



**Tuesday, December 5, 2023
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

1. **2023-880** Approve the minutes for the November 20 & 21, 2023 meetings of the City Council.
2. **2023-898** Adopt an Ordinance amending Ordinance 3223 in advance of New Year's Eve, December 31, 2023, to extend the hours of operation for public and private commercial establishments to allow consumption of alcoholic beverages in the City of Hattiesburg.
3. **2023-866** Adopt a Resolution requesting the Mississippi Department of Transportation (MDOT) to initiate Edwards Street Improvement Project - James St. to Tuscan Avenue and authorize the Mayor to execute the attached request letter.
4. **2023-883** Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Burkett's Creek East Sewer Project and authorize the Mayor to execute in duplicate.
5. **2023-863** Approve Agreement for Professional Services with Neel-Schaffer, Inc. to provide engineering services related to the Sims Road Boat Ramp project for a fixed fee of \$94,140.00 and Authorize the Mayor to execute in duplicate.
6. **2023-879** Approve Standard Lease Agreement with Mississippi Power to install 28 new LED fixtures at the Midtown Green Park at a monthly cost of \$3,546.00 and authorize the Mayor to execute in duplicate.
7. **2023-875** 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.

- 8. 2023-862** Acknowledge Statement of Qualifications received for Engineering Consulting Services for the Hattiesburg Bobby L. Chain Municipal Airport; Accept submittal from Neel-Schaffer, Inc. and Authorize the Mayor to execute contract documents upon preparation.

- 9. 2023-884** Approve Rental Agreement between the City of Hattiesburg and R J Young Company for one (1) copier to be located in the Hattiesburg Planning Department in the amount not to exceed \$345.41 per month for 60 months and authorize the Mayor to execute the same.

- 10. 2023-886** Approve Agreement with Landry Lewis Germany Architects, P.A., to provide architectural services related to restroom and exterior improvements at Tatum Park and authorize the Mayor to execute the same.

- 11. 2023-864** Approve Advertising Sponsorship for the 2023 Mississippi/Alabama All-Star Football Game as outlined in the attached letter, in accordance with Mississippi 17-3-1, in an amount not to exceed \$25,000.00 and authorize issuance of manual check for the same.

- 12. 2023-888** Approve Agreement with Hattiesburg Youth Soccer Association to operate and promote soccer programs for Hattiesburg residents and authorize the Mayor to execute the same.

- 13. 2023-889** Approve Agreement with Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg area residents and authorize the Mayor to execute the same.

- 14. 2023-894** Approve Agreement with Hattiesburg Arts Council to provide Art and Cultural programs for children and cultural opportunities for adults, seniors and persons with disabilities for Hattiesburg residents and authorize the Mayor to execute the same.

- 15. 2023-897** Approve the State holiday schedule as the City's holidays for the fiscal year 2023-2024 in accordance with MS Code 3-3-7, per attached list.

- 16. 2023-867** Accept grant award from the Mississippi Emergency Management Agency 2020 Hazard Mitigation Grant Program in the amount of \$155,911.00 (\$116,933.26 federal match and \$38,977.75 local match), Approve Agreement and authorize the Mayor to execute the same.

- 17. 2023-896** Ratify and confirm the Mayor's appointment of Amy Sproles Smith to the Hattiesburg Historic Conservation Commission to fill the unexpired term of Terri Bell, for a term beginning December 5, 2023, and ending November 16, 2024.

ROUTINE AGENDA

1. **2023-881** Acknowledge receipt of a request filed by Douglas Miller to appeal a decision by the Hattiesburg Planning Commission. The appeal is regarding the decision of the Director of Urban Development for a use designation for an entity as a "Group Care Facility." The Planning Commission recommended upholding the director's decision on November 15th, 2023. Set a public hearing before the City Council on January 2, 2023, at 4:00 p.m. and authorize publication of public notice for the hearing.

2. Removed

3. **2023-895** Acknowledge receipt of Release of Fuel Facility located at Bobby L. Chain Municipal Airport to the City of Hattiesburg from Rebel Aviation, LLC, and Hattiesburg Hanger Association, Inc., as per attached documents.

4. **2023-878** Acknowledge receipt of the two quote docket for the period of October 25, 2023 through November 27, 2023.

5. **2023-887** Acknowledge receipt of the FY 2022-2023 Expenditure Report from Hattiesburg Youth Soccer Association.

6. **2023-890** Acknowledge receipt of the FY 2023 Hattiesburg Little League Expenditure Report.

7. **2023-892** Acknowledge receipt of the 2023 Expenditure Report for the Hattiesburg Dixie Boys Baseball.

8. **2023-893** Acknowledge receipt of the FY 2023 Expenditure Report from the Hattiesburg Arts Council.

9. **2023-865** Approve the sale of grave spaces per attached, Memo's, Receipts, and Deeds.

10. **2023-885** Approve claims docket for the period ending November 30, 2023.

In Memoriam:

- Mrs. Vickie Sue Tankersley Hanna
- Dr. Tommy King
- Mrs. Deborah List Schell
- Mr. Danny Jones
- Mr. Lowell E. Webb

- Mr. Louis Dempsey Lee, Sr.
- Ms. Genevieve Feyen
- Ms. JoAnn Hill
- Ms. Krista Guice Boyte
- Mr. Karey Keys
- Ms. Delores Nicholson

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lisa Luu
cc: Ronda Kennedy, Clerk of Council
Date: Tuesday, December 5, 2023
Re: Approve the minutes for the November 20 & 21, 2023 meetings of the City Council.
File Number: 2023-880
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of the minutes.

Please place this on the December 5, 2023 City Council meeting for consideration.

Published Agenda



Monday, November 20, 2023 4:00 PM	City Council Monday Meeting Agenda	Council Chambers 200 Forrest Street
--	---	--

- Call to Order
- Agenda Review
- Citizens' Forum
- 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, November 20, 2023**, in Council Chambers at City Hall; same being from an adjourned meeting held on November 7, 2023.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; 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. Absent: Council member Deborah Delgado, Ward 2 and Deputy Clerk of Council, Lisa Luu Jolly.

Council Vice President Ware Called the meeting to order.

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.

Meeting Recess

Council President George declared the **meeting recessed at 4:22 p.m., this 20th day of November, 2023**, by unanimous consent, until the 21st day of November, 2023.

ATTEST:	APPROVE:
 _____	 _____
Clerk of Council	Council President

ATTEST AND CERTIFY:	APPROVE:
 _____	 _____
City Clerk	Mayor



Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

- | | | |
|-----|----------|--|
| 1. | 2023-839 | Approve the minutes for the November 6 & 7, 2023 meetings of the City Council. |
| 2. | 2023-844 | Approve or Deny a request made by Casey Benedict, representative to rezone a portion of a major subdivision known as “Woodhaven Lake Estates” from A-1 to R-1A in Lamar County, Ward 5. The Planning Commission recommended approval. |
| 3. | 2023-847 | Approve or Deny a request made by James Harris, owner, to rezone multiple properties located at 28 McCall Street from R-1C (Single-Family Residential) to A-1 (Agricultural), (Forrest County, Ward 5). Planning Commission recommended approval on November 1st, 2023. |
| 4. | 2023-772 | Approve or Deny a request made by James Harris, owner, for a variance to allow for a kennel within the minimum required buffer distance of 250 feet from an adjacent residential use for the property located at 28 McCall Street (Ward 5). The Board of Adjustment recommended approval. |
| 5. | 2023-845 | Approve or Deny a request made by Hastings Puckett, owner, Ron McMaster, Engineer, and Cole Goza, Engineer, for a conditional use for an outdoor equipment storage space maintained with gravel for a property located at 7128 Highway 49 (Forrest County, Ward 1). The Planning Commission recommended approval. |
| 6. | 2023-682 | Approve or Deny a request made by Hastings Puckett, owner, Ron McMaster, Engineer, and Cole Goza, Engineer, to request variances from the maximum allowed open storage of a side and rear lot, a variance from the maximum allowed fence height, and a variance from the required screening requirements for an outdoor storage yard. The request is for an expansion located at 7128 Highway 49 and is contingent upon approval of a Conditional Use (Ward 1). The Board of Adjustment recommended approval for the outdoor storage area and fence height, and denial for the screening requirements. |
| 7. | 2023-770 | Approve or Deny a request made by B.J. Fokakis, owner, and Andrea Saffle, representative, for a variance to exceed the maximum allowed sign message area for a proposed wall sign at 400 Main Street in (Ward 4). The Board of Adjustment recommended approval. |
| 8. | 2023-846 | Approve or Deny a request by The City of Hattiesburg to vacate and close the portion of South 16 th Avenue from Hardy Street to Concart Street. Said street is located in Forrest County, Ward 4, in the City of Hattiesburg. The Planning Commission recommended approval. |
| 9. | 2023-831 | Adopt a Resolution setting Public Hearing on Monday, December 18 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. |
| 10. | 2023-850 | Adopt the November 21st, 2023 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2024 and adopt the Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated budget. |
| 11. | 2023-861 | Approve Memorandum of Agreement with Forrest County for improvements to Friendship Park and authorize the Mayor to execute the same. |
| 12. | 2023-830 | Approve Amendment No. 2 to the Memorandum of Agreement between City of Hattiesburg and MS Department of Archives and History related to Grant # CHPG#2020-005 for G. L. Hawkins Elementary School Renovations to extend the project period to December 1, 2024. |
| 13. | 2023-842 | Approve Supplemental Agreement No. 2 with Colony Construction LLC., for the construction of a roundabout and pedestrian improvements at the intersection of Hall Avenue, James St., and Bay St. project (Project No. FBLD-8769-00(001)/108639-801000 in Forrest County) to add Forty Five (45) Working Days due to a schedule modification in the roundabout structures and authorize the Mayor to execute the same. |
| 14. | 2023-843 | Approve Lighting Lease Agreement with Mississippi Power for new lighting pendants on Hardy Street and authorize the Mayor to execute the same. |
| 15. | 2023-841 | 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. |
| 16. | 2023-851 | Ratify Change Order No. 5 with Hemphill Construction for a time extension on the Water Plant #1 Phase I Rehabilitation Project. |

- 17. 2023-859 Ratify agreement between the City of Hattiesburg and Shows, Dearman, and Waits, Inc. to provide data management services related to the City's fire hydrants.
- 18. 2023-828 Ratify corrected Tax Pledge Agreement between the City of Hattiesburg and the University of Southern Mississippi.
- 19. 2023-848 Authorize the acceptance of award from the Mississippi Department of Public Safety Project Safe Neighborhoods Program in the amount of \$17,752.00.
- 20. 2023-852 Authorize payment of \$64,000.00 to Forrest County Circuit Clerk pursuant to the Court's Order in the matter, City of Hattiesburg v. ARC-1, LLC, and authorize issuance of manual check for the same.

ROUTINE AGENDA

- 1. 2023-823 Acknowledge receipt of the monthly budget report for the month ending October 31, 2023.
- 2. 2023-857 Acknowledge receipt of the Privilege Tax License Report for the month ending October 31,2023.
- 3. 2023-858 Approve specifications and authorize publication of an Advertisement for Test Well Drill Services for the City of Hattiesburg Water Department.
- 4. 2023-827 Acknowledge the setting of the 45-day public comment period by the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) for the proposed amendments to the Public Participation Plan; Authorize publication of the same.
- 5. 2023-849 Approve and authorize publication of a Request for Qualifications for engineering services for the development of the City of Hattiesburg Safe Streets for All (SS4A) Action Plan.
- 6. 2023-860 Approve and authorize publication of Notice Availability and Public Comment Period regarding the 2023-2027 Five Year Consolidated Plan and 2023 Action Plan.
- 7. 2023-840 Approve the City’s purchase of (4) four grave spaces, located in the South Half (S ½), Lot 99, Section 21 at Highland Cemetery, for the amount of \$ 700.00 from Patricia B. Hunter, Authorize manual check for the same.
- 8. 2023-829 Approve the sale of grave spaces, per attached Memo’s, Receipts and Deeds.
- 9. 2023-853 Approve claims docket for the period ending November 17, 2023.

In Memoriam:

- Mrs. Martha Jane Pentecost Weatherford
- Mrs. Vera Coleman
- Mr. Lonnie Johnson, Sr.
- Mr. Byron Williams
- Elder Bobby Earl Carpenter
- Mr. Otis Lee Bullock
- Mr. Bart Carr

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m.**

Tuesday, November 21, 2023, in Council Chambers at City Hall; same being from a recessed meeting held on November 20, 2023.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1 (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; City staff members; media; and the public. Absent: Council member Deborah Delgado, Ward 2; and Deputy Clerk of Council, Lisa Luu Jolly.

Council Vice President Ware Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Randy Pope.

The Pledge of Allegiance was led by Kermas Eaton.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

Mayor Barker recognized Larry Mowery, who supervises the City's water billing technicians in the field, for his quick actions on handling a situation that had happened. On his way, he passed a house where a woman was outside waving frantically. The woman’s elderly mother was inside and experiencing chest pains. They had called 911, but the ambulance had inadvertently passed the house and continued down the street. Larry quickly pulled over, learned the situation and sped down the street to catch the ambulance and redirect the crew back to the house that needed them. The ambulance was able to get the woman to the emergency room. She was having a heart attack, but Larry’s quick actions saved the woman’s life. Her daughters along with the Water Billing Division Manager Wanda Turner, were able to publicly thank Larry Mowery.

There were no other presentations at this time.

POLICY AGENDA

THE MATTER OF THE AGENDA ORDER came before the Council.

The POLICY AGENDA came before the Council.

1.

2023-839

Approve the minutes for the November 6 & 7, 2023 meetings of the City Council.
- Attachments:

11-6-2023 AR, WS Mins.

11-7-2023 Mins.

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

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

2.

2023-844

Approve or Deny a request made by Casey Benedict, representative to rezone a portion of a major subdivision known as “Woodhaven Lake Estates” from A-1 to R-1A in Lamar County, Ward 5. The Planning Commission recommended approval.
- Attachments:

Staff Summary - Woodhaven Rezoning Request

Image Sheet - Woodhaven Major Sub

PH Application

Map

WD

MINUTES NOVEMBER HPC

Ordinance - Woodhaven zoning_with legal

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve a request made by Casey Benedict, representative to rezone a portion of a major subdivision known as “Woodhaven Lake Estates” from A-1 to R-1A.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

3. **2023-847** Approve or Deny a request made by James Harris, owner, to rezone multiple properties located at 28 McCall Street from R-1C (Single-Family Residential) to A-1 (Agricultural), (Forrest County, Ward 5). Planning Commission recommended approval on November 1st, 2023.

Attachments: Staff Summary - McCall Street
 Image Sheet - McCall Street Final
 Proposed site plan
 Letters from neighboring property owners
 PH Application
 Deeds
 MINUTES NOVEMBER HPC
 Ordinance - McCall St Zoning

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve a request made by James Harris, owner, to rezone multiple properties located at 28 McCall Street from R-1C to A-1.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

4. **2023-772** Approve or Deny a request made by James Harris, owner, for a variance to allow for a kennel within the minimum required buffer distance of 250 feet from an adjacent residential use for the property located at 28 McCall Street (Ward 5). The Board of Adjustment recommended approval.

Attachments: Staff Summary - McCall St Kennel Variance
 Image Sheet - McCall Street Kennel Variance
 PH Application
 Proposed site plan
 Letters from neighboring property owners
 Deeds

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve a request made by James Harris, owner, for a variance to allow for a kennel within the minimum required buffer distance of 250 feet from an adjacent residential use for the property located at 28 McCall Street.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

5. **2023-845** Approve or Deny a request made by Hastings Puckett, owner, Ron McMaster, Engineer, and Cole Goza, Engineer, for a conditional use for an outdoor equipment storage space maintained with gravel for a property located at 7128 Highway 49 (Forrest County, Ward 1). The Planning Commission recommended approval.

Attachments: Staff Summary - 7128 US 49, CU
 Image Sheet - Puckett 7128 US 49
 PH app
 WD
 Affidavit
 MINUTES NOVEMBER HPC

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve a request made by Hastings Puckett, owner, Ron McMaster, Engineer, and Cole Goza, Engineer, for a conditional use for an outdoor equipment storage space maintained with gravel for a property located at 7128 Highway 49.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

6. **2023-682** Approve or Deny a request made by Hastings Puckett, owner, Ron McMaster, Engineer, and Cole Goza, Engineer, to request variances from the maximum allowed open storage of a side and rear lot, a variance from the maximum allowed fence height, and a variance from the required screening requirements for an outdoor storage yard. The request is for an expansion located at 7128 Highway 49 and is contingent upon approval of a Conditional Use (Ward 1). The Board of Adjustment recommended approval for the outdoor storage area and fence height, and denial for the screening requirements.

