28.65	081823	298199	REPAIRS TO STIHL BR	
002083 ALLBRITTON CHAIN SAW	16309	2304503	2023 11	INV P	174.93	081823	298199	W/O#16309 -- ASSET#	
002083 ALLBRITTON CHAIN SAW	16310	2304503	2023 11	INV P	254.31	081823	298199	W/O#16309 -- ASSET#	
					665.07				
ACCOUNT TOTAL					665.07				
ORG 009676 TOTAL					32,014.72				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009677				W&S O&M-SEWER LAGOON DIV.							
009677	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	TRF 7/23	FUEL USAGE	9 0		2023	11	INV P	511.16	081823	298253 FUEL USAGE 7/1-7/31
049764	GPM EMPIRE	93058 7/23		0		2023	11	INV P	200.00	081823	298298 7/2023 ADDITIONAL F
				ACCOUNT TOTAL					711.16		
009677	525700			DIESEL FUEL							
001002	CITY OF HATTIESBURG	TRF 7/23	FUEL USAGE	9 0		2023	11	INV P	177.44	081823	298253 FUEL USAGE 7/1-7/31
049764	GPM EMPIRE	93058 7/23		0		2023	11	INV P	800.00	081823	298298 7/2023 ADDITIONAL F
				ACCOUNT TOTAL					977.44		
009677	602500			LEGAL							
004599	WATKINS & EAGAR	427748		0		2023	11	INV P	6,995.10	081823	298495 RE: ENVIRONMENTAL M
				ACCOUNT TOTAL					6,995.10		
009677	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2023-1 AUG		0		2023	11	INV P	13,345.64	081823	298382 MISSISSIPPI POWER-V
003873	PEARL RIVER VALLEY	E 2023-28 JUL		0		2023	11	INV P	901.48	081823	298404 PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY	E 2023-24 JUL		0		2023	10	INV P	440.23	081823	298404 PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY	E 2023-27 JULY		0		2023	11	INV P	2,752.61	081823	298404 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY	E 2023-4 AUG		0		2023	11	INV P	344.86	081823	298404 PEARL RIVER VALLEY
									4,439.18		
				ACCOUNT TOTAL					17,784.82		
009677	638000			FIXED EQUIPMENT R&M							
003348	L & A CONTRACTING CO	483-245		0		2023	11	INV P	43,323.54	081823	298348 MB2016-64:LAGOONS A
				ACCOUNT TOTAL					43,323.54		
009677	643000			UNIFORM RENT							
002471	CINTAS CORPORATION # 4163091476			0		2023	11	INV P	246.10	081823	298246 SC#8200044758- UNIF
002471	CINTAS CORPORATION # 4163774887			0		2023	11	INV P	246.10	081823	298246 SC#8200044758- UNIF
002471	CINTAS CORPORATION # 4164474997			0		2023	11	INV P	246.10	081823	298246 SC#8200044758-- UNI
									738.30		
				ACCOUNT TOTAL					738.30		
				ORG 009677				TOTAL	70,530.36		
				FUND 009				WATER & SEWER OPERATION/MAINT.			