Attachments: 7128 Hwy 49 - Fence and Storage space
Image Sheet - Puckett 7128 US 49
PH Application
7128 SITE PLAN
Variance
WD
MINUTES NOVEMBER BOA

A MOTION was made by Council President George and seconded by Council Member Brown to Approve a request made by Hastings Puckett, owner, Ron McMaster, Engineer, and Cole Goza, Engineer, to request variances from the maximum allowed open storage of a side and rear lot, a variance from the maximum allowed fence height, and a variance from the required screening requirements for an outdoor storage yard. The request is for an expansion located at 7128 Highway 49 and is contingent upon approval of a Conditional Use.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

7. **2023-770** Approve or Deny a request made by B.J. Fokakis, owner, and Andrea Saffle, representative, for a variance to exceed the maximum allowed sign message area for a proposed wall sign at 400 Main Street in (Ward 4). The Board of Adjustment recommended approval.

Attachments: Staff Summary - 400 Main St Sign Variance
Image Sheet - 400 Main St Sign Variance
Existing Wall
new wall
WD –
Coney Island - Sheet - SIGN - SIGN VARIANCE GRAPHICS
Coney Island Variance Application (1)
MINUTES NOVEMBER BOA

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve a request made by B.J. Fokakis, owner, and Andrea Saffle, representative, for a variance to exceed the maximum allowed sign message area for a proposed wall sign at 400 Main Street.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

8.

2023-846

Approve or Deny a request by The City of Hattiesburg to vacate and close the portion of South 16th Avenue from Hardy Street to Concart Street. Said street is located in Forrest County, Ward 4, in the City of Hattiesburg. The Planning Commission recommended approval.
- Attachments:

[Staff Summary - 16th Avenue Closure](#)

[Image Sheet - Street Closing 16th Ave](#)

[PH Application - AJones](#)

[MINUTES NOVEMBER HPC](#)

[Ordinance - Vacate portion of South 16th Avenue](#)

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve a request by The City of Hattiesburg to vacate and close the portion of South 16th Avenue from Hardy Street to Concart Street. Said street is located in Forrest County, Ward 4, in the City of Hattiesburg.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

9.

2023-831

Adopt a Resolution setting Public Hearing on Monday, December 18th, 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 12 18 2023 Resolution](#)

[PH 12 18 2023 Request to Set Public Hearing Memo](#)

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2023-166) setting Public Hearing on Monday, December 18th, 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: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

10.

2023-850

Adopt the November 21st, 2023 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2024 and adopt the Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated budget.
- Attachments:

[Resolution adopting budget amendments](#)

[budget amendment packet](#)

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt the November 21st, 2023 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2024 and adopt the Resolution (#2023-167) authorizing publication of amendments for funds in excess of 10% of the originally appropriated budget.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

- 11. 2023-861** Approve Memorandum of Agreement with Forrest County for improvements to Friendship Park and authorize the Mayor to execute the same.

Attachments: MOU with Forrest County for Friendship Park Improvements

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Memorandum of Agreement with Forrest County for improvements to Friendship Park and authorize the Mayor to execute the same.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

- 12. 2023-830** Approve Amendment No. 2 to the Memorandum of Agreement between City of Hattiesburg and MS Department of Archives and History related to Grant # CHPG#2020-005 for G. L. Hawkins Elementary School Renovations to extend the project period to December 1, 2024.

Attachments: MS Community Heritage Preservation Grant-CHPG#2020-005 Hawkins Elementary

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Amendment No. 2 to the Memorandum of Agreement between City of Hattiesburg and MS Department of Archives and History related to Grant # CHPG#2020-005 for G. L. Hawkins Elementary School Renovations to extend the project period to December 1, 2024.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

- 13. 2023-842** Approve Supplemental Agreement No. 2 with Colony Construction LLC., for the construction of a roundabout and pedestrian improvements at the intersection of Hall Avenue, James St., and Bay St. project (Project No. FBLD-8769-00(001)/108639-801000 in Forrest County) to add Forty Five (45) Working Days due to a schedule modification in the roundabout structures and authorize the Mayor to execute the same.

Attachments: Colony Construction Supplemental Agreement # 2

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Supplemental Agreement No. 2 with Colony Construction LLC., for the construction of a roundabout and pedestrian improvements at the intersection of Hall Avenue, James St., and Bay St. project (Project No. FBLD-8769-00(001)/108639-801000 in Forrest County) to add Forty Five (45) Working Days due to a schedule modification in the roundabout structures and authorize the Mayor to execute the same.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 – Delgado

- 14. 2023-843** Approve Lighting Lease Agreement with Mississippi Power for new lighting pendants on Hardy Street and authorize the Mayor to execute the same.

Attachments: MS Power Lease Agreement Hardy Street Pendants

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Lighting Lease Agreement with Mississippi Power for new lighting pendants on Hardy Street and authorize the Mayor to execute the same.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

- 15. 2023-841** 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.

Attachments: MS Power Are West S 40th Kennsingston . Sharmont

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to 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.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

- 16. 2023-851** Ratify Change Order No. 5 with Hemphill Construction for a time extension on the Water Plant #1 Phase I Rehabilitation Project.

Attachments: Hemphill Change Order 5 - Water Plant #1

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Ratify Change Order No. 5 with Hemphill Construction for a time extension on the Water Plant #1 Phase I Rehabilitation Project.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

- 17. 2023-859** Ratify agreement between the City of Hattiesburg and Shows, Dearman, and Waits, Inc. to provide data management services related to the City's fire hydrants.

Attachments: 0669_001

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Ratify agreement between the City of Hattiesburg and Shows, Dearman, and Waits, Inc. to provide data management services related to the City's fire hydrants.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

- 18. 2023-828** Ratify corrected Tax Pledge Agreement between the City of Hattiesburg and the University of Southern Mississippi.

Attachments: Agreement as executed by City and University

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Ratify corrected Tax Pledge Agreement between the City of Hattiesburg and the University of Southern Mississippi.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

- 19. 2023-848** Authorize the acceptance of award from the Mississippi Department of Public Safety Project Safe Neighborhoods Program in the amount of \$17,752.00.

Attachments: PSN Award Acceptance Package

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Authorize the acceptance of award from the Mississippi Department of Public Safety Project Safe Neighborhoods Program in the amount of \$17,752.00.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

- 20. 2023-852** Authorize payment of \$64,000.00 to Forrest County Circuit Clerk pursuant to the Court's Order in the matter, City of Hattiesburg v. ARC-1, LLC, and authorize issuance of manual check for the same.

Attachments: PPIN 21836- 205 McLeod Court-Appointed Appraiser's Report as filed
PPIN 21836 -205 McLeod Order Granting Title&Possession as signed by Judge Russell

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Authorize payment of \$64,000.00 to Forrest County Circuit Clerk pursuant to the Court's Order in the matter, City of Hattiesburg v. ARC-1, LLC, and authorize issuance of manual check for the same.

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

Yeas: 4 - George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

1. **2023-823** Acknowledge receipt of the monthly budget report for the month ending October 31, 2023.
2. **2023-857** Acknowledge receipt of the Privilege Tax Licensie Report for the month ending October 31,2023.

 Attachments: 0668_001
3. **2023-858** Approve specifications and authorize publication of an Advertisement for Test Well Drill Services for the City of Hattiesburg Water Department.

 Attachments: TESTWELL
 NTB_Test Well Drill Services
4. **2023-827** Acknowledge the setting of the 45-day public comment period by the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) for the proposed amendments to the Public Participation Plan; Authorize publication of the same.

 Attachments: Public-Participation-Plan Amendment Doc 10.30.23
 Public-Participation Plan Amendments 7.31.23
 PUBLIC NOTICE - Public Participation Plan Amendments 11 9 23
5. **2023-849** Approve and authorize publication of a Request for Qualifications for engineering services for the development of the City of Hattiesburg Safe Streets for All (SS4A) Action Plan.

 Attachments: SS4A Advertisement
6. **2023-860** Approve and authorize publication of Notice Availability and Public Comment Period regarding the 2023-2027 Five Year Consolidated Plan and 2023 Action Plan.

 Attachments: Notice of Availability_11302023_UPDATE
7. **2023-840** Approve the City's purchase of (4) four grave spaces, located in the South Half (S 1/2), Lot 99, Section 21 at Highland Cemetery, for the amount of \$ 700.00 from Patricia B. Hunter, Authorize manual check for the same.

 Attachments: Buy Back (Patricia B. Hunter) 11-21-2023)
8. **2023-829** Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.

 Attachments: Memo's (11-21-2023)
 Receipts (11-21-2023)
 Deeds (11-21-2023)
9. **2023-853** Approve claims docket for the period ending November 17, 2023.

 Attachments: Docket 11.17.23
 DT 11.17.23

In Memoriam:

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

- Mrs. Martha Jane Pentecost Weatherford
- Mrs. Vera Coleman
- Mr. Lonnie Johnson, Sr.
- Mr. Byron Williams

- Elder Bobby Earl Carpenter
- Mr. Otis Lee Bullock
- Mr. Bart Carr

Meeting Adjourn

Council Vice President Ware declared the **meeting adjourned at 5:16 p.m., this 21st day of November, 2023,**
by unanimous consent, until the 4th day of December, 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: Kermas Eaton, City Clerk
cc: Ann Jones, Chief Administrative Officer
Date: Tuesday, December 5, 2023
Re: Adopt an Ordinance amending Ordinance 3223 in advance of New Year's Eve, December 31, 2023, to extend the hours of operation for public and private commercial establishments to allow consumption of alcoholic beverages in the City of Hattiesburg.
File Number: 2023-898
Minute Book #

Summary

Ordinance extending the hours of private and commercial establishments on New Year's Eve.

Recommendation Statement

I recommend adoption of this item.

Please place this on the December 5, 2023 City Council meeting for consideration.

ORDINANCE_____

AN ORDINANCE AMENDING ORDINANCE NUMBER 3223, ADOPTED 12-28-17 AN ORDINANCE AMENDING ORDINANCE NUMBER 3173, ADOPTED 11-17-15, AND ORDINANCE NUMBER 2927, ADOPTED 10-17-06, TO AMEND ORDINANCE 2610, ADOPTED 10-7-97 TO REGULATE THE HOURS FOR OPENING AND CLOSING OF PUBLIC AND PRIVATE COMMEECIAL ESTABLISHMENTS THAT ALLOW CONSUMPTION OF ALCHOLIC BEVERAGES, WINE AND BEER IN THE CITY OF HATTIESBURG.

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

SECTION 1. That section 1 of Ordinance Number 3223, adopted December 28, 2017, to amend Ordinance Number 3173, adopted November 17, 2015, to amend Ordinance Number 2927, adopted October 17, 2006, to amend Ordinance 2610 (Section 3-5 of the Code of Ordinances), which regulates the hours of consumption for opening and closing of public and private commercial establishments that allow consumption of alcoholic beverages, wine and beer in the City of Hattiesburg, be and the same is hereby amended to read as follows, to wit:

“Sunday, except between the hours of 11:00 a.m. and 2:00 a.m. on the occasion that New Year’s Eve falls on Sunday.”

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Ordinance 2610 of said City of Hattiesburg, Mississippi shall be and remain in full force as adopted.

SECTION 3. That this ordinance take effect and be in force upon passage in order to support local restaurants and to promote economic growth in the City of Hattiesburg.

The foregoing Ordinance having be reduced to writing, the same was introduced by Council member_____, seconded by Council member _____, and 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 _____, 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 _____ 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc: Marybeth Bergin, Director of Engineering and Traffic
Date: Tuesday, December 5, 2023
Re: Adopt a Resolution requesting the Mississippi Department of Transportation (MDOT) to initiate Edwards Street Improvement Project - James St. to Tuscan Avenue and authorize the Mayor to execute the attached request letter.
File Number: 2023-866
Minute Book #

Summary

Adopt a Resolution requesting the Mississippi Department of Transportation (MDOT) to initiate Edwards Street Improvement Project - James St. to Tuscan Avenue and authorize the Mayor to execute the attached request letter.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 5, 2023 City Council meeting for consideration.

**CITY OF HATTIESBURG, MISSISSIPPI
RESOLUTION TO INITIATE THE
Edwards Street Improvements Project – James St. to Tuscan Ave.**

WHEREAS, the City of Hattiesburg requests that the Mississippi Department of Transportation initiate the Edwards Street Improvements Project, described herein; and

WHEREAS, the project will include sidewalk, lighting, landscaped medians, and drainage improvements along Edwards Street from James Street to Tuscan Avenue; and

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

WHEREAS, the City of Hattiesburg understands that the Federal Funds available for this project are \$2,000,000.00

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of December 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 5th day of December 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

December 6, 2023

Chuck Starita, P.E.
District 6 LPA Engineer
Mississippi Department of Transportation
16499#B Highway 49
Saucier, MS 39574-9740

Reference: EDWARDS STREET IMPROVEMENTS PROJECT – JAMES ST. TO TUSCAN AVE.
CITY OF HATTIESBURG, MISSISSIPPI
PROJECT INITIATION REQUEST

Dear Mr. Starita,

The City of Hattiesburg respectfully requests that the Mississippi Department of Transportation initiate the above referenced project. This project will include sidewalk, lighting, landscaped medians, and drainage improvements along Edwards Street from James Street to Tuscan Avenue.

Enclosed please find a copy of the resolution adopted by the City on December 5, 2023, which requests that the project be initiated by MDOT, vicinity map, copy of the TIP page showing the project, functional classification map, a copy of the LPA's Certificate, and our most recent audit report.

Hunter White, full-time LPA employee, will serve as the Project Director. (hwhite@hattiesburgms.com)(601-545-4540).

Thank you for your attention to this matter.

Sincerely,

Toby Barker
Mayor, City of Hattiesburg

Enclosures



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Engineering and Traffic
cc:
Date: Tuesday, December 5, 2023
Re: Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Burkett's Creek East Sewer Project and authorize the Mayor to execute in duplicate.
File Number: 2023-883
Minute Book #

Summary

Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Burkett's Creek East Sewer Project and authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 5, 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.

Copyright © 2014:

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

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

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

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement.....	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices.....	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Designing to Construction Cost Limit	3
5.03 Opinions of Total Project Costs.....	3
ARTICLE 6 – GENERAL CONSIDERATIONS.....	3
6.01 Standards of Performance	3
6.02 Design Without Construction Phase Services	5
6.03 Use of Documents	5
6.04 Electronic Transmittals.....	6
6.05 Insurance	6
6.06 Suspension and Termination	7
6.07 Controlling Law.....	9
6.08 Successors, Assigns, and Beneficiaries	9
6.09 Dispute Resolution	9
6.10 Environmental Condition of Site.....	9
6.11 Shared Negligence.....	10
6.12 Records Retention	10
6.13 Miscellaneous Provisions	10
ARTICLE 7 – DEFINITIONS.....	11
7.01 Defined Terms	11
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	15
8.01 Exhibits Included:	15
8.02 Total Agreement.....	15
8.03 Designated Representatives	15
8.04 Engineer's Certifications.....	16

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **December 5, 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: **Burkett's Creek East Sewer Replacement** ("Project").

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

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

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

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

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

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

6.11 *Shared Negligence*

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day:*

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

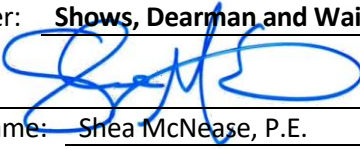
Marybeth Bergin

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: mbergin@hattiesburgms.com

Engineer: Shows, Dearman and Waits, Inc.

By:  _____

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

Title: President

Phone Number: 601-544-1821

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

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **12/5/2023**.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

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

A1.02 Preliminary Design Phase

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

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

A1.03 *Final Design Phase*

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

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

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

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

A1.04 Bidding or Negotiating Phase

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

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

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

A1.05 *Construction Phase*

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

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

Exhibit A – Engineer's Services

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

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

Exhibit A – Engineer's Services

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

**Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

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 12/5/2023.

Owner's Responsibilities

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

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

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

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

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

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 12/5/2023.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. *General:* An amount equal to **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 **\$60,000.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **120 day** construction schedule.

B. *Compensation for Reimbursable Expenses:*

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

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

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

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

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

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

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

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

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

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **12/5/2023**.

Standard Hourly Rates Schedule - 2023

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

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

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **12/5/2023**.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

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

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

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

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

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

11. *Records:*

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

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

12. *Reports:*

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

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

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

15. *Completion:*

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

D. Resident Project Representative shall not:

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

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 12/5/2023.

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

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

c. General Liability --

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

d. Excess or Umbrella Liability --

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

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

\$1,000,000

f. Professional Liability --

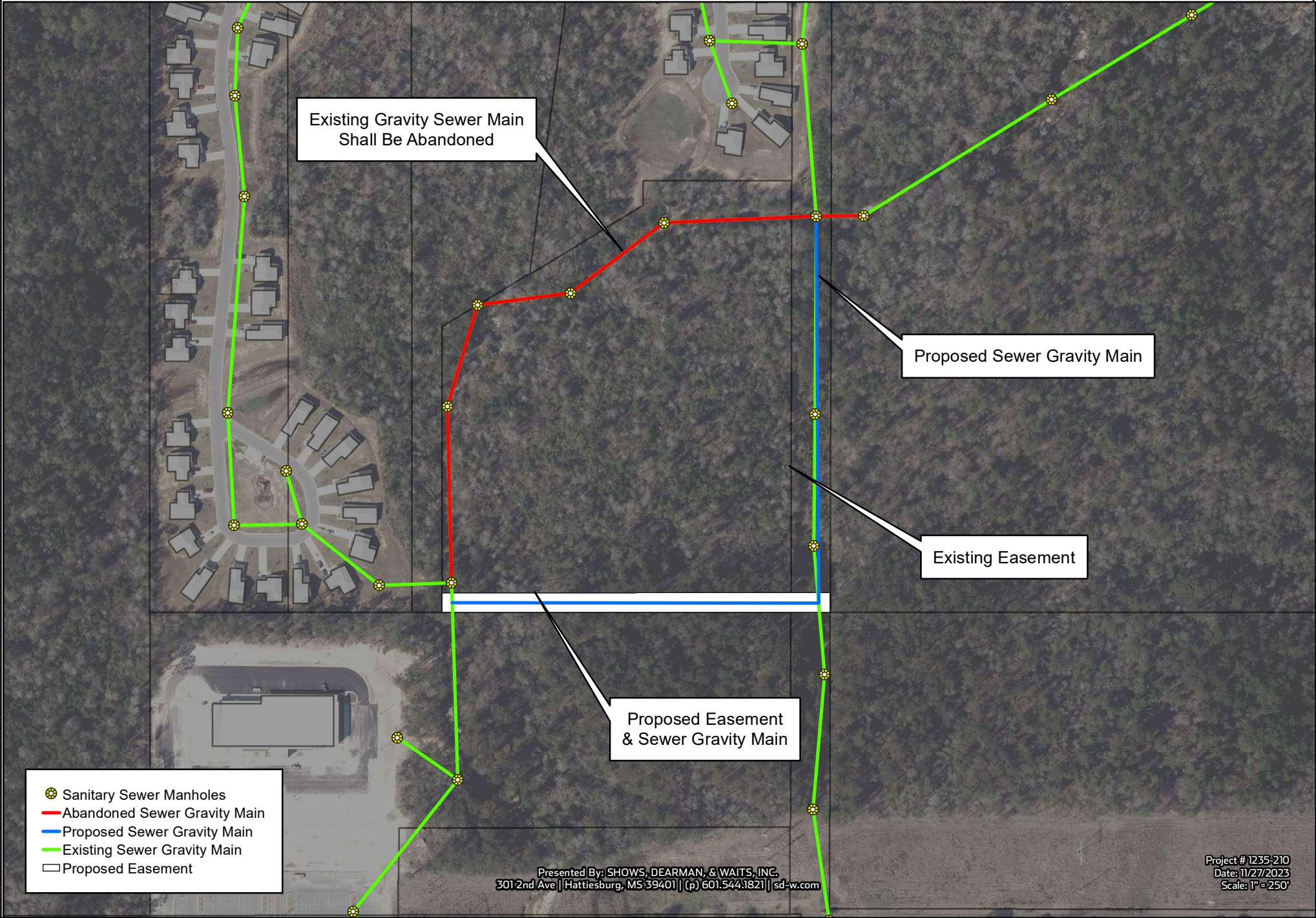
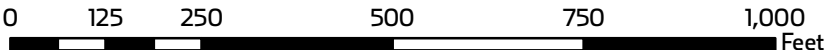
- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$1,000,000

g. Other (specify): N/A

B. *Additional Insureds:*

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

**City of Hattiesburg - Burkett's Creek East Sewer Replacement
Attachment A**





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Hunter White, Deputy Director

cc: Marybeth Bergin, Director of Engineering and Traffic

Date: Tuesday, December 5, 2023

Re: Approve Agreement for Professional Services with Neel-Schaffer, Inc. to provide engineering services related to the Sims Road Boat Ramp project for a fixed fee of \$94,140.00 and Authorize the Mayor to execute in duplicate.
File Number: 2023-863
Minute Book #

Summary

Approve Agreement for Professional Services with Neel-Schaffer, Inc. to provide engineering services related to the Sims Road Boat Ramp project for a fixed fee of \$94,140.00 and Authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 5, 2023 City Council meeting for consideration.



November 7, 2023

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

RE: SIMS ROAD BOAT RAMP PROJECT
AGREEMENT FOR PROFESSIONAL SERVICES

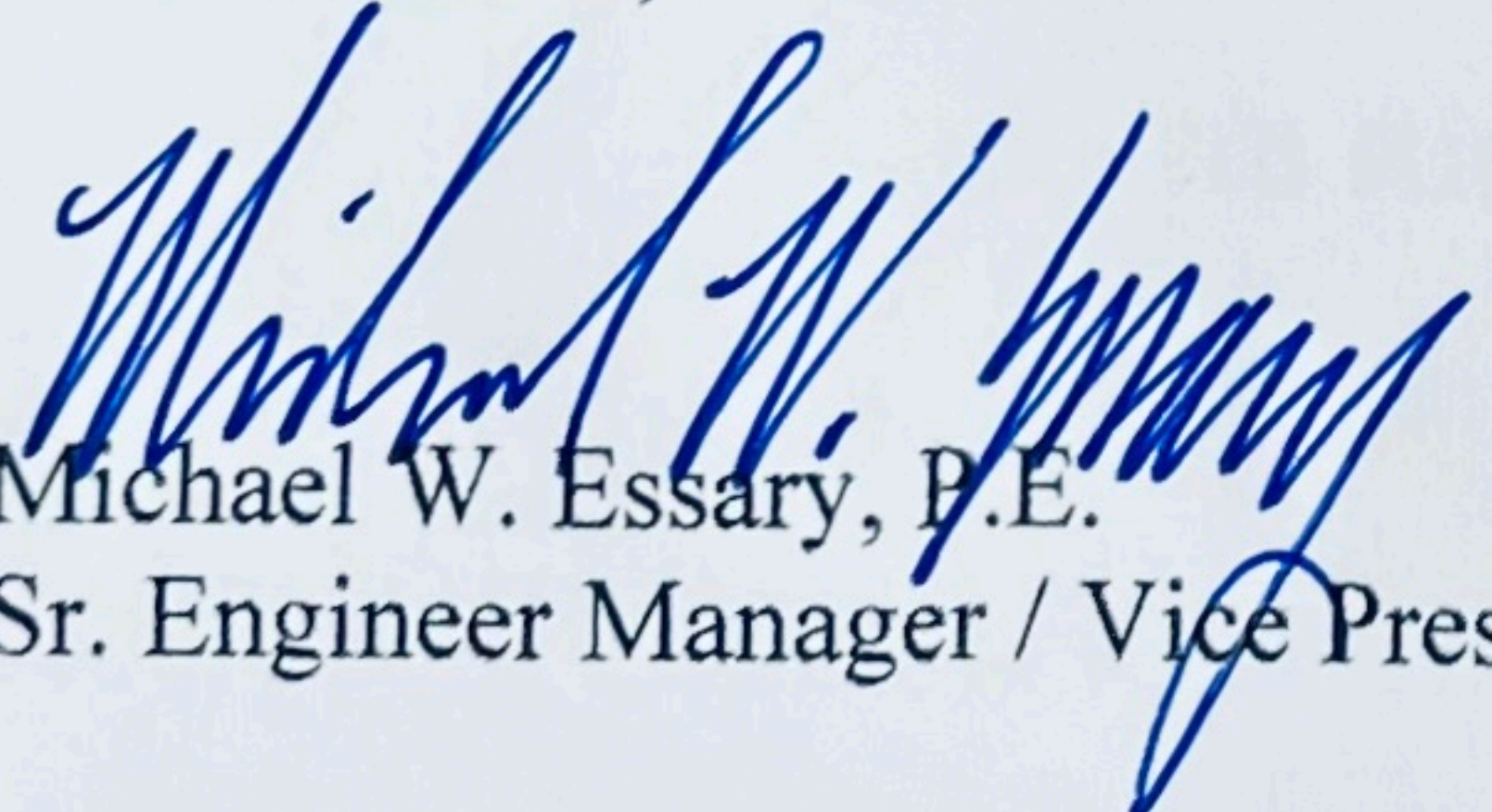
Dear Mayor Barker:

Neel-Schaffer is pleased to offer our professional services to the City of Hattiesburg in reference to the Sims Road Boat Ramp Project. Our services will be provided for a fixed fee of \$94,140.00 and will be in accordance with Exhibit A – Scope of Work, Exhibit B – Project Map and Exhibit C – General Terms and Conditions, which are attached hereto and made part of this Letter Agreement.

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

Sincerely,

Neel-Schaffer, Inc.


Michael W. Essary, P.E.
Sr. Engineer Manager / Vice President

ACCEPTED:

BY: _____ DATE: _____

Attachments

P: 601.545.1565 | F: 601.545.2267

704 Hardy Street
Hattiesburg, MS 39401

www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects



EXHIBIT A
Scope of Work

I - Items included in our Scope of Work:

(Based on a Construction Budget of \$753,120.00)

1. Topographic Survey
2. Development of Construction Plans and Specifications
3. Development of Final Cost Estimate and Bid Documents
4. Bidding and Award Assistance
5. Construction Administration and Inspection

II- Items NOT included in our Scope of Work:

1. Boundary Survey
2. Traffic Study
3. Property Acquisition Services
4. Environmental, Cultural or Historical Assessments
5. No Rise Study (LMOR / CLOMR)

EXHIBIT "B"
PROJECT MAP



SIMS ROAD BOAT RAMP
PROPOSED IMPROVEMENTS

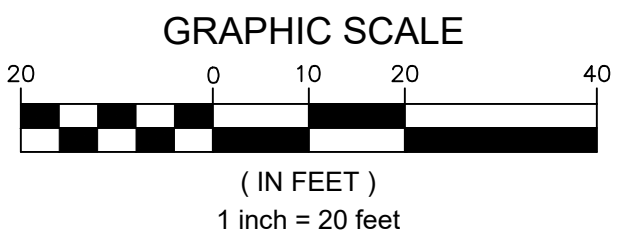


EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

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

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

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or

character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

[The remainder of this page intentionally left blank]



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Engineering and Traffic
cc:
Date: Tuesday, December 5, 2023
Re: Approve Standard Lease Agreement with Mississippi Power to install 28 new LED fixtures at the Midtown Green Park at a monthly cost of \$3,546.00 and authorize the Mayor to execute in duplicate.
File Number: 2023-879
Minute Book #

Summary

Approve Lease Agreement with MS Power for lights at Midtown Green Park.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 5, 2023 City Council meeting for consideration.

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079



10/3/2023

City of Hattiesburg

Re: Mid Town Green Park

To: Whom it may Concern

Mississippi Power Company (MPC) appreciates the opportunity to provide a lighting proposal for your facility in Hattiesburg, MS. Our proposal includes the installation of new LED Fixtures that will provide a clean, uniform, white colored light, and lower energy usage.

The advantages of using MPC to provide your lighting installation and maintenance includes our call center and online customer service center, over 90+ years of lighting experience, quick response from local experienced employees, utility-grade material, and consolidated billing on your existing MPC monthly bill. MPC recommends the following option for your lighting system:

Scope of Work:

- Install – (28) Acorn Type 3 Fixtures
- Install – (28) 20' Bolted Base Poles
- Install – (3,000') 1/0 underground triplex in 2" conduit
- Install – (28) ground rods
- Install – (84) submersible connectors
- Install – (28) pedestals
- Install – (28) fuses and holders
- Install – (28) shorting caps

Monthly Cost: \$3,546.00**

***7-year minimum term required and includes complete maintenance of fixtures and brackets.
Applicable taxes not included.*

The pricing in this proposal is good for 60 days. Typical material lead time is 20-24 weeks. This document contains trade secrets proprietary to Mississippi Power and shall not be disclosed to any other party.

Once you are ready to move forward with the installation or if you have any questions, please give me a call. Thank you again for the opportunity to work with you to provide your lighting needs.

Sincerely,

Greg Parker
Cell: 601-543-5621
gmparker@southernco.com

Proprietary and Confidential Information

Lighting Services - Standard Lease Agreement



Customer Legal Name: City of Hattiesburg DBA: Mid Town Green Park County: _____
 Service Address: _____
 Mailing Address: _____
 Email: _____ Tel: _____ Alt Tel: _____
 Tax ID #: _____ CSS Acct # if Existing Customer: _____
 Job Order #: _____ GWO #: _____
 Offer Period: 10/3/2023 - good for 60 days

Type Customer ☐ Commercial ☐ Industrial ☒ Governmental

Business Description (Apartment Complex, Restaurant, Ball-field, etc.): Area Lighting

Install - Selected Components		
Quantity	Item	Description
28	LED Fixture	Acorn Post Top Type 3
28	Aluminum Pole	20' Aluminum BB Pole
3000	Wire	1/0 UG tpx
28	Misc. Material	Ground Rod
84	Misc. Material	Submersible Connectors
3000	Conduit	2" DB Conduit
140	Conduit	2" Flex
28	Pedestal	SL Pedestal
28	Misc. Material	Fuse Holder
28	Misc. Material	Midget Fuse
28	Photocell	Shorting Caps
28	Misc. Material	mounting bolts

Upfront Customer Payment Amount \$0.00

Monthly Lease Payment \$ 3,546.00 *(Excludes applicable sales tax)

Term (Months) 84

Project Notes:

Customer agrees to this Lighting Services Agreement with Mississippi Power Company under the attached terms and conditions and authorizes all actions noted on this agreement. Customer also agrees to allow removal and modification of existing MPC assets, and/or Customer Owned assets as needed to provide the Service.

Customer's Authorized Signature:

Signature: _____
 Print Name: Toby Barker
 Print Title: Mayor
 Date: 12/05/2023

Mississippi Power Company:

Signature: _____
 Print Name: Giff Ormes
 Print Title: Marketing and Sales Director
 Date: _____

1 **Lighting Equipment Lease.** Mississippi Power Company ("MPC") will lease to Customer the "Facilities" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1). Customer grants a license of right of access to MPC (and to MPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Facilities; to remove or disconnect pre-existing equipment as noted; or to conduct any other Agreement-related activity (collectively, the "MPC Activities"). Customer acknowledges that the Facilities, though attached to real property, will always remain the exclusive personal property of MPC and that MPC may remove the facilities when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require MPC to modify or replace some Facilities.

2 **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on an annual basis until terminated by either Customer or MPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. MPC's address for notice is Mississippi Power Company, ATTN: Marketing Lighting Services, PO Box 4078, Gulfport, MS 39502-4078. Customer's address for notice is the Mailing Address shown on Page 1.

3 **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid monthly balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT MPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.

4 **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near MPC's Facilities) of the Facilities presence. Either Customer or the other party must provide notices and locate requests to the Mississippi One Call System and must coordinate all activities with the One Call Center and with all utility facility owners or operators as required by the then current Mississippi One Call Law. Customer further acknowledges that any such work may require compliance with certain laws and regulations, including, without limitation, the Mississippi High Voltage Power Lines Act, Miss. Code Ann. §§ 45-15-1, et seq., and regulations of the Occupational Safety and Health Administration. These laws and regulations shall be independently consulted by Customer to determine if any additional compliance measures shall be undertaken by Customer prior to commencement of any work; provided, however, that no work shall be performed until such consultation and compliance has been completed. As between Customer and MPC, Customer will bear all costs arising from failure to comply with these laws or for Facility damage caused by anyone other than MPC (or MPC's representatives or contractors). IF THE FACILITIES ARE DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO MPC AS SOON AS POSSIBLE BY CALLING 800-487-3275.

5 **Maintenance/Repairs.** During this Agreement's term, MPC will maintain the Facilities and will bear the cost of routine repair or replacement. All non-routine maintenance or repair can be done at the Customer's request and will be billed to Customer at then-current MPC rates. Customer must notify MPC of any need for Facility repair by calling 877-656-1836. If the Facility damage was caused by Customer or third party, Customer will reimburse MPC for the repair or replacement cost. Either Party shall be excused from performance of its obligations hereunder other than accrued payment obligations and shall not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event defined as any occurrence, nonoccurrence or set of circumstances that is beyond the reasonable control of such Party.

6 **Safety/Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT MPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the equipment or any MPC activity under this agreement. Customer will not be entitled to indirect or consequential damages from MPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Facilities or this Agreement.

7 **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by MPC), and hold harmless MPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorney's fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Facilities, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of MPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.

8 **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. MPC's waiver of any past default will not waive any other default. If default occurs, MPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Facilities during the Agreement's remaining term, remove the Facilities from the Premises, and seek any other available remedy. MPC shall be entitled to reasonable attorney's fees, costs and expenses associated with any claim or litigation concerning Customer's default of this Agreement.