								TOTAL:	230,762.62		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11																
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION			
011000 WATER & SEWER BALANCE SHEET																
011000 114000 METER SECURITY DEPOSITS																
002986	HALLMAN	PROPERTY	MGM	119718	88606	0	2023	11	INV	P	75.00	081823	298305	MTR	DEP	REF 88606
002986	HALLMAN	PROPERTY	MGM	119718	88607	0	2023	11	INV	P	75.00	081823	298305	MTR	DEP	REF 88607
											150.00					
004025	REMAX	REAL ESTATE	PA	117549	84040	0	2023	11	INV	P	14.80	081823	298427	MTR	DEP	REF 84040
047828	GRIN	COFFEE		108392	75584	0	2023	11	INV	P	30.29	081823	298302	MTR	DEP	REF 75584
047846	DAKOTA	HERBERT		118947	85397	0	2023	11	INV	P	75.00	081823	298273	MTR	DEP	REF 85397
047968	REMAX	REAL ESTATE		120963	87363	0	2023	11	INV	P	75.00	081823	298426	MTR	DEP	REF 87363
047968	REMAX	REAL ESTATE		59944	88123	0	2023	11	INV	P	14.80	081823	298426	MTR	DEP	REF 88123
047968	REMAX	REAL ESTATE		76577	88635	0	2023	11	INV	P	75.00	081823	298426	MTR	DEP	REF 88635
											164.80					
049573	HAMUD	FAMILY TRUST	2	121447	87838	0	2023	11	INV	P	75.00	081823	298306	MTR	DEP	REF 87838
050115	JOHN C	KOEPPPEL		22254	4804	0	2023	11	INV	P	6.00	081823	298331	MTR	DEP	REF 4804
050116	MARK	SHOWS		93942	38280	0	2023	11	INV	P	20.20	081823	298362	MTR	DEP	REF 38280
050117	BEVERLY	SMALLWOOD		76243	46876	0	2023	11	INV	P	40.00	081823	298221	MTR	DEP	REF 46876
050118	LARRY	MOWERY		81950	51936	0	2023	11	INV	P	40.00	081823	298352	MTR	DEP	REF 51936
050119	JOHN	GAUDET		88869	58059	0	2023	11	INV	P	75.00	081823	298333	MTR	DEP	REF 58059
050120	MELISSA	BROWN		94567	63229	0	2023	11	INV	P	75.00	081823	298368	MTR	DEP	REF 63229
050121	JULIA M	KEELER		95934	64391	0	2023	11	INV	P	75.00	081823	298338	MTR	DEP	REF 64391
050122	HOPE	CLINIC INC		98841	66987	0	2023	11	INV	P	75.00	081823	298315	MTR	DEP	REF 66987
050123	JAMIE	ELLIOTT		103766	71433	0	2023	11	INV	P	14.80	081823	298327	MTR	DEP	REF 71433
050124	KAWASKI	OWENS		107319	74605	0	2023	11	INV	P	14.80	081823	298341	METER	DEP	REF 74605
050125	INFINITY	BICYCLES		109108	76249	0	2023	11	INV	P	75.00	081823	298319	MTR	DEP	REF 76249
050126	INFINITY	BICYCLES	HB	109109	76250	0	2023	11	INV	P	75.00	081823	298320	MTR	DEP	REF 76250
050127	APRIL	MITCHELL		110512	77568	0	2023	11	INV	P	75.00	081823	298202	MTR	DEP	REF 77568
050128	KRISTIN	CALAMARI		111017	78034	0	2023	11	INV	P	14.80	081823	298347	MTR	DEP	REF 78034
050129	RICHARD A	SMITH		222412	79239	0	2023	11	INV	P	14.80	081823	298430	MTR	DEP	REF 79239

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
050130	GRETCHEN BLAIZE	112533 79351	0	2023 11	INV	P	8.80 081823	298301	MTR DEP REF 79351
050131	CHRISTOPHER SAWYER	112574 79390	0	2023 11	INV	P	8.80 081823	298245	MTR DEP REF 79390
050132	PETER J CHEESEMAN	112823 79617	0	2023 11	INV	P	75.00 081823	298405	MTR DEP REF 79617
050133	ETHAN LOFTIN	113014 797978	0	2023 11	INV	P	75.00 081823	298287	MTR DEP REF 79797
050134	CHELSEA ELY	114751 81382	0	2023 11	INV	P	14.80 081823	298244	MTR DEP REF 81382
050135	MEGAN GILES	115113 81718	0	2023 11	INV	P	14.80 081823	298367	MTR DEP REF 81718