9 **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Facilities and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g. address, phone number, etc) may be provided at any time by written notice to the other party. This Agreement will be governed by Mississippi law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."

10 **Pole Attachments.** If Customer desires to attach anything to any Facilities (poles, light fixtures, brackets, etc), Customer must first obtain MPC's written permission. Customer must contact MPC's Lighting Services Business Unit at 877-656-1836 to obtain the proper pole attachment authorization.

11 **Customer Representations.** Customer represents to MPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activities (including the use of vehicles, equipment, tools, and materials necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than 6" from the grade existing at the time of Facility installation.

a. **Customer Duty.** If MPC agrees to allow Customer to perform any part of the Facility installation (including trenching) itself or through a third party, Customer warrants that its work will meet MPC's installation specifications (which will be provided to the Customer). Customer will bear all reasonable additional costs arising from Customer's non-compliance with MPC's specifications or lack of timely (i.e. 10 days) notice to MPC that MPC's portion of the Facilities installation can commence.

b. **Underground Facilities/Obstructions.** Because MPC's Activities may require excavation or digging, Customer acknowledges that Customer must mark all underground obstructions and private utilities and facilities (e.g. gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc) at the Premises. Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before MPC commences Facility installation or other MPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.

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

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials: _____ Date: _____



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Engineering and Traffic
cc:
Date: Tuesday, December 5, 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: 2023-875
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

I recommend approval of this item.

Please place this on the December 5, 2023 City Council meeting for consideration.

DATE: 11/27/23

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><tr><td></td><td></td></tr></table>			<table><tr><td>Bonhomie</td></tr></table>	Bonhomie
Bonhomie					
90 WATT LED	<table><tr><td>I</td><td>17</td></tr></table>	I	17	<table><tr><td>Monthly Increase \$23.</td></tr></table>	Monthly Increase \$23.
I	17				
Monthly Increase \$23.					
110 WATT LED	<table><tr><td></td><td></td></tr></table>			<table><tr><td></td></tr></table>	
190 WATT LED	<table><tr><td></td><td></td></tr></table>			<table><tr><td></td></tr></table>	
OTHER FIXTURES					
100 WATT COBRA	<table><tr><td>R</td><td>17</td></tr></table>	R	17	<table><tr><td></td></tr></table>	
R	17				
	<table><tr><td></td><td></td></tr></table>			<table><tr><td></td></tr></table>	
	<table><tr><td></td><td></td></tr></table>			<table><tr><td></td></tr></table>	
	<table><tr><td></td><td></td></tr></table>			<table><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.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Hunter White, Deputy Director

cc: Marybeth Bergin, Director of Engineering and Traffic

Date: Tuesday, December 5, 2023

Re: Acknowledge Statement of Qualifications received for Engineering Consulting Services for the Hattiesburg Bobby L. Chain Municipal Airport; Accept submittal from Neel-Schaffer, Inc. and Authorize the Mayor to execute contract documents upon preparation.
File Number: 2023-862
Minute Book #

Summary

Acknowledge Statement of Qualifications received on November 9, 2023 from Neel-Schaffer, Inc. and Richard C. Lambert Consultants, LLC for Engineering Consulting Services for the Hattiesburg Bobby L. Chain Municipal Airport; Accept submittal from Neel-Schaffer, Inc and authorize the Mayor to execute contract documents upon preparation.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 5, 2023 City Council meeting for consideration.

HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT



STATEMENT OF QUALIFICATIONS

HBG Engineering Consulting Services Bobby L. Chain Municipal Airport

November 9, 2023



Client Manager

Mike Essary, PE
michael.essary@neel-schaffer.com
601.545.1565

In Association with:
Local Impact Analytics

City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



REFERENCE: STATEMENT OF QUALIFICATION - HBG ENGINEERING CONSULTING SERVICES AT THE BOBBY L. CHAIN MUNICIPAL AIRPORT

Dear Selection Committee,

When Neel-Schaffer decided to open an office in Hattiesburg in 1984, it was to provide engineering services to a community where our employees live, work, and play. Since then, we have provided roadway, landscape architecture, water, wastewater, traffic, stormwater, solid waste, and other professional services to the City of Hattiesburg. As Neel-Schaffer has grown, we have developed a group of experts in aviation engineering. Our company's goal is to develop engineering disciplines that enable us to serve our clients and improve our communities. ***As we celebrate our 40th year in business, we take pride in the fact that Neel-Schaffer has served the Hattiesburg area for 39 years, and we will manage contracts awarded to us from our Hattiesburg office. We would greatly appreciate the opportunity to provide the same innovative, responsive professional engineering services to the Hattiesburg Bobby L. Chain Municipal Airport to help elevate it to one of the premier airports in the Gulf South.***

The Aviation team has assisted numerous airports similar to yours in the successful development and funding of countless projects. Our team includes airport planners, aviation engineers, structural engineers, electrical engineers, landscape architects, and environmental engineers, all with many years of experience on projects similar to those anticipated at your airport.

The team presented in this proposal was specifically assembled to best serve the City of Hattiesburg. As the Officer in Charge, I will be responsible for quality, communication, and project development. **Tom Henderson**, PE, CM, the firm's Aviation Discipline Leader, will serve as your Project Manager, bringing more than 24 years of airport planning and design experience to the table. We will also utilize expertise from our extended staff in other regional offices. Our local presence, combined with our experience and capabilities in performing aviation engineering services at numerous airports across the Southeast, makes us uniquely qualified to serve as your airport professionals under this contract.

Neel-Schaffer understands the importance of securing grant funding for airport projects and has an excellent working relationship with the Federal Aviation Administration, the Mississippi Department of Transportation Aeronautic Division, the Air National Guard, and the Mississippi Military Department. We have added Local Impact Analytics to our team to assist with applications and grant documentation. As a team, we have secured over \$100 million in discretionary grants for our clients. Our team's knowledge of other governmental entities allows us to function as a liaison to assist our clients in complying with regulations and exploring funding options from different agencies.

We trust that you will find our proposal responsive to your request, and we will be glad to respond further upon request. Thank you for considering Neel-Schaffer as your aviation engineering service provider. If you have any questions about this Statement of Qualifications, please contact me by phone at 601.545.1565 or by email at michael.essary@neel-schaffer.com.

Sincerely,
NEEL-SCHAFFER, Inc.


Mike Essary, PE
Vice President

P: 601.545.1565 | F: 601.545.2267

704 Hardy Street | P.O. Box 1487 (39403)
Hattiesburg, MS 39401

www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects





- Responsive
- Experienced
- Qualified
- Innovative
- Local
- Efficient
- Invested in the Community

Project Approach

Neel-Schaffer believes the first step in successful airport development is the development of an airport vision. The airport vision is then documented and refined through an Airport Master Plan or Airport Layout Plan. The planning process should include the airport sponsors, airport management, tenants, mission requirements, local economic development authorities, local community and business leaders, airport consultant, and regulatory and funding agencies. This holistic approach to planning allows Neel-Schaffer to assist its airport clients in developing a plan that will satisfy aeronautical demand, provide economic development opportunity, and meet federal requirements for airport development. We have found that this approach results in well-defined scope of work that meets the airport's needs for the best cost.

Airport planning should be performed on a continuous basis at a variety of levels. An Airport Master Plan should be prepared to thoroughly understand the airport's vision, needs, and capacity over a long-term planning period. The master plan will serve as a tool to guide the airport's decisions in its capital improvement plans. Neel-Schaffer will assist the airport in preparing and updating its Airport Capital Improvement Plan (ACIP) each year. As a minimum requirement, the FAA mandates the submission of an ACIP to apply for Airport Improvement Program (AIP) funds annually. However, Neel-Schaffer utilizes the ACIP to help the airport identify all of its needs, encompassing both AIP and non-AIP projects. Additionally, besides securing FAA AIP funds, the ACIP can be used to demonstrate funding needs to other agencies.

The City of Hattiesburg has identified several projects that are anticipated to be needed in the next several years. These projects are needed to support an aggressive

plan to support civil and military operations. These projects include airfield pavements, drainage, lighting, land acquisition, hangars, and navigational aids. Neel-Schaffer has demonstrated success in developing funding, designing, and managing construction for each of these types of projects. In addition to our technical knowledge of these types of projects, Neel-Schaffer understands FAA's funding programs and other federal and state programs that assist airports. Our team will work closely with the City to serve as an advocate for the Bobby L. Chain Municipal Airport to aggressively pursue all available funding sources.

We are known for our innovative solutions to both technical and non-technical issues to move a project forward quickly and efficiently.

Two recent examples of our innovative solutions follow:

Neel-Schaffer, Inc. recently assisted the City of Hattiesburg to obtain a grant from Mississippi Power to fund a plan for the layout of future hangars at the Bobby L. Chain Municipal Airport. These hangars are needed to provide additional space for existing and future tenants. This type of study is not eligible for funding through typical airport funding programs such as FAA AIP or MDOT. Neel-Schaffer's understanding of the City's needs, willingness to identify unique funding sources, and work to assist in securing the grant allowed the City to optimize its hangar layout and provide economic development opportunities for the airport at no cost to the City. Although this grant is not large in terms of dollar amount, we believe it provides a large positive impact to the ability of the City and Airport to increase revenue.

Neel-Schaffer, Inc. recently developed a unique design for the City of Madison to reconstruct their aircraft parking

apron at Bruce Campbell Field. The pavement structure at the airport had outlived its useful life, and Neel-Schaffer worked with the City and FAA to develop a project for full reconstruction rather than a simple mill and overlay. Although reconstruction is more expensive, the design life of reconstruction justifies the cost. Neel-Schaffer developed a design to reconstruct the pavement using a technique known as Full Depth Reclamation where the existing pavement surface is pulverized, mixed with cement, and compacted as a base course. An asphalt surface is then placed on the new base. This method saves money and time by re-using existing materials and minimizes potential undercut since the underlying soils are not exposed to weather. This method is also environmentally friendly since materials are re-used and less fuel is used for transportation of materials to the site. We were also able to modify the apron geometry to meet current FAA standards for aircraft parking and wingtip clearances. Our innovation in providing a cost effective design to rehabilitate a pavement and meet FAA standards helped the City to obtain FAA Grants of nearly \$5.0M to complete the project.



Construction on an airport can be very complex and involve a variety of moving parts. Neel-Schaffer understands that your airport staff is there to manage the airport, not to manage a contractor. We take a very active role in construction because we know the importance of safety, quality, and budget. Our engineers, resident project representatives, and construction management staff have extensive experience working with airports, tenants, regulatory agencies, contractors, and other stakeholders. Neel-Schaffer's team will ensure that we meet your expectations throughout the life of the project. These team members have experience with funding, design, and construction on projects at active airports. We are committed to holding weekly progress meetings with Contractors during construction to monitor construction progress and address any concerns before they become an

issue. We also designate a Quality Control Engineer for each project. Their role is to monitor the testing requirements of the various construction materials to ensure that the materials meet the requirements of the specifications, and that if issues are encountered, they are addressed promptly.

Our airfield inspectors are also trained on the unique requirements of operating within an airport's movement area. We produce clear safety and phasing plans to provide the contractor with guidance on the measures that are required to maintain operational safety during construction. We will also monitor those measures during construction to ensure they are followed. We have worked to prepare an internal training program for our construction personnel targeted specifically at airport construction requirements, including safety requirements for safety areas, object free areas, and other imaginary surfaces, use of Unicom radios on towered and non-towered airports, and FOD mitigation. We have also developed a working relationship with our FAA Part 139 Inspectors. This relationship has proven invaluable as we have been able to have open discussions on practical implementation of FAA safety requirements.

The projects anticipated at the Bobby L. Chain Municipal Airport will require significant funds to complete. The projects listed in the Request for Qualifications include Runway, Taxiway, and Apron Pavement Improvements with Marking and Signage; ILS, MALSR Installation; Land Acquisition and Relocation Assistance with any required project specific environmental update; Safety Area Improvements; Apron Expansion; Runway Extension; Airport Layout Plan Update; NAVAID Lighting Improvements; Access and Perimeter Obstruction Removal; Utility Relocation and Replacement; T Hangars; Fencing, Airfield Drainage. All of these projects are typically eligible for federal funds through the FAA AIP Program. FAA scores grant applications through the National Priority Rating System, where projects are ranked through a specific process based on criteria defined in FAA Order 5900-39A, Airports Capital Improvements Plan. Projects are generally ranked from highest to lowest for runways, taxiways, and aprons, respectively, and for project priority for safety, preservation of infrastructure, and capacity/expansion, respectively. Because projects at the Bobby L. Chain Municipal Airport will compete with other airport projects throughout the nation for a limited amount of funds, we believe it is important to understand the AIP priority system and emphasize areas of our projects that will score well. There are also multiple federal and state funding sources for airports in the current economic environment. Neel-Schaffer, Inc. will begin working with the City early in a project's development stages to determine multiple funding sources, and develop a funding plan

that will maximize grant opportunities and leverage local investment.



Mr. Bowman will be available to the City and the Airport to assist with funding plans. David joined Neel-Schaffer in 1992 and is a Senior Vice President with the firm. David has been involved with funding public infrastructure for our clients for over 30 years, coordinating funding opportunities throughout the state and federal government.

David works with State of Mississippi officials to help clients in the creation of project development. This includes providing support on grant applications, building support of projects from federal, state, and local agencies, and working with funding agencies on the administration of the programs.

Being a registered Professional Engineer allows him to understand the technical aspect of projects. Over the last several years he has assisted clients in securing over \$150 million funding from sources such as MS Defense Communities, AIG, AIP, CDS, MARAD PIDP, RESTORE, RAISE, BRIDGE, TIGER, GCRF, SRF, CDBG, and others.

David's 30-plus years of experience working with clients throughout Mississippi is a huge asset to our firm and clients.

Our project to strengthen and widen the runway at the Trent Lott International Airport and construct T-Hangars at the McComb-Pike County Airport are two recent examples of how we have helped our clients pursue funding opportunities and managed multiple funding sources through construction. The project at the Trent Lott International Airport included funding from the RESTORE Act, multiple FAA AIP Grants, MDOT AIP Match, MDOT Multi-Modal, and multiple local funding sources. The project at the McComb-Pike County Airport includes MDOT Multi-Modal Funds, AIP-BIL Funds, Local Match, MDA Airport Revolving Loans, and Economic Development Funds.

We believe we have also demonstrated our ability to represent the City of Hattiesburg and assist in getting funds for multiple municipal projects in our 35 year history with the city. We have worked successfully with the City and Local Impact Analytics to secure \$18.6M in funding from two different federal grants (BUILD & CRISI) for the Hall Avenue Overpass Project. Neel-Schaffer has a strong track record of helping the City obtain funding each year from the Mississippi Dept. of Transportation's TAP Grant Program for pathways and other community projects.

Projects for City of Hattiesburg have also included Transportation Alternative Funds, CDGB Disaster Recovery, and many others throughout our history. Other recent success in assisting aviation clients have been Congressional Direct Spending for a new apron expansion at Trent Lott Airport and recent RESTORE and State Legislature funds at Stennis and Trent Lott Airports.



LOCAL IMPACT ANALYTICS

We will partner with **Local Impact Analytics (LIA)** to assist with any grant or funding pursuits. Founded in 2016, LIA is an agency that strives to help communities overcome their challenges and complete transformational projects. They collaborate with local governments and organizations to connect them to the resources necessary to support these projects.

Each community is unique, so they provide a tailored service with creative solutions to personify the vision. Their team is experienced in a wide range of economic development services including economic impact analysis, community development, energy and sustainability projects, and industrial site selection.

As an agency, they primarily assist communities with competitive grant applications and benefit-cost analyses to secure infrastructure funding. LIA's goal is to establish a long-term partnership with their clients and keep each community's values and desires at the forefront of everything they do. LIA approaches their work with integrity and care because they understand that these projects are vital to the community.

Projects have been awarded \$75m in grant funding since 2018 from a broad range of federal grant programs including BUILD, RAISE, CRISI, PIDP, EAA, and INFRA. LIA has worked with cities, counties, and state departments of transportation to submit over 100 grant applications across the southeast, midwest, and Puerto Rico.

Recent Grant Successes

City of Hattiesburg

Hall Avenue West Overpass Project / BUILD Grant Award: Hattiesburg also won a \$5.39 million DOT grant through the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program for work associated with this project.

Hall Avenue East Overpass Project / CRISI Grant Award: The U.S. Department of Transportation (DOT) is awarding a \$13.22 million Better Utilizing Investment to Leverage Development (BUILD) grant to complete the construction of an overpass on the western portion of Hall Avenue, including improvements to the roadway and a roundabout at the intersection with James Street and Bay Street. The project, which is expected to cost a total of \$26.62 million, is the second phase of the city's plan to construct a new downtown route along Hall Avenue that would relieve road congestion and traffic delays because of frequent rail traffic.

Together, these funding sources help build two grade-separated crossings and solve one of the city's biggest transportation issues – blocked railroad crossings.

City of Laurel

12th Street Project / Congressional Direct Spending (CDS) Grant Award: The project will include new sidewalks, water, sewer, and pedestrian improvements.

Completing Downtown Laurel: The Leontyne Blueprint / RAISE Grant Award: The City of Laurel was awarded a RAISE grant in the amount of \$24,882,500 for Completing Downtown Laurel. The project will improve the current transportation network along the northern edge of downtown. Improvements along the east/west spine of 5th Street/Sawmill Road, Magnolia Street, and Teresa Street will create Complete Streets to replace unsafe, disjointed, crumbling, unappealing, and antiquated auto-oriented streets that are dangerous for vehicles and pedestrians. The project is a continuation of local efforts to improve downtown's streetscapes/infrastructure and calm traffic to better serve all modes of transport. The project addresses frequent flooding at the Teresa Street underpass, providing minority residents of East Laurel reliable access to downtown.

City of Meridian

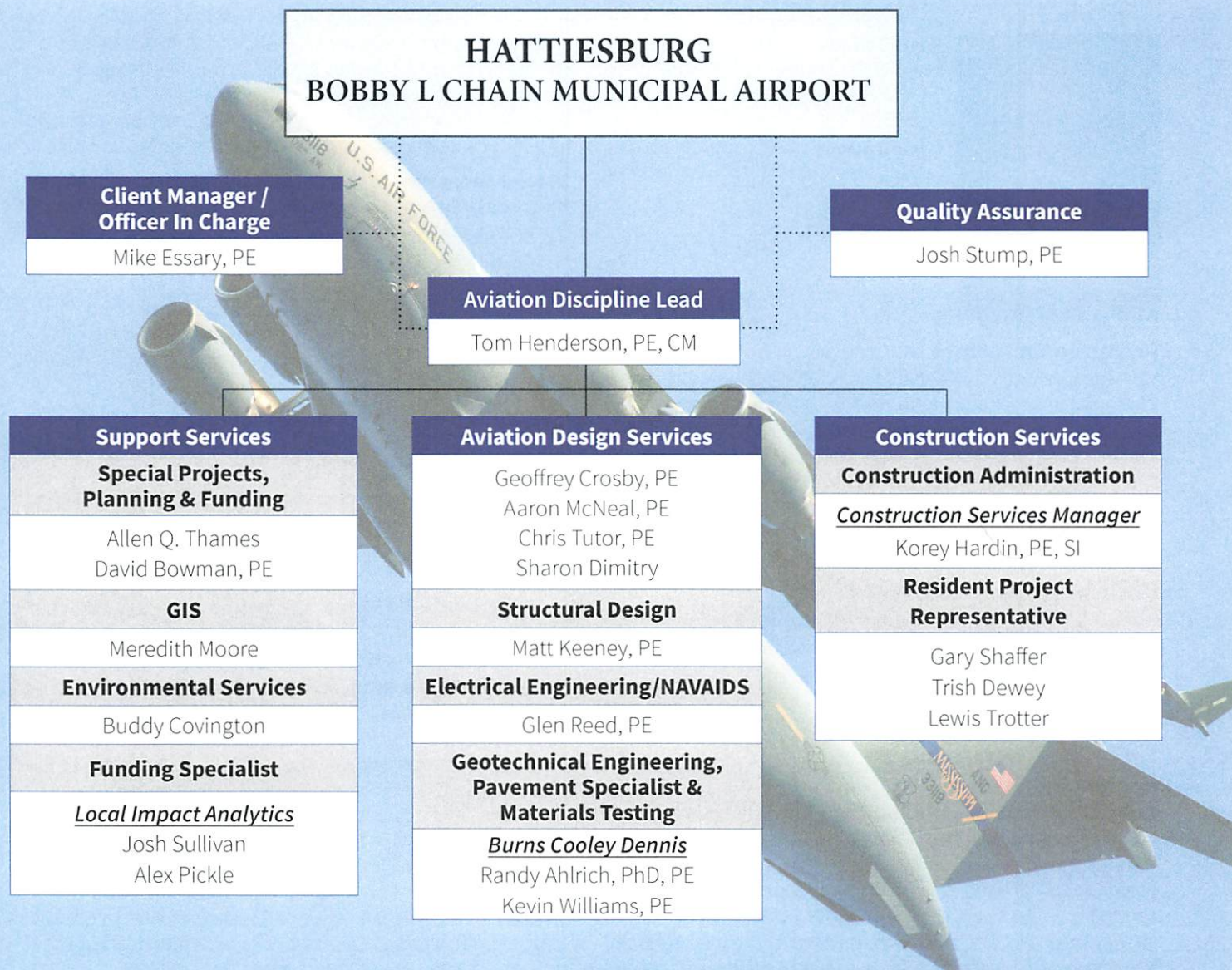
8th Street Improvements Project / U.S. Department of Transportation Consolidation Appropriations Act for Highway Infrastructure Funding: The city was awarded a \$3 million grant from the to make improvements along 8th Street. The project will provide correct the geometry of intersections along 8th Street, new traffic signals and detection which will allow drivers the room to safely make turns.

North Hills Drive / RAISE Grant Award: The City of Meridian was awarded \$3.5M to strategically redesign North Hills Street from a congested, auto-centric roadway into a street that safely serves Meridian's residents, visitors, and workers. The project will develop a plan to transform a key connector that today is lacking in modern traffic safety measures and where pedestrian facilities are nonexistent. The planning effort will consider how best to design pedestrian and bicycle facilities, while safely accommodating the area's traffic volumes.

Mississippi Power – PROPELS Grant

Bobby Chain Airport – Hangar Project: The grant funds would provide boundary and topo surveys of the area to be used for future hangar facilities (Subdivided lots) for local businesses/industries. This project will provide prospective tenants with a choice of ready-to-build subdivided lots suitable for construction of custom-built hangars designed to facilitate the needs of local businesses and industry.

USM/ICP Site Development Project: The grant funds will be used for the conceptual design to identify several different alignments for the USM - Innovation and Commercialization Park Access Road to Highway 49. Specifically, USM has received a \$3.465M grant from the Mississippi Development Authority to further develop a 23-Acre site as shown on the attached maps. The scope of work for this grant would be to develop conceptual alignments, roadway typical sections, desktop environmental and needed right-of-way to connect this site directly to Highway 49.



WE STAND BEHIND OUR WORK

We believe the biggest reason for our success is the satisfaction of our clients, with repeat business and referrals comprising a large part of the firm's workload. This is a strong indicator of Neel-Schaffer's high ethical and professional standing, personnel stability and ability to complete work on time and within budget. We have several clients with whom we have worked for over 20, 30, and 40 years.

"The City of Jamestown would like to say a big **THANK YOU** to Neel-Schaffer's team (Our team!) for the great work they have done representing the needs of the Jamestown Municipal Airport. Without their expertise and their great ability to work as a team with all involved, FAA, TDOT Aeronautics Division and the staff here at the City of Jamestown, as it truly was a team effort, the FAA Supplemental Funding would not have been possible. These changes for our airport will mean a great deal for our community. The guys at Neel-Schaffer like Allen Thames, Josh Stump, Aaron McNeal, and a host of others behind the scenes really did an awesome job, and I wanted to extend our gratitude on a **JOB WELL DONE.**" - Mayor Lyndon Baines, Jamestown, TN

Tom Henderson, PE, CM



Registrations

Professional Engineer: Mississippi 14226;
Louisiana 0035691; Missouri 2015002116;
Tennessee 120858

Certifications

Certified Member, American Association of Airport
Executives

Education

Bachelor of Science, Civil Engineering, Mississippi
State University, 1994

Professional History

Mr. Henderson joined Neel-Schaffer in 1995 and has more than 25 years of experience in airport planning and engineering. He provides leadership and coordination for Neel-Schaffer's aviation team, and has extensive experience in all aspects of airport development projects, including planning, design, and construction phase services. Mr. Henderson understands the importance of planning to the success of a long-term airport development plan. He has completed over a dozen airport layout plans and master plans during his career.

Since 1997, Mr. Henderson's primary field of expertise has been airport development projects. He has prepared designs for numerous airport projects, including pavement design and evaluation, airfield lighting, navigational aids, drainage, pavement rehabilitation, runway extensions, taxiways, and airport fuel farms.

Related Experience

Jackson Municipal Airport Authority, Rehabilitate Taxiway A, Phase 2 and Taxiway B, Phase 1: Project Manager.

Neel-Schaffer prepared engineering design and plans and specifications for a project to rehabilitate asphalt pavements, construct new taxiways, widen existing taxiways, construct paved taxiway shoulders, and associated pavement markings, lighting, signage, and drainage. The project is intended to extend the life of existing infrastructure and enhance safety and efficiency through improvements to the taxiway geometry. The \$22.7M project is currently under construction with a planned completion of early 2025.

Pavement Condition Study, Clarksdale-Coahoma County (MS) Airport: Project Manager.

Neel-Schaffer performed an extensive pavement study and alternatives analysis to determine the best, most cost-effective course of action to rehabilitate the runway. In addition to the cost savings of this method compared to full depth reconstruction, FDR is also has a reduced impact on the environment because of the reuse of existing materials. This project was completed for \$2.6 million, approximately 7.5 percent under budget.

Runway 17-35 Strengthening and Widening, Trent Lott International Airport, Jackson County Airport Authority:

Project Manager. Project includes widening, strengthening,

and rehabilitation of Runway 17-35 and connecting taxiways. The project includes construction of new pavement sections, rehabilitation of existing pavements, runway safety area improvements, installation of NAVAIDS, and installation of airfield lighting. The total construction value of the project is over \$9M.

Expand Apron Phases I and II, Stennis International Airport, Hancock County, MS:

Project Manager. Provided design and construction phase services for a program to expand the terminal apron in phases. The first phase included demolition of the old terminal building, relocation of NAVAID and access controls, and construction of 2,131 square yards of concrete pavement. The second phase included design and construction of over 2,600 square yards of concrete pavements. This project was completed in 2017 at over 6% below the project budget.

City of Olive Branch (MS) Airport Sponsor Transfer Analysis and Grant Services:

Project Manager. Project included analysis of existing operational conditions and financial conditions of the Olive Branch Airport and preparation of a document providing recommendations for acquisition and operation of the airport by the City of Olive Branch. Services also included preparation of documents related to the acceptance and administration of an FAA Airport Improvement Program Grant for acquisition of the airport.

Runway 16-34 Rehabilitation and Lighting Improvements, Hawkins Field, Jackson, MS:

Project Manager. Provided Design and Construction Phase services for a project to rehabilitate Runway 16-34 and install Medium Intensity Runway Lighting. The pavement rehabilitation included a structural overlay of the existing asphalt over concrete pavement to increase capacity. The project also includes a unique saw and seal method of sawing control joints in the new asphalt to match the underlying concrete in order to minimize reflective cracking. The existing lighting system was also replaced with a new LED Medium Intensity Runway Lighting system. The new lighting system was designed with alternating circuits to provide redundancy. The total construction cost is approximately \$5.4 million.

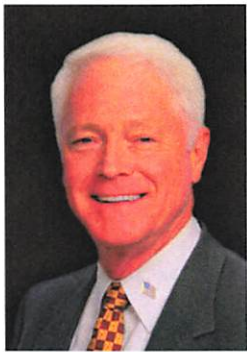
Airport Master Plan for the McComb-Pike County Airport, McComb, MS:

Project Manager. The project includes inventory of existing facilities, demand/capacity analysis, runway length analysis, development alternatives, airspace analysis, geometric layout and design of airside and landside facilities, on and off airport land use assessment, forecasting of airport operations, and development of an Airport Layout Plan.

Columbia-Marion County Airport Layout Plan and Runway Extension, Marion County, MS:

Project Manager. Subconsultant to prepare an Airport Layout Plan, Runway Length Assessment, Environmental Assessment, and support of Design and Construction Administration activities for a Runway Extension.

Allen Thames



Certifications

Private Pilot, ASEL

Education

Bachelor of Science, Aviation Management,
Auburn University, 1972

Professional History

Allen Thames joined Neel-Schaffer in 2009 and has over 45 years of experience, specializing in airport development, facility justification, land use planning, airport master planning, grant administration, scheduling, and the layout of industrial facilities and other facilities.

Working out of the firm's Birmingham (AL) and Nashville (TN) offices, Allen has provided planning and design management for a wide variety of land acquisition and relocation projects, environmental studies, and facility renovations. His experience includes airport master plans, FAA siting criteria, compatible land use planning, site selection, military installation layout, and operations planning.

Allen is a charter member of the Advisory Board for the Aviation Center at Auburn University. For over 20 years he has participated in the strategic planning and guidance for this program, one of the premier aviation education curricula in the nation. He is the Board's longest serving member.

Related Experience

Airport Master Plan - Golden Triangle Regional Airport, Columbus, MS: Senior Aviation Planner. Oversaw the team producing the 20-year development plan GTR. He was responsible for quality assurance and developmental recommendations of the study. A unique feature was the 2,500-acre Global Industrial Aerospace Park with full airside access to the airport infrastructure just west of the traditional airport. The major recommendation of the plan, the immediate construction of a 1,505-foot extension of the runway, was completed by the time the Airport Master Plan was approved and published.

Design and Sequencing Study, Runway 14-32 Touchdown Zone Concrete Pavement Replacement, Gulfport-Biloxi International Airport: Principal Planner. Produced and managed the planning for project coordination, sequencing, and operations impact mitigation of a project to reconstruct approximately 2,000 feet of each end of the primary runway. The managing of construction closures to reduce adverse operational impacts on the airlines, the ANG Combat Readiness Training Center, other military tenants and users, and general aviation operators while controlling costs, was the major consideration of the study. The study team coordinated with

over 20 tenants, users and governmental regulatory and funding agencies, resulting in true consensus on the course of action, period of runway closures and project duration.

General Planning and Consulting, Wetumpka (AL) Municipal Airport: Principal Planner. This small general aviation airport in central Alabama has 83 based aircraft and more than 70 tenants. Mr. Thames provided consulting services for the revision and standardization of 15 land and structure leases. He provided guidance and advice during a Title 14 CFR Part 13 complaint, and the subsequent Part 16 complaint which was adjudicated by FAA's Office of Airport Compliance and Management Analysis. Although lengthy, the process determined that the City was justified in all actions of its lease process and was "not in violation of Federal law and Federal grant obligations." His other activities underway at this airport include a request for FAA release of industrial land as surplus to aviation need, an analysis to determine what system is best to deliver FBO services to the airport's aviation users, planning and design of an emergency helicopter pilot and maintenance operations and training facility, and a recently completed Airport Layout Plan and ACIP.

Airport Master Plan, Two Airport Master Plan Updates, Montgomery (AL) Regional Airport: Project Manager. All three Airport Master Plans, covering almost three decades, were full comprehensive planning documents producing new forecasts, facility recommendations, environmental consequences and estimates of probable costs. Rationale for justifying FAA eligibility for the airport's secondary runway was developed and was instrumental in allowing the airport to maintain its 150-foot width. Financial plans, airport rules and regulations, standard leases and minimum standards were produced or updated within each of the three projects. Coordination with the airlines and military users, public information meetings and a public hearing were part of each project.

Jamestown Municipal Airport: Principal Planner. Sought and secured a 100% FAA grant under the 2019 Supplemental Funding program for the reconstruction of the airport runway and construction of a partial parallel taxiway. Created a new Airport Layout Plan (ALP) and Exhibit "A" Property Map.

Elizabethton (TN) Municipal Airport, Airport Layout Plan: Principal Planner. Created a detailed ALP with Exhibit "A" and Airport Capital Improvement Program, runway extension justification, Runway Protection Zone (RPZ) Study and coordinated and executed a very successful Land Acquisition Program involving over 15 homes.

Lawrenceburg-Lawrence County (TN) Airport: Provided airport planning and program guidance for over 10 years.

Lafayette (TN) Municipal Airport: Provided airport planning and program guidance for over 3 years.

Aaron McNeal, PE



Registrations

Professional Engineer: Mississippi 18901; Alabama 36557; Georgia PE041858; North Carolina 040573; Virginia 0402052809; South Carolina 34292; Tennessee 120063

CERT Instructor and Team Leader

Education

Bachelor of Civil Engineering,
Texas A&M University, 2004

Professional History

Mr. McNeal serves as Senior Project Manager and Aviation Engineer in Neel-Schaffer's Aviation Group. Mr. McNeal has 19 years of consulting experience, with seven years of service at Neel-Schaffer in Project Management, Project Development, Engineering Design, Construction Administration, Supervision, and Funding Procurement.

His responsibilities include the management and technical direction of civil engineering projects including new site development, civil infrastructure reconstruction, and rehabilitation packages. His comprehensive knowledge of the principles and practice of engineering along with his experience in planning and implementing projects makes him a valuable leader and asset to our team.