050136	KELLY KOCH	115398 81985	0	2023 11	INV	P	8.80 081823	298343	MTR DEP REF 81985
050137	ALISTAIRE BOSTICK	115515 82098	0	2023 11	INV	P	75.00 081823	298198	MTR DEP REF 82098
050138	DYONNE MANSUR	116104 82648	0	2023 11	INV	P	14.80 081823	298276	MTR DEP REF 82648
050139	HATTIE HARKINS	117203 83698	0	2023 11	INV	P	5.92 081823	298307	MTR DEP REF 83698
050140	STACY DREW	118207 84681	0	2023 11	INV	P	8.80 081823	298465	MTR DEP REF 84681
050141	TONI DEYO	118777 85234	0	2023 11	INV	P	75.00 081823	298475	MTR DEP REF 85234
050142	COLETON NICHOLS	119179 85621	0	2023 11	INV	P	14.80 081823	298260	MTR DEP REF 85621
050143	JOHN HOFFER	119239 85680	0	2023 11	INV	P	14.80 081823	298334	MTR DEP REF 96
050144	TONYA COOPER	119541 85969	0	2023 11	INV	P	75.00 081823	298476	MTR DEP REF 85969
050145	CAITLYN ELLIS	119609 86037	0	2023 11	INV	P	8.80 081823	298240	MTR DEP REF 86037
050146	ARIONA ANDERSON	119639 86067	0	2023 11	INV	P	75.00 081823	298203	MTR DEP REF 86067
050147	KATHERINE BORUM	119892 86310	0	2023 11	INV	P	75.00 081823	298340	MTR DEP REF 86310
050148	KEVIN GREEN	119947 86363	0	2023 11	INV	P	75.00 081823	298345	MTR DEP REF 86363
050149	JAMES JEFFERSON III	119951 86367	0	2023 11	INV	P	14.80 081823	298326	MTR DEP REF 86367
050150	RYLEE DEVELOPMENT LL	120154 86567	0	2023 11	INV	P	75.00 081823	298435	MTR DEP REF 86567
050151	RYLEE DEVELOPMENT LL	120160 86573	0	2023 11	INV	P	75.00 081823	298436	MTR DEP REF 86573
050152	ERIN SESSIONS	120289 86699	0	2023 11	INV	P	75.00 081823	298285	MTR DEP REF 86699
050153	ALYSSA MILEY	120569 86867	0	2023 11	INV	P	14.80 081823	298201	MTR DEP REF 86867
050154	MARCUS MOORE	120779 87182	0	2023 11	INV	P	75.00 081823	298361	MTR DEP REF 87182
050155	RHEA LAMAISSON	121548 87936	0	2023 11	INV	P	75.00 081823	298429	MTR DEP REF 87936

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11														
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S				WARRANT		CHECK	DESCRIPTION		
050156	BARBARA M COWAN	121622	88011	0	2023	11	INV	P	14.80	081823	298217	MTR	DEP	REF 88011
050157	BEVERLY GALLAVAN	121811	88193	0	2023	11	INV	P	75.00	081823	298220	MTR	DEP	REF 88193
050158	JONATHON RAWLS	122011	88386	0	2023	11	INV	P	14.80	081823	298337	MTR	DEP	REF 88386
ACCOUNT TOTAL									2,433.41					
011000	115000	COLLECTION FEES												
002058	ADELA INC	040201490000	12/23	0	2023	11	INV	P	50.00	081823	298194	ADDITIONAL 12/2023		
002058	ADELA INC	040201490000	6/23	0	2023	11	INV	P	206.99	081823	298195	6/23 WATER COLLECTI		
									256.99					
ACCOUNT TOTAL									256.99					
ORG 011000 TOTAL									2,690.40					
011660	WATER & SEWER-CUST.ACCT.DIV.													
011660	6835WT	WATER RELATED REFUND												
050159	KHADIJAH MUHAMMAD	105616	73109	0	2023	11	INV	P	846.30	081823	298346	OVERPAYMENT 73109		
ACCOUNT TOTAL									846.30					
ORG 011660 TOTAL									846.30					
FUND 011 WATER & SEWER FUND					TOTAL:				3,536.70					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
019100								POL.FORFEITURES-POLICE DIV.			
019100	559200							OTHER OPER.MATLS-D.A.R.E.			