He has completed various airport projects including apron and taxiway construction and rehabilitation, terminal and hangar expansions and new installations, master planning, PAPI installation, airport security, capital improvement plan development and grant administration.

Related Experience

Pavement Condition Index, Gulfport-Biloxi International Airport, Gulfport, MS: Project Engineer. Performed Pavement Condition Index assessment including pavement survey, sample unit layout for recently constructed pavements, and analysis using PAVER. Assisted with development of traffic fleet mix using the FAA Traffic Flow Management System (TFMS) and assisted with developing Airport Pavement Strength (PCN) reporting using COMFAA. The project is in progress with final analysis, reporting, and Airport Capital Improvement Plan (ACIP) development in progress.

Pavement Condition Index, Stennis International Airport, Hancock County, MS: Project Engineer. Performed Pavement Condition Index assessment including pavement survey sample unit planning and field evaluation.

Rehabilitate Runway 18-36, Stennis International Airport, Hancock County, MS: Project Engineer. Prepared Pavement Condition Index (PCI) for Runway 18-36, including field work, data collection, and analysis. Project also included design of a project to rehabilitate the runway by milling the existing surface and replacing with a new asphalt surface course.

Taxiway J North Phase II and Taxiway J South, Gulfport-Biloxi International Airport, Gulfport, Mississippi: Civil Engineer-of-Record for Taxiway J North Phase II. Construction cost for the entire project was approximately \$11.2 million, of which approximately \$7 Million was for Taxiway J North Phase II.

Runway 18-36 Precision Approach Path Indicator (PAPI) Installation and associated Obstruction Removal, Columbus-Lowndes County Airport, Columbus, Mississippi: Project Manager. Design and construction phase services to install a new PAPI for the Runway 18-36 approaches including the removal of obstructions from the obstacle clearance surface. Construction cost was approximately \$100,000.

Taxiway Construction including New, Reconstruction, and Rehabilitation, Columbus-Lowndes County Airport, Mississippi: Project Manager, Civil Engineer-of-Record. Construction cost for various assignments ranging from approximately \$136,000-\$435,000.

Rehabilitate Runway 16-34, Hawkins Field, Jackson Municipal Airport Authority, Jackson, MS: Project Engineer. Provided an engineering assessment and design of the rehabilitation, strengthening, and lighting for Runway 16/34. The project will use a unique rehabilitation method known as "saw and seal" to prevent random reflective cracking in the pavement surface. Also, Neel-Schaffer was contracted through the Aviation Group of Mississippi, LLC by the Jackson Municipal Airport Authority to assist in the preparation of an assessment of the existing thresholds, pavement conditions and potential rehabilitation options for Runway 11/29, the crosswind runway at Hawkins Field.

Lawrenceburg-Lawrence County Airport, Lawrenceburg, TN: Project Manager. Neel-Schaffer provided engineering design, construction administration and testing services for this \$735,000 project to reconstruct the apron for this regional airport. The 8,400-square yard apron was built in 1960 and then expanded in 1984. It had only received a few seal coats and crack seal treatments during its life cycle, and was therefore extensively block-cracked full depth and in need of reconstruction. Neel-Schaffer determined Full Depth Reclamation (FDR) was the most economical for of reconstruction. The apron was scheduled for a 30-day closure but was able to be reopened to air operations in three weeks. The project lowered a portion of the apron to reduce flooding potential and we worked around several site constraints, including a fuel farm, connector taxiways and two hangar buildings.

Runway 17-35 Strengthening and Widening, Trent Lott International Airport, Jackson County Airport Authority: Airfield Civil Engineer. The project includes widening, strengthening, and rehabilitation of Runway 17-35, with associated improvements to lighting, signage, temporary/permanent pavement markings, and site grading. The construction cost bid at approximately \$9 million.

Korey Hardin, PE, SI



Registrations

Professional Engineer: MS 26952
Surveyor Intern: MS 0605

Certifications

Construction Stormwater Management -
QCI#12103

Education

Bachelor of Science, Civil and Environmental
Engineering, Mississippi State University, 2011

Professional History

Mr. Hardin joined Neel-Schaffer in 2021 and serves as a Project Manager in the firm's Hattiesburg (MS) office, where he manages the design and construction for a variety of civil site and transportation projects.

Korey has more than 10 years of experience, including nine with the Mississippi Department of Transportation, where he advanced from an Engineer in Training to a Project Engineer to the role of Resident Engineer. As the Resident Engineer in MDOT's Mendenhall Project Office, Korey led a 10-person staff that provided services for projects in a three-county area.

Additionally, Mr. Hardin is a Captain in the 172d Civil Engineer Squadron, Mississippi Air National Guard. He serves part-time as an Air Force Civil Engineer (32E).

Related Experience

Hall Avenue Roundabout, Hattiesburg, MS: Project Engineer. Project consisted of a roundabout at the Hall Avenue/ Arledge Street/Bay Street Edwards Street intersection. Project funded by City of Hattiesburg and BUILD Grant. Project includes lighting, landscaping sidewalk, drainage improvements, and on street parking.

Hall Avenue West, Hattiesburg, MS: Project Engineer. Project consisted of sidewalk, lighting, landscaping, drainage improvements, detention, retaining walls, bridge over Norfolk Southern Railroad, and traffic signals. Project funded by City of Hattiesburg and BUILD Grant.

Hall Avenue East, Hattiesburg, MS: Project Engineer. Neel-Schaffer is providing CE&I services for this three-phase improvements project that will dramatically transform the Hall Avenue Corridor by adding two railroad passes and a roundabout. The Hall Avenue East phase began on February 1, 2022 and is expected to be completed in two years. Improvements include an overpass over the Canadian National Railroad, retaining walls, roadway reconstruction, new roadway, detention ponds drainage improvements, sewer replacement, and construction of a multi-use pathway.

Hardy Street Landscaping Improvements, University of Southern Mississippi, Hattiesburg: Construction Engineer providing CE&I services for this \$1 million project that includes

landscape and hardscape improvements to Hardy Street at the entrance to the University of Southern Mississippi campus. Pedestrian facility improvements include new pedestrian signals and decorative crosswalks. FEDERAL AID PROJECT NO. STP-6098-00(009) LPA/108025-701000.

Hardy Street Roundabout, Hattiesburg, MS: Construction Engineer providing CE&I services for this \$1.8 million City of Hattiesburg project to make multiple improvements to Hardy Street. Improvements include the construction of a roundabout at the intersection of 2nd Avenue, Green Street, Adeline Street, and Hardy Street. The project also includes pedestrian facility improvements to include decorative sidewalks, decorative crosswalks, and pedestrian lighting. FEDERAL AID PROJECT NO. STP-0210-00(037) LPA 108081-701000.

Work performed prior to Neel-Schaffer

SR 35 Overlay, Smith County, MS: Project Engineer for this \$2.67 million project that was completed in 2021. Provided a thin lift overlay for approximately 10 miles on SR 35, from SR 28 to SR37.

SR 42 Mill and Overlay: Project Engineer for \$1.94 million project completed in 2021. Provided mill and overlay of approximately 9 miles of SR 42, from SR 184 east to SR 35.

SR 18 Mill and Overlay, Smith County, MS: Project Engineer for \$2.99 million project in 2021. Provided mill and overlay for approximately 13 miles of SR 18, from the Rankin County line to SR 35.

SR 37 Overlay, Smith County, MS: Project Engineer for \$841,931 project completed in 2020. Provided overlay for approximately 5 miles of SR 37, from County Road 80 north to SR 35.

SR 37 Overlay, Smith County, MS: Project Engineer for \$560,189 project in 2020. Project provided overlay of approximately 2.3 miles of SR 37, beginning at the Covington County line north to Moore Street in Taylorsville.

US 49 Mill and Overlay, Covington County, MS: Project Engineer for \$2.2 million project completed in 2020. The project provided mill and overlay for approximately 7 miles of US 49, from Jct US 84 in Collins to Jct SR 149 in Mt. Olive.

US 84 Overlay, Covington County, MS: Project Engineer for \$2.55 million project that was completed in 2019. The project provided overlay of approximately 4 miles of US 49 at the Collins Bypass.

SR 481 Bridge Rehabilitation, Smith County, MS: Project Engineer for \$779,166 Federal Aid project completed in 2019. The project included design and rehabilitation for SR 481 Bridge No. 9.3 over Caney Creek.

SR 13 Scrub Seal and Thin Lift, Simpson County, MS: Project Engineer for \$1.1 million project in 2019 to provide scrub seal and thin lift for approximately 4 miles of SR 13, from Bowen Road to East Street.

1. Professional integrity and competence

Neel-Schaffer soars high beyond competent. Our engineers, managers, technicians, and administrators always go above and beyond to make sure we not only complete our assignments on time and within budget, but to make sure our clients are completely satisfied. We look for ways to add value to each project, whether it's a simple solution to a minor issue, or a design that is so innovative it makes the client say wow!

Each of our engineers follows the Code of Ethics set forth by the National Society of Professional Engineers, which says, in part, that *"Engineers are expected to exhibit the highest standards of honesty and integrity,"* and that *"the services provided by engineers require honesty, impartiality, fairness, and equity, and must be dedicated to the protection of the public health, safety, and welfare."*

"The skill, professionalism, and customer service of their team has allowed our airport to successfully grow and maintain our infrastructure while meeting both the regulatory requirements from the State and FAA as well as the needs of our customers. Their skill as engineers has kept us on track for several major projects." - Mr. Mike Hainsey, AAE, Former Executive Director, Golden Triangle Regional Airport

Neel-Schaffer has an outstanding reputation in the aviation industry for integrity, competence, and superior client service. We encourage you to contact any of our clients to verify the quality of our work, the reputation of our staff and firm overall.

Mr. Clay Williams, Executive Director

Gulfport-Biloxi International Airport
14035 – L Airport Road
Gulfport, MS 39503
228-863-5951

Mr. Austin Jenkins, CM, ACE, Airport Director

Stennis International Airport
14054 Fred and Al Key Rd,
Kiln, MS 39556
228-467-9231 ext. 101

Ms. Cinnamon Snyder, CM, Airport Director

Trent Lott International Airport
8301 Saracennia Rd Ste 11,
Moss Point, MS 39563
228-475-1371

Brian Ratliff, PE, Deputy Executive Director, Chief Engineer

Mississippi Department of Transportation
401 North West Street
Jackson, MS 39201
601-359-7004

2. Firm's background and key members

Neel-Schaffer was founded in 1983 and today is one of the largest private, employee-owned engineering firms in the South. When Hibbett Neel and Gorman Schaffer formed the firm in 1983, they started with 20 employees in one office, a goal of improving the quality of life in the communities they served, and this humble Mission Statement: **"The mission of Neel-Schaffer is to provide our clients with high-quality, cost-effective solutions that reflect responsiveness, innovation, technical excellence, and professional integrity."**

We have done that so well that 40 years later Neel-Schaffer is far and away the largest homegrown engineering firm based in Mississippi, with more than 600 employees who operate out of 37 offices spread across nine states. **That includes more than 250 Registered Professional Engineers.**

Neel-Schaffer maintains a staff of dedicated airport professionals who stay up-to-date with the latest FAA regulations, Advisory Circulars, aviation trends, and best practices in the airport industry.

Our staff includes aviation planners, airport engineers, environmental specialists, construction managers, and resident project representatives with decades of experience. Some are pilots, and many have airport management, military, or FAA aviation experience. Their planning and design experience ranges from small general aviation airports to international facilities.

We also employ surveyors, biologists, geologists, environmental scientists, and technicians. These professionals are all well-known in their respective fields and stand ready to provide unequalled services to the Bobby L. Chain Municipal Airport.

Our organizational chart illustrating the team organized for this project can be found on page 7 followed by the resumes of our key staff. Brief bios of our staff follow:

Mike Essary, PE joined Neel-Schaffer in 1996 and has more than 35 years of experience in the engineering field, working as a Project Engineer and/or Project and



Client Manager on a wide variety of civil site, roadway and transportation projects. Mike has 25 years of management experience and serves as the Engineer Manager for Neel-Schaffer's Pine Belt Region, overseeing the Hattiesburg, Laurel, and Meridian offices. Mike oversees a variety of projects for clients that include counties, municipalities, schools, and state and federal organizations. As a Project and Client Manager, Mike listens to clients to understand the needs and challenges of their projects and then works closely with them to develop solutions that fit within budget and timelines. Mike takes great pride in developing a project from the conceptual stage through construction that meets the clients schedule and budget goals. He has a thorough knowledge of the various permitting processes most projects must go through, and he has extensive experience working with local, state, and federal officials.

Tom Henderson, PE serves as the Aviation Discipline Lead. He has over 25 years of experience in airport planning and engineering. He has a passion for helping our airport clients reach their full potential, has managed airport development programs and projects at all sizes of airports. He works with our airport clients to create innovative development plans that draw on the airport's and community's strengths. He has extensive experience in airport planning, airport pavements, runway and taxiway construction, navigational aids, and airport fuel farms.

Josh Stump, PE, serves as an Aviation Project Manager and Engineer. His experience includes carrying a project from a simple idea, through plan development and bidding, and concluding with project closeout after construction is complete. Throughout the course of a project, he can offer both engineering and financial guidance to the sponsor as the needs arise. He can also assist the client with the preparation of Airport Capital Improvement Programs (ACIPs), AIP grant pre-applications and AIP grant applications. Mr. Stump has an excellent professional relationship with members of MDOT's Aeronautics Division as well as the FAA's Jackson Airports District Office (ADO), which has greatly helped him to plan and prepare projects for the various airport clients he has served.

Aaron McNeal, PE, **Chris Tutor**, PE, and **Sharon Dimitry** make up our aviation design team. They have 65 years of combined experience and seven working together on aviation projects. Having worked together for years they have learned how to assign tasks, share work, and communicate with each other. They speak the same language, facilitating productive collaboration.

Geoffrey Crosby, PE has more than 18 years of experience in civil engineering. Mr. Crosby is responsible for the management of projects from the preliminary stages through closeout. He has been responsible for the

management of private and publicly funded projects in which he was responsible for developing drawings, cost estimation, and development of contracts, bid documents, and technical specifications. Mr. Crosby has been involved with the design of street and drainage projects, storm water management systems, potable water supply and distribution systems, and wastewater collection.

Our team is rounded out with **Meredith Moore**, our GIS specialist; **Buddy Covington**, our Environmental Scientist; **Allen Thames** and **David Bowman**, PE who will assist in all unique planning and funding projects; **Glen Reed**, PE, our Electrical Engineer; **Matt Keeney**, PE, our Structural Engineer who have all provided support to airport clients across the southeast.

Korey Hardin, PE, SI joined Neel-Schaffer in 2021 and serves as a Project Manager in the firm's Hattiesburg (MS) office, where he manages the design and construction for a variety of civil site and transportation projects. Korey has more than 10 years of experience, including nine with the Mississippi Department of Transportation, where he advanced from an Engineer in Training to a Project Engineer to the role of Resident Engineer. As the Resident Engineer in MDOT's Mendenhall Project Office, Korey led a 10-person staff that provided services for projects in a three-county area. Additionally, Mr. Hardin is a Captain in the 172d Civil Engineer Squadron, Mississippi Air National Guard. He continues to serve part-time as an Air Force Civil Engineer (32E).

Gary Shaffer has more than 20 years of experience as an Engineering Technician and Construction Inspector. As a First Sergeant in the Army National Guard, Gary has deployed three times, he has attended several schools, and was called to four years of active duty while employed at Neel-Schaffer. Based in the firm's Hattiesburg office, he specializes in roadway construction, bridge and box-bridge construction, traffic signal installation, erosion control, sign inventories, basic material sampling, basic material management, and construction print interpretation. Prior to joining Neel-Schaffer, Gary worked for the Mississippi Department of Transportation for five years.

Trish Dewey serves as a Construction Inspector based in the firm's Hattiesburg (MS) office. Trish has more than seven years of experience in the construction industry, having served in the field on numerous projects. Before joining Neel-Schaffer, Trish served as an Engineering Technician for the Mississippi Department of Transportation District Office

in Mendenhall. She gained extensive experience in that role, inspecting and documenting contractor and subcontractor operations, coordinating with project engineers of any noncompliance or concerns, preformed testing of asphalt and concrete under supervision of senior technicians, determining calculations for the verification of asphalt quantities, determining right-of-way limits, and maintaining documentation in the Site Manager database.

Lewis Trotter joined Neel-Schaffer in 2021. In 2004, Mr. Lewis was called to active duty with Camp Shelby Joint Forces Training Center and served as a Sergeant Major. He was assigned as the NCOIC and projects coordinator for the Department of Public Works, Plans and Services Section, Camp Shelby, MS. Duties included development and oversight of the projects constructed at Camp Shelby by military troops and civilian contractors. In the development of the projects, he was responsible for the development of specifications, drawings, plans, and scope of work. Mr. Lewis was also responsible for daily inspections, and any warranty. Mr. Lewis served from 1966-1970 in the US Air Force.