004017	REGIONS CARDHOLDER S 1708 - 07-31-2023	0	2023 11	INV	P	2,089.52	081823	298425	1708 - 07-31-2023	C	
004446	TOSHIBA BUSINESS SOL 5559517	0	2023 11	INV	P	84.84	081823	298477	MB#2022-514	COMMUNI	
050095	TOSHIBA FINANCIAL SE 42038588-C1	0	2023 11	INV	P	217.64	081823	298478	MB#2022-514	COMMUNI	
050095	TOSHIBA FINANCIAL SE 42650743	0	2023 11	INV	P	217.64	081823	298478	MB#2022.514	COMMUNI	
050095	TOSHIBA FINANCIAL SE 42847995	0	2023 11	INV	P	217.64	081823	298478	MB#2022-514	COMMUNI	
						652.92					
						ACCOUNT TOTAL			2,827.28		
						ORG 019100 TOTAL			2,827.28		
FUND 019 POLICE FORFEITURES FUND						TOTAL:			2,827.28		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11														
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S				WARRANT	CHECK	DESCRIPTION		
072201					MUN.ROAD&BRIDGE-STREET DIV									
072201 636000					STREETS & STRUCTURES R&M									
047056	WARREN	PAVING	INC	227744.1	227744	2023	11	INV	P	6,711.73	081823	298492	PAVE ALLEY BEHIND C	
047056	WARREN	PAVING	INC	2304026.1	2304026	2023	11	INV	P	6,053.01	081823	298492	PAVING ALLEY (3RD A	
047056	WARREN	PAVING	INC	2304027.1	2304027	2023	11	INV	P	17,056.72	081823	298492	PAVING ALLEY (MAIN	
										29,821.46				
048682 JOE AULTMAN					A785	2304455	2023	11	INV	P	4,950.00	081823	298330	FORREST AVENUE STRI
ACCOUNT TOTAL										34,771.46				
ORG 072201						TOTAL				34,771.46				
FUND 072				MUNICIPAL ROAD & BRIDGE				TOTAL:		34,771.46				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570												MASS TRANSIT-TRANSPORTATION
073570	525000											GAS AND OIL
001002	CITY OF HATTIESBURG	TRF 7/23	FUEL USE73	0			2023	11	INV P	1,961.81	081823	298252 FUEL USAGE 7/1-7/31
004583	WARING OIL CO	261675			2304436		2023	11	INV P	1,010.00	081823	298490 SUPREME OIL FOR NEW
049764	GPM EMPIRE	93059	7/23	0			2023	11	INV P	141.46	081823	298299 7/2023 FLASHMARKET
										3,113.27		ACCOUNT TOTAL
073570	525700											DIESEL FUEL
001002	CITY OF HATTIESBURG	TRF 7/23	FUEL USE73	0			2023	11	INV P	5,490.31	081823	298252 FUEL USAGE 7/1-7/31
										5,490.31		ACCOUNT TOTAL
073570	571001											REPAIR PARTS - FIXED ROUTE
002565	COURTESY MOTORS INC	114304			2304433		2023	11	INV P	120.72	081823	298269 REPAIR ON BUS #2112
004017	REGIONS CARDHOLDER S	2080 - 07-31-2023		0			2023	11	INV P	686.53	081823	298425 2080 - 07-31-2023 C
										807.25		ACCOUNT TOTAL
073570	571002											REPAIR PARTS - PARATRANSIT
004297	SOUTHERN TIRE MART (	2520129531			2304253		2023	11	INV P	4,147.16	081823	298455 TIRES FOR ALL PARAT
004597	WATERS INTERNATIONAL	08P856170			2301963		2023	11	INV P	113.00	081823	298494 REPAIR HOSES-BUSES
										4,260.16		ACCOUNT TOTAL
073570	606000											TELEPHONE AND TELEGRAPH
002160	AT&T MOBILITY	287290252011X080523		0			2023	11	INV P	52.07	081823	298209 MB2016-287/WIRELESS
										52.07		ACCOUNT TOTAL
073570	625500											PUBLIC LIAB/PROPERTY DAM
004307	SOUTHGROUP (HATTIESB	234169			2304570		2023	11	INV P	7,650.00	081823	298457 ADD INSURANCE FOR C
										7,650.00		ACCOUNT TOTAL
073570	638501											BUS EQUIP R&M-FIXED ROUTE
003246	JERRY'S AUTOMOTIVE R	22518			2303941		2023	11	INV P	137.00	081823	298329 REPAIRS TO BUS #195
										137.00		ACCOUNT TOTAL
073570	643000											UNIFORM RENT
002471	CINTAS CORPORATION #	# 4163091150		0			2023	11	INV P	149.46	081823	298247 HCT UNIFORM RENTALS
002471	CINTAS CORPORATION #	4163774531		0			2023	11	INV P	654.42	081823	298246 HCT UNIFORM RENTALS
002471	CINTAS CORPORATION #	4164474709		0			2023	11	INV P	194.03	081823	298246 HCT UNIFORM RENTALS
										997.91		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11									
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL							997.91		
073570	684000					DUES AND MEMBERSHIPS			
004017	REGIONS CARDHOLDER S	2080	-	07-31-2023	0	2023 11 INV P	525.00 081823	298425	2080 - 07-31-2023 C
ACCOUNT TOTAL							525.00		
073570	687000					CUSTODIAL SERVICE			
002037	AB SUPPORT SERVICES	481020			2301150	2023 11 INV P	424.00 081823	298191	TWO QUOTE - JANITOR
ACCOUNT TOTAL							424.00		
073570	741000					BUSES			
050038	SPORTWORKS GLOBAL	149127			2303764	2023 11 INV P	14,508.32 081823	298464	2-QUOTES-BUS BIKE R
ACCOUNT TOTAL							14,508.32		
ORG 073570 TOTAL							37,965.29		
FUND 073 MASS TRANSIT FUND						TOTAL:	37,965.29		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
075695				W&S CONSTR.-CAPITAL PROJECTS							
075695 601500				ENGINEERING							
003373 LAMAR PARK WATER & S PAY APP 2 OF 2				0	2023 11	INV P	3,358.00	081823	298350	PAYMENT 2 OF 2 2023	
ACCOUNT TOTAL							3,358.00				
ORG 075695 TOTAL							3,358.00				
FUND 075 WATER&SEWER CONSTRUCTION FUND							TOTAL:	3,358.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	502000			MINOR OFFICE EQUIP/FURN.							