Randy Ahlrich, PE, PhD and **Kevin Williams**, PE with Burns Cooley Dennis will provide geotechnical engineering and material testing services for future projects. Randy and Kevin are leading experts in the pavement management field and will continue to be a valuable asset.

Josh Sullivan as co-founder of Local Impact Analytics, he has performed site selection services, retail gap analysis, economic impact analysis, labor market analysis, socioeconomic and demographic analysis, grant writing, benefit-cost analysis, strategic planning, and tax revenue analysis. Josh served as Investment Credit Consultant for the Tennessee Valley Authority managing a portfolio of private industry representing over \$1B in capital investment and 20,000 jobs across Kentucky, Virginia, and North Carolina. He coordinated actions across multiple departments of TVA to assist in existing industry expansions and the recruitment of industrial prospects to the region. He also served as the project manager for the 14 counties in the South-Central Kentucky Regional Partnership. Part of the duties of this position included industrial recruitment, which required analysis of labor markets, market demand, state and local taxes, logistics routes and facilities, demographics, and incentive negotiation.

Alex Pickle began his career as the Community Development Manager for the Area Development

Partnership in Hattiesburg, MS. In this role, he led education initiatives, small business development, local governmental affairs, and community planning efforts. He then moved into the role of Research Manager for the same organization, serving as a community data and analytical resource for the three-county region. He has multiple years of experience developing methodologies and performing economic impact and benefit-cost analyses, in both professional and academic contexts. This has included projects completed with economic modeling and research tools such as REMI, IMPLAN, EMSI, RIMS II, and Esri/ArcGIS. His passion for helping communities understand and effectively utilize their data was a driving factor in the creation of Local Impact Analytics.

3. Consultant's understanding of and perception of project

Neel-Schaffer is aware that the needs at an airport the size of Bobby L. Chain Municipal Airport are constantly changing and evolving. **We understand the necessity to adapt – and we appreciate the challenge!** Throughout our firm's 40-year history we have demonstrated our ability to redirect our efforts to satisfy the day-to-day unforeseen needs of our airport clients.

During this time, besides providing design and construction services to our airport clients, we have assisted in developing cost estimates, exhibits for inclusion in the Airport Capital Improvement Program (ACIP), Grant Applications, and presentations to FAA Headquarters, and the general public.

Some of the projects that we anticipate being included in the next three years of developments at Bobby L. Chain Municipal Airport include Runway, Taxiway, and Apron Pavement Improvements, Expansions, and Extensions; Lighting, Signage, and NAVAID Improvements; T Hangar Construction, and Planning efforts that will guide the future of the Airport.

4. Capability to perform all aspects of the project including liaison with State and Federal Agencies, planning, design, and contract administration

Neel-Schaffer has provided all of the categories of service for our airport clients throughout the southeast. Our work places us in a unique position to understand your planned projects and provides you with cost-effective, timely solutions to the challenges that come with airport growth and development.

Neel-Schaffer has in-house capability to perform every major aspect of your airport and civil engineering needs, from planning and project development through design, construction services, and project closeout.

Our aviation experts provide a full range of services, including:

- Aviation Engineering
- Airport Planning
- Environmental Planning
- NAVAID Design
- Construction Administration Services
- Management Consulting

Additionally, we can provide you with the experience and technical competence needed for coordination with state and federal agencies. Our aviation team is adept at developing preliminary design elements, exhibits, and project justifications needed to present your proposed projects in a manner that will help you secure funding from a variety of sources such as the FAA, MDOT, Mississippi Development Authority, the military, and others. In addition, we are familiar with the opportunities that come from projects with multiple funding sources.

It is critical that we not only provide good sound engineering, but that we help ensure all FAA, state, and local requirements are met during project development, design, and construction. We have in the past and will continue to submit 7460s for design safety and construction in a timely manner. We will also develop a Construction Safety and Phasing Plan (CSPP) and Construction Observation Program for each project during design. We will require the contractor to develop a Contractor's Safety Compliance Document (CSCD) for approval prior to beginning a construction project. As part of our construction services, we will monitor both the CSPP and CSCD and make sure they are revised as needed. Our resident project representatives will document the contractors' activities and help ensure the projects are constructed according to the plans and specifications. Neel-Schaffer will hold weekly status meetings for all projects at the airport to ensure that effective, timely communication is promoted between all parties. Last, but not least, we will make sure you have all the documentation needed to close out a project and any associated grant.

We have demonstrated our capabilities, through resumes and staff bios, client quotes, and relevant experience. We can provide quality engineering services during all phases

of project development. Over the years, some projects will present technical challenges, but Neel-Schaffer appreciates a challenge that will allow us to grow and demonstrate our capabilities.

5. Capability to meet schedules or deadlines

Neel-Schaffer employees take pride in completing projects on time and within budget. Our Aviation program has enjoyed a phenomenal on-time delivery record due to our internal work-sharing procedures and teamwork.

We are considered a quick turnaround design firm by the departments of transportation in Mississippi, Alabama, and Tennessee. We bring the same sense of urgency and stewardship to our airport projects that we are famous for in our highway transportation work. We are often called upon to correct design and construction efforts that have become behind schedule or over budget prior to our involvement. The quotes from **Mayor Lyndon Baines of Jamestown, TN** on page 7 and **Mike Hainsey formerly of the Golden Triangle Regional Airport** on page 12 address our record of performance further.

A recent example of Neel-Schaffer meeting deadlines despite a challenge occurred during the design of the Gulfport-Biloxi International Airport, Rehabilitate Airfield Drainage, Phase 2A project, where the construction drawings, contract documents, technical specifications, and opinion of probable cost were completed 30 calendar days following the execution of our work authorization to help meet GBRAA's procurement schedule.

6. Capability to complete projects without major cost overruns

Neel-Schaffer has achieved an excellent record of cost control during the design and construction phases of its contracts. Cost control methods used by the firm are based on the early development of all viable design alternatives, maintenance of current construction cost databases and consultation with experienced construction professionals. We attempt to stay abreast of new construction materials and techniques to ensure the most favorable pricing.

In-depth experience with similar projects indicates that thoroughly complete and detailed construction documents help achieve a good record of low bid and minimal change orders during construction. For each project, Neel-Schaffer integrates the latest design techniques to develop a set of construction plans and contract documents that reflect current practices in the design and construction industry.

In addition, Neel-Schaffer analyzes the project from the perspective of a contractor to ensure a design that is constructible in a timely, efficient manner while still maintaining the high quality required in the construction plans and contract documents. This method of analyzing a project from the perspective of a contractor has helped Neel-Schaffer develop an excellent record of cost control throughout a project.

Neel-Schaffer maintains a good working relationship with contractors along the Gulf Coast and throughout the South. This allows us to engage contractors early in the project, minimizing construction overruns and also allowing designs to make use of the latest construction techniques.

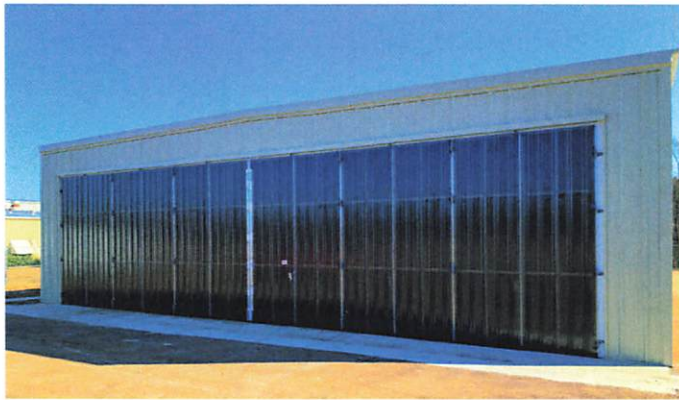
We maintain a database of our completed airport projects including the original projects estimate, the low bid, the original contract amount, and the project closeout amount. This database allows us to monitor the performance of our cost controls and identify where we can make improvements. We believe this practice reflects our commitment to being good stewards of your money, producing quality work, and for managing construction projects to successful completion.

We pride ourselves on the quality of our plans and specifications, and on our quality construction administration and resident project representative services in completing projects within budget. We also take pride in our ability to work through difficult situations when things go wrong during construction, such as when differing site conditions are encountered, or we are dealing with a difficult contractor. We strive to eliminate difficulties and unforeseen conditions during construction, but we understand the importance of standing with a client as a partner and working through difficult situations when they arise.

Unique Experience

The **Holly Springs-Marshall County Airport Hangar Renovation** project provided an innovative, cost-effective solution to the airport's problem. The airport owns an existing hangar building that consists of two adjoining bays. The building structure had deteriorated to a point where the hangar bays were not desirable for housing aircraft. Neither of the hangar bays had a door. Our project utilized MDOT Multi-Modal funds to restore the existing wall panels and structural steel by cleaning, priming, and painting. Structural modifications were made to accommodate new Horton Stack and Powerlift doors. Neel-Schaffer assisted the owner in selecting door systems that would

provide maximum benefit to the airport and prospective tenants within the project budget. New LED lighting was also installed. Both hangar bays are now fully leased and provide revenue to the airport. **The project was completed approximately 1% under budget.**



Neel-Schaffer worked with the **Columbia-Marion County Airport and Dungan Engineering to complete a project to extend Runway 5/23 to 5,500' and widen Runway 5/23 from 70' to 100'.** This project also included extension of the parallel taxiway, modifications to the terminal apron, and relocation of the fuel farm. Prior to design and construction, Neel-Schaffer completed an Airport Layout Plan and Master Plan Update to provide FAA with planning guidance and justification for the project. This document was key to the airport in demonstrating need for the project to FAA. Neel-Schaffer also completed an Environmental Assessment for the work. **The project was funded through multiple AIP Grants, including a Supplemental Discretionary Grant for over \$10 million.**

The **Jamestown Municipal Airport (TN) Runway/Taxiway Rehab** project included a major runway rehabilitation and taxiway relocation. In 2019, Neel-

Schaffer prepared and coordinated an application to the FAA for supplemental funding under the Consolidated Appropriations Act, signed by the President in 2018, that resulted in the \$6.8 million funding for the project to rehabilitate the runway and relocate of part of the taxiway. This was in addition to the \$1.7 million FAA AIP and TDOT projects we designed and constructed in the last five years.

One interesting aspect of the project was the use of Portland Cement Concrete (PCC) instead of asphalt. The runway was overlaid with a 5-inch-thick layer of PCC on top of the existing asphalt material and the partial parallel taxiway was reconstructed entirely with PCC. This method was chosen to provide a durable, long-lasting pavement in an area that experiences severe freeze/thaw cycles, to which concrete can withstand much better than asphalt. Slag cement was included in the mixture while ensuring the concrete met the specifications outlined by the Federal Aviation Administration (FAA). In 2020, the airport project won a Slag Cement Project of the Year Award.

The Slag Cement Association (SCA) chose 16 projects around the country to receive 2020 Slag Cement Project of the Year Awards. The awards were distributed in six categories: High Performance, Durability, Innovative Applications, Sustainability, Green Design, and Architectural. The Jamestown project was chosen for an award in the "High Performance" category.

Former Jamestown Mayor Lyndon Baines praised Neel-Schaffer's work on the project, see page 7 for his words.



7. Familiarity with location of the project

Neel-Schaffer has over 30 permanent employees who live and work within a 40-mile radius of the Bobby L. Chain Municipal Airport.

Neel-Schaffer Has been providing engineering services to the City of Hattiesburg since 1984. Since that time, we have provided roadway, landscape architecture, water,

wastewater, traffic, stormwater, solid waste and other professional services.

Neel-Schaffer is actively involved in community and professional organizations that support and promote our region through our membership and sponsorship of various events. Our employees attend meetings and participate in programs provided by these organizations.

We have the privilege of providing professional services for many state agencies, municipalities, counties, ports, utility authorities, and developers in the Pine Belt Region.

This familiarity with the region, our proximity to Bobby L. Chain Municipal Airport, along with our commitment to continue to develop local resources is a key factor in Neel-Schaffer's ability to meet the needs of the airport.

8. Current workload

The staff assigned to your airport in this proposal are the same today as will be in the years to come. The faces you will see attending meetings, presenting design solutions, and observing construction will be the same time and again.

Our current workload and work sharing program allow our company to receive additional work as needed by the client. Our internal personnel structure allows us to access all employees to get the job done. Our internal philosophy is to put the most talented professional on the projects that best fit their expertise. We do not use geographical boundaries or discipline issues to limit the client's ability to have the best staff available for the project.

In the unlikely event that scheduling conflicts should materialize, Mr. Henderson will call upon our network of aviation engineers to pick up portions of the design load.

Neel-Schaffer is committed to making sure our most senior professionals are available for your projects, as well as bringing up new professionals with a fresh view of the projects we encounter. We feel this depth of experience and expertise is the type of team needed to provide the services required at a dynamic airport such as yours.

9. Number of previous Airport projects

Neel-Schaffer has recently completed projects that are not only comparable but are exactly the same as those listed in your request for qualifications.

- **Horizontal Design:** runway & taxiway extensions and reconstructions, airfield electrical improvements, replacements, and vaults, new access roads, fuel farms,

and new navigational aids and shelters

- **Vertical Design:** terminal area improvements and relocations, tower rehabilitations, maintenance hangars, T-hangars, and box hangars
- **Planning:** project justification, layout and capital improvement planning, DBE planning, standard leases, airport rules and regulations, minimum standards, and environmental, feasibility, and benefit-cost analyses

Our Aviation Group has performed hundreds of airport engineering and planning projects for airports in the Southeast. Several examples of a variety of recent aviation projects can be found on the subsequent pages. Several distinct projects are highlighted in our **Unique Experience** Section on page 16.

10. Quality of projects previously undertaken

Our relationships with clients have enabled us to add value to the services we provide. Our business plan is predicated on repeat business from satisfied clients and we cherish the personal working relationships we have developed over the past 39 years with the City of Hattiesburg.

At Neel-Schaffer, we will provide constant communication on every aspect of your applications, planning, engineering design and construction projects. In discussing your projects with MDOT or FAA, we will aggressively represent you to achieve your goals. We will negotiate with these agencies with knowledge, experience, and flexibility in order to guide the discussion to a compromise favorable and acceptable to you.

Our most interesting challenges have involved designing projects that can be constructed in the airport environment with minimal impact on operations. Our projects will frequently include phases of work which must be completed at night and have the area restored prior to early morning airport operations. This type of work requires extremely close coordination and communication between the engineer, contractor, airport operations, and FAA to ensure the project can be completed on time, within budget, and in a safe manner. Neel-Schaffer excels at developing the relationships needed between all stakeholders of a project to allow this coordination and communication to occur efficiently.

Airport Layout Plan Update, Trent Lott International Airport, Jackson County Airport Authority: Neel-Schaffer provided airport planning services to update the Airport Layout Plan at the Trent Lott International Airport

in Jackson County, MS. The project includes preparation of aviation forecasts, development of aeronautical needs.

Neel-Schaffer assisted the Airport Authority to form a Project Advisory Committee (PAC) to provide input on the planning process. The PAC consisted of community leaders, airport tenants and FBO, economic development representatives, airport authority members, and airport staff. The PAC was tasked with providing input on airport development opportunities from a community perspective.

Neel-Schaffer worked with the Airport Authority and PAC to develop long term and short term development goals that would provide the most positive impact to the airport and community. These development goals were included in a set of Airport Layout Plans to illustrate how they would be implemented in accordance with FAA design standards.

In addition to the ALP drawings, the project also included an airport noise analysis to determine if the projected traffic levels are expected to produce noise that would affect the surrounding community. The final draft of the ALP, Narrative Report, and Noise Analysis was submitted to FAA in October 2023.

Our team strategy for successful projects is founded on:

- Excellent relationships with FAA, MDOT, other Local agencies
- Excellent communications with our clients
- Timely project data gathering & research to eliminate costly changes and setbacks during the construction phase
- Use of innovative design methods and procedures

We accomplish effective quality assurance and control by:

- Appropriate and timely review of project goals
- Establishing a comprehensive contract scope of work, budget, and schedule
- Analysis of each project to make sure design is constructible in a timely, efficient manner while maintaining quality standards
- Review of design by in-house construction managers and inspectors for cost effective implementation

Runway 17-35 Strengthening and Widening, Trent Lott International Airport, Jackson County Airport Authority:

Neel-Schaffer provided engineering design, construction administration, and construction engineering and inspection services for a project that rehabilitated, widened, and strengthened Runway 17-35 and improved Taxiways A and E at Trent Lott International Airport in Jackson County, MS.