002353	BUCKOS CLEANERS	D6112		2304397	2023	11	INV	P	109.00	081823	298227 TABLE COVERS /BLACK
				ACCOUNT TOTAL					109.00		
077650	510000			CLEANING/JANITORIAL SPLY							
048909	BRADY COMPANIES, LLC	8240370		2304597	2023	11	INV	P	213.62	081823	298225 JANITORIAL SUPPLIES
				ACCOUNT TOTAL					213.62		
077650	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	TRF 7/23 FUEL USE77	0		2023	11	INV	P	276.73	081823	298254 FUEL USAGE 7/1-7/31
				ACCOUNT TOTAL					276.73		
077650	560000			BUILDING MATERIALS & SPLY							
003543	MCELHANEY PLUMBING I	297291		2304583	2023	11	INV	P	29.95	081823	298365 MATERIAL TO REPAIR
				ACCOUNT TOTAL					29.95		
077650	570000			MTR VEHICLE REP. PTS/SPL							
002160	AT&T MOBILITY	287308925627X0805223	0		2023	11	INV	P	94.40	081823	298209 MB2016-287/GEOTAB/J
				ACCOUNT TOTAL					94.40		
077650	630000			GAS							
004321	SPIRE	G2023-3 AUG	0		2023	11	INV	P	234.81	081823	298462 SPIRE-VARIOUS DEPT
				ACCOUNT TOTAL					234.81		
077650	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2023-1 AUG	0		2023	11	INV	P	6,158.96	081823	298382 MISSISSIPPI POWER-V
				ACCOUNT TOTAL					6,158.96		
077650	635000			BUILDING R&M							
003256	JOHNSON CONTROLS, IN	39051501	0		2023	11	INV	P	667.09	081823	298336 RECURRING SERVICE F
004234	SMITH, JIM SERVICES	i93047		2304395	2023	11	INV	P	3,315.20	081823	298445 CONFERENCE ROOM AC
				ACCOUNT TOTAL					3,982.29		
077650	643000			UNIFORM RENT							
002471	CINTAS CORPORATION # 4160307829		0		2023	11	INV	P	179.25	081823	298246 COMM CNTR UNIFORM R
002471	CINTAS CORPORATION # 4160991810		0		2023	11	INV	P	179.25	081823	298246 UNIFORM RENTAL COMM
002471	CINTAS CORPORATION # 4161687171		0		2023	11	INV	P	179.25	081823	298246 UNIFORM RENTAL COMM
002471	CINTAS CORPORATION # 4162378806		0		2023	11	INV	P	179.25	081823	298246 UNIFORM RENTAL COMM
002471	CINTAS CORPORATION # 4163091771		0		2023	11	INV	P	179.25	081823	298246 UNIFORM RENTAL COMM
									896.25		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL										896.25			
077650	684500												
002042	ACKER, REBECCA	9861	0										
REGISTRATION FEE/TUITION													
				2023 11	INV	P				604.00	081823	298192 TRAVEL ADV MRPA CON	
ACCOUNT TOTAL										604.00			
077650	715010												
002031	A/C PARTS & EQUIPMEN	46017	2304057	2023 11	INV	P				2,631.26	081823	298190 AC REPAIR AT W.U. S	
003905	PIERCE PLUMBING INC	26168956	2304135	2023 11	INV	P				3,341.89	081823	298408 INSTALLATION OF WAS	
ACCOUNT TOTAL										5,973.15			
077650	715019												
004234	SMITH, JIM SERVICES	i93046	2304290	2023 11	INV	P				9,060.00	081823	298445 TWO -QUOTE FOR REPL	
004234	SMITH, JIM SERVICES	i93066	2303974	2023 11	INV	P				6,475.00	081823	298445 TWO QUOTE FOR AIR H	
										15,535.00			
ACCOUNT TOTAL										15,535.00			
077650	729523												
003385	LANDRY LEWIS GERMANY CN	22-3936-005	0										
MS ARTS COMMISSION GRANT													
				2023 11	INV	P				750.00	081823	298351 CAC BLACKBOX THEATR	
ACCOUNT TOTAL										750.00			
ORG 077650 TOTAL										34,858.16			
FUND 077 COMMUNITY CENTERS' FUND										TOTAL:	34,858.16		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11												
ACCOUNT/VENDOR		INVOICE		PO		YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
082285												
082285				CDBG-ENTITLEMENTS								
525000				GAS		AND OIL						
001002	CITY OF HATTIESBURG	TRF 7/23	FUEL USE82	0	2023 11	INV	P		78.90	081823	298255	FUEL USAGE 7/1-7/31
						ACCOUNT TOTAL					78.90	
				ORG 082285		TOTAL					78.90	
FUND 082		COMMUNITY DEVELOP. BLOCK GRANT					TOTAL:					78.90

YEAR/PERIOD: 2023/10 TO 2023/11												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
086300		SPEC SALES TAX/RECREATION MAIN										
086300 7295PR		CAPITAL PROJECTS										
002165	AUSTRALIAN COURTWORK	PAY APP NO 2	0	2023	11	INV P	221,967.50	081823	298211	MB	2022-166	KAMPER
002359	BURGE EXCAVATING & G	1976	2304457	2023	11	INV P	1,700.00	081823	298229	TENNIS COURT	RESTOR	
002515	COLONY CONSTRUCTION	APPLICATION #1	0	2023	11	INV P	182,005.33	081823	298261	MB	2021-348	MIDTOWN
003385	LANDRY LEWIS GERMANY	CN 22-3922-010	0	2023	11	INV P	371.75	081823	298351	MB	2021-454	JAYCEE
003518	MAX MULTIMEDIA & CAB	2459	2304239	2023	11	INV P	32,000.00	081823	298364	2	QUOTE -	ACOUSTIC T
004322	SPORTS CONTRACTORS U	PAYMENT NO 3	0	2023	11	INV P	415,816.32	081823	298463	MB	2021-564	TATUM P
049196	JW CHAIN CONTRACTORS	PAYMENT NO 11	0	2023	11	INV P	43,681.00	081823	298339	MB	2021-518	JAYCEE
049419	MISSISSIPPI POWER	590210407G6	0	2023	11	INV P	6,725.09	081823	298375	MB	2022-221	TATUM P
049598	PHOENIX CONSTRUCTION	PAYMENT NO 6	0	2023	11	INV P	133,749.27	081823	298407	MB	2022-74	JAYCEE P
ACCOUNT TOTAL							1,038,016.26					
ORG 086300 TOTAL							1,038,016.26					
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV							TOTAL:	1,038,016.26				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/10 TO 2023/11											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
097201			INFRA IMPROVE-INTRNT	SALES TAX							
097201	721006			N 28TH AVE BRIDGE							
047493	HOLLIDAY CONSTRUCTIO	PAY NO 7 FINAL	0	2023 11	INV	P	27,313.65	081823	298314	MB	2021-455 28TH AV
				ACCOUNT TOTAL			27,313.65				
097201	723057			LINCOLN RD PAVING/OVERLAY							
047056	WARREN PAVING INC	122021.6 FINAL	0	2023 11	INV	P	60,937.43	081823	298492	MB	2021-517 LINCOLN
				ACCOUNT TOTAL			60,937.43				
097201	723099			OTHER STREET IMPR.							
002487	CLEARPOINT CONSULTIN	73882010-00003	0	2023 11	INV	P	5,200.00	081823	298257	MB	2021-565 MIDTOWN
				ACCOUNT TOTAL			5,200.00				
			ORG 097201	TOTAL			93,451.08				
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:							93,451.08				

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|City of Hattiesburg, MS
|A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
001 General Fund		960,919.27
002 PARKS & RECREATION FUND		53,907.52
005 HATT.MUNICIPAL FIRE PROTECTION		1,372.95
009 WATER & SEWER OPERATION/MAINT.		230,762.62
011 WATER & SEWER FUND		3,536.70
019 POLICE FORFEITURES FUND		2,827.28
072 MUNICIPAL ROAD & BRIDGE		34,771.46
073 MASS TRANSIT FUND		37,965.29
075 WATER&SEWER CONSTRUCTION FUND		3,358.00
077 COMMUNITY CENTERS' FUND		34,858.16
082 COMMUNITY DEVELOP. BLOCK GRANT		78.90
086 SPEC SALES TAX-P&R/UNIV IMPROV		1,038,016.26
097 INFRA IMPROVE-INTRNT SALES TAX		93,451.08
801 CLAIMS FUND		
	2,495,825.49	
TOTAL	2,495,825.49	2,495,825.49

** END OF REPORT - Generated by Sherry Jackson **