Design was completed in May 2020 for the \$10.2 million project, which was funded by multiple sources. The funding for this project was unique because it marked the first time these entities worked together to fund a project. The majority of the funding was from the RESTORE Act - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast Act. Congress passed the RESTORE Act in 2012 in response to the Deepwater Horizon oil spill. Other sources of funding include the Federal Aviation Administration, the Mississippi Department of Transportation's Multi-Modal grant program, the Jackson County Airport Authority, and Jackson County. Each of these federal and state programs has its own procurement regulations and environmental processes, and Neel-Schaffer coordinated the implementation of each to help guide the project to completion.

The scope of work called for widening the 6,500-foot long runway from 100 to 150 feet. The asphalt runway was also rehabilitated, with a mill and overlay, and the pavement was strengthened to accommodate aircraft traffic loading that includes operations by the B-757PR, B-737-800, C-130, and a variety of general aviation and corporate aircraft.

Other improvements included runway safety area improvements, runway centerline profile corrections, new LED runway edge lighting, the relocation of the FAA and Airport PAPIs, and the relocation of the MALSR Threshold Bar.

Another unique aspect of the project design included implementing a variable pavement section on the runway to maximize the funding available for strengthening of the keel section. Also noteworthy is the airport operational impact during construction was minimized by converting the taxiway to a temporary runway for visual daylight operations of small aircraft.

Neel-Schaffer also performed an Environmental Assessment on the site to obtain the necessary permits.

Preliminary construction activities began in November 2020 and the project was completed in 2022. **Project was successfully closed out approximately \$725,000 under budget.**

Rehabilitation of Runway 18-36 and Connector Taxiways to Hold Markings, Stennis International Airport, Hancock County, MS: Neel-Schaffer prepared a Pavement Condition Index to demonstrate the need for the project to FAA. Upon approval, Neel-Schaffer designed a major rehabilitation of Runway 18-36, including the mill and overlay of the runway, connector taxiways, and the reconstruction of a segment of taxiway. The project also included grooving of the finished pavement to provide skid resistance and application of new reflective pavement markings. As part of the design package, Neel-Schaffer devised a bid alternate methodology to demonstrate the value of thermoplastic pavement markings vs. traditional paint for the surface painted runway holding positions signs. Surface Painted Runway Holding Position Signs are red in color, and red traffic paint will fade to a pink color within 12 months, while thermoplastic will maintain a bright red color for years. This allowed the airport to fund thermoplastic signs with FAA funds.



Construction phasing was a significant portion of this project in order to keep the runway open and not interrupt

airport traffic. All work was done at night with the runway closed and opened each morning. As an alternative to the high cost of hauling/disposing of the milling material, Neel-Schaffer designed a disposal area on some unused airport property. This will allow the airport to reuse the material to construct access roads or backfill undercut areas.

The project bid below budget by nearly 18% in the fall of 2017 and construction was completed in early 2019.

T-Hangar, McComb-Pike County Regional Airport, MS: The hangars at the McComb-Pike County Airport were at capacity and the airport desired to add modern, enclosed t-hangars to attract additional tenants. Neel-Schaffer assisted the airport in developing a funding program which includes six separate funding sources, including MDOT Multi-Modal, FAA BIL, MDA Airport Revolving Loans, Pike County Economic Development District, and associated local matches from the airport, city, and county. Neel-Schaffer prepared engineering design and construction drawings for 10-unit t-hangar with an 8 unit bid alternate to accommodate this need. The project is currently under construction and will be completed in early 2024.



Rehabilitate RWY 14-32 HIRL, Signage, and Electrical Vault Modifications, Gulfport-Biloxi International Airport, MS: Neel-Schaffer provided design services for this project to rehabilitate runway lighting and signage, including electrical vault modifications. The project is funded through an Airport Improvement Program (AIP) grant administered by the Federal Aviation Administration (FAA) and covers various areas of the Gulfport-Biloxi International Airport, as detailed below:

- **Runway 14-32 High Intensity Runway Lighting (HIRL) Rehabilitation:** This phase involves replacing existing HIRL Lighting Fixtures, Isolation Transformers, and 5kV Conductors. Two separate circuits will be created

to power alternating lights, with new conductors extending to the electrical vault. Existing infrastructure, such as base cans, conduit, and counterpoise, will be retained.

- **Airfield Guidance Signs Replacement:** Approximately 76 airfield guidance signs will be replaced based on identification during the kickoff meeting and site walk. Signs compatible with existing foundations and correct locations per the Airport Signage Plan will be replaced directly. Where required, new foundations and base cans will be installed. New signs will be connected to the existing circuit at the sign or the nearest available junction can or light fixture on the same circuit.
- **Electrical Vault Modifications:** Modifications to the existing electrical vault include removing and replacing approximately ten constant current regulators, as identified during the kickoff meeting and site walk. New regulators will be integrated into the existing airfield lighting control system circuits.

This project is currently under construction, primarily during nighttime hours to minimize disruptions to the airport's daily operations and avoid runway closures. The construction is phased to require the contractor to de-energize the lighting system each night after the last scheduled flight arrives and have the runway lighting system re-energized each morning before the first scheduled departure. Neel-Schaffer is providing a Resident Project Representative service during construction.

Olive Branch (MS) Airport Sponsor Transfer Analysis:

Neel-Schaffer provided professional engineering, planning, and consulting services to the City of Olive branch for a project to analyze the feasibility of the City to purchase and operate the Olive Branch Airport. The primary deliverable of this contract was an Airport Sponsor Transfer Analysis, which was completed in February 2018.

Prior to the preparation of this report, the airport operated for many years under the private ownership of Belz Enterprises, with Neel-Schaffer serving as the Engineer of Record for the airport since 1997.

When Belz expressed interest in selling the airport, the City contracted with Neel-Schaffer to provide a Sponsor Transfer Analysis, a 150-page report that identified a myriad of details and analysis that served as a green light and blueprint for acquisition.

Neel-Schaffer's charge, from the scope of work: "Before the current Sponsor may be relieved of their commitment to FAA and a new body assumes the responsibilities of the Sponsor, the new body must demonstrate to the FAA that they are capable of carrying out the FAA requirements of a sponsor. The purpose of this document is to provide an analysis of the current airport operating conditions and financial status, develop a proposed operating budget based on projected airport revenue, provide a proposed management and operations structure and discuss airport sponsor requirements and provide guidance on how the City of Olive Branch may best meet those requirements."

Working with subconsultant Kutchins and Groh, Neel-Schaffer conducted a thorough analysis that addressed each of the points of the RFP. Included in the report was a management and operations analysis that identified options for managing the airport and make a recommendation for the best practice to follow.

The report also included a financial plan and budget forecast, land-use and zoning recommendations, environmental due diligence analysis (including a Phase 1 Environmental Site Analysis), and a capital improvement plan that identified critical projects to pursue at the airport over the next five years to ensure continuous and safe operation of the airport. Those projects include land acquisition, an airport layout plan update, a pavement management plan, runway pavement rehabilitation, taxiway pavement rehab, drainage rehab, and security fencing.

The report was used to demonstrate to the FAA that the City of Olive Branch would serve as a good Sponsor for the airport, and to help the City prepare a grant application to help fund the purchase. The grant was successful, and the City received a \$14.94 million U.S. Department of Transportation grant that was used to acquire the airport on November 1, 2018. Neel-Schaffer was also contracted to assist the City in preparing documents related to the grant, including preparation of a boundary survey, grant application, and grant closeout documents.

Neel-Schaffer is currently contracted with the City to assist in the development of lease agreements with airport tenants that comply with local management procedures, FAA rules and policies, local regulations, and airport minimum standards.

Stark Aerospace Development at the Golden Triangle Regional Airport, Columbus, MS:

Neel-Schaffer teamed with JBHM to design a single-story storage and manufacturing building for Stark Aerospace at the Golden Triangle Regional Airport near Columbus, MS.

The building totals approximately 123,788 square feet and includes administrative/office space, manufacturing/warehouse space, painting operations, and aircraft storage space for the manufacture and assembly of unmanned aerial vehicles, flight hangar, and assembly space. Stark Aerospace manufactures and provides the Hunter, the Heron, and the Searcher UAV aircraft to our Armed Forces around the world.

These UAVs provide reconnaissance, target acquisition and damage assessment services for the military globally using electro-optic and infra-red technologies. This facility is used for Research and Development, Manufacture and Assembly, and Repair of Damaged Equipment.



The project was new construction of an approximately 3,200-foot long, 50-foot wide heavy duty concrete roadway at Golden Triangle Regional Airport for airfield access to the newly constructed Stark Aerospace facility. The project included the installation of a radio controlled 150-foot clear opening box frame roller gate with hydraulic operators and security fencing modifications. In addition, airfield signage was added, airfield lighting was relocated/modified for in pavement lights, and an existing 6-inch diameter water line crossing the proposed roadway alignment was removed and replaced in a casing. Construction spanned both Airside and Landside sectors at the airport, and utilized strict conformance with Safety and Phasing Plans in association with FAA Control Tower Coordination to minimize operational impact to the airport.

The services performed by Neel-Schaffer under this contract included Surveying, Stormwater Pollution Prevention Plan and Permitting, Engineering Design, Bidding, Inspection, and Construction Administration.

EADS/American Eurocopter at the Golden Triangle Regional Airport, Columbus, MS:

The Golden Triangle Airport Authority chose the JBHM/Neel-Schaffer team to design American Eurocopter Mississippi at Golden Triangle Regional Airport near Columbus, MS. Eurocopter is a wholly owned subsidiary of EADS, one of the world's leaders in aerospace and defense. Its US subsidiary is American Eurocopter.

The facility is comprised of administrative space, manufacturing and assembly area, and special requirements, which include overhead cranes and paint booths. Neel-Schaffer provided a broad range of civil and site design services, which included conceptual site layouts for cost feasibility through final construction documentation and inspection. The project consisted of full site design including storm drainage, grading, paving, layout, utility construction, and construction administration services.



Rehabilitate Airfield Drainage, Gulfport-Biloxi International Airport, MS:

This program included a drainage study and several completed, current, and future construction projects to rehabilitate failing drainage infrastructure on the airfield. A drainage study, completed in 2019, was performed to evaluate existing airfield drainage infrastructure, determine deficiencies, and identify corrective measures. Through this study, several projects—Phase 1A, Phase 1B, Phase 2A, Phase 2B—were identified and have since been completed. In total, the Rehabilitate Airfield Drainage projects at Gulfport-Biloxi International

Airport removed and replaced over 2 miles of RCP ranging in sizes from 18" to 54" and replaced 43 drainage structures. The drainage infrastructure replaced during these projects were installed in the early 1940s and will now serve the airport for several more years.

- **Phase 1A:** This phase removed and replaced approximately 3,800 LF of RCP ranging in sizes from 18" to 54" and replacing approximately 15 drainage structures in conjunction with associated site grading and drainage work.
- **Phase 1B:** This phase removed and replaced approximately 3,800 LF of RCP ranging in sizes from 18" to 60" and replacing 13 drainage structures in conjunction with associated site grading and drainage work and by installing approximately 600 LF of cured-in-place pipe (CIPP) to an existing 36-inch RCP under pavement.
- **Phase 2A:** This phase removed and replaced approximately 1,325 LF of RCP ranging in sizes from 18" to 36" and replacing approximately 3 drainage structures in conjunction with associated site grading, pavement replacement, and other miscellaneous drainage work.
- **Phase 2B:** This phase removed and replaced approximately 2,500 LF of RCP ranging in sizes from 18" to 54" and replacing approximately 12 drainage structures in conjunction with associated site grading, flow filling, additional RCP/structure removal, and other miscellaneous drainage work.





Lakefront Airport (NEW) - Pavement Joint Seal & Drainage Repair / Bulkhead Replacement / Security Fence & Gates

REQUEST FOR QUALIFICATIONS "HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT (HBG)"

PROFESSIONAL AIRPORT PLANNING, ENGINEERING, AND AIRPORT CONSTRUCTION MANAGEMENT SERVICES"

Submitted by:



Richard C. Lambert Consultants, LLC

900 West Causeway Approach, Mandeville, LA 70471

985.727.4440-Phone · 985.727.4467-Fax

rlc@rclconsultants.com

www.rclconsultants.com



Lakefront Airport Terminal, New Orleans

Submitted to:



City of Hattiesburg



**Hattiesburg - Bobby L. Chain Municipal Airport
(HBG) Airport Restoration Part 1**



**Shreveport Regional Airport (SHV) Program
Management for Airport Runway Expansion**

November 9, 2023

RICHARD C. LAMBERT CONSULTANTS, L.L.C.

RCL
CONSULTANTS, LLC

Planning
•
Engineering
•
Construction Management

November 6, 2023

Hunter White
Deputy Director of Transportation
City of Hattiesburg
212 West Front Street
Hattiesburg, MS 39401

Subject: RFQ: Hattiesburg Bobby L. Chain Municipal Airport Professional Airport Planning, Engineering, and Airport Construction Management Services

Dear Mr. White:

The firm of Richard C. Lambert Consultants, LLC (RCLC) is pleased to submit the attached materials in response to your Request for Qualifications for Professional Services for the Hattiesburg Bobby L. Chain Municipal Airport.

We are highly qualified to perform the required scope of services for the projects shown given our extensive experience with Airport Projects, specifically at New Orleans Lakefront Airport (NEW), Louis Armstrong New Orleans International Airport (MSY), and most recently the Shreveport Regional (SHV) and Shreveport Downtown (DTN) Airports. RCLC has a long history of providing Engineering Design, Construction Management, and Architecture Services on Airport Projects.

RCLC has assembled a team that includes contract consultants Don A. Durr, Jr. and W. Sherwood Bailey, Jr. and who are experts in the field of airport planning and construction.

Since 1987, RCLC has provided Engineering / Architectural Design, Construction Management and Monitoring, and Program Management professional services to many agencies which may be involved in this type of work.

A partial list of airports our team has work with for successful past projects include:

- Hattiesburg Bobby L. Chain Municipal Airport (HBG)



- Stennis International Airport, Kiln, MS
- Louis Armstrong New Orleans International Airport (MSY)
- George R. Carr Memorial Airport, Bogalusa, LA
- Hammond Northshore Regional Airport (HDC)
- Shreveport Downtown Airport (DTN)

RICHARD C. LAMBERT CONSULTANTS, LLC

900 West Causeway Approach, Mandeville LA 70471
Phone: 985.727.4440 Fax: 985.727.4447
E-mail: rclc@rclconsultants.com

New Orleans Office
E-mail: rclc@rclconsultants.com

- Shreveport Regional Airport (SHV)



- Louisiana Army National Guard ARC at Hammond Northshore Regional Airport
- New Orleans Lakefront Airport (NEW)



Richard C. Lambert Consultants, LLC is willing to promote full and equal business opportunities in accordance with the Disadvantaged Business Enterprise Program. RCLC is fully committed to meeting or exceeding the assigned DBE goal. RCLC is proud of our long history of voluntarily involving DBE's in projects where no participation goal existed, and we have achieved all established good faith goal DBE participation goals where required. The firm has never been involved in payment disputes or litigations with any of its DBE partners. RCLC has always strived to meet or exceed any voluntary or mandatory Disadvantage Business Enterprise (DBE) goals by teaming with several Certified DBE firms including APS Engineering Design and Testing and Marrero, Couvillon & Associates, LLC.

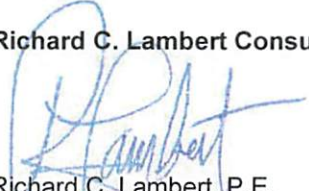
RCLC has developed SPECIALIZED EXPERIENCE and TECHNICAL COMPETENCY relevant to the RFQ, has additional SF330 documents required by the FAA for any future projects, and looks forward to working with the Hattiesburg Bobby L. Chain Municipal Airport.

We acknowledge receipt of any and all issued Addenda.

If you should have any questions or require additional information, please contact me as necessary at (985) 727-4440.

Thank you,

Richard C. Lambert Consultants, LLC



Richard C. Lambert, P.E.
Member / Manager

M:\Submittals\AIRPORTS\2023\Hattiesburg\Interest Letter.doc

RICHARD C. LAMBERT CONSULTANTS, LLC

PROJECT APPROACH

*New Orleans Lakefront Airport Hurricane Katrina Damage Repair-
Wood Bulkhead Replacement, New Orleans
(\$9,111,000)*



HISTORY AND BACKGROUND

Founded in New Orleans, Richard C. Lambert Consultants, LLC (RCLC) has been in continuous practice since 1987. Partners, Richard C. Lambert, PE and Franz J. Zemmer, PE are the owners of RCLC, while Mr. Lambert is the Principal Engineer serving in that position for all contracts since RCLC's inception. We maintain offices in Pass Christian, New Orleans, and Baton Rouge, with our headquarters located in Mandeville, LA.

PROFESSIONAL INTEGRITY AND COMPETENCE

RCLC brings a staff that has been dedicated to the FAA, DOTD, and FHWA format and approach to design for many years. The staff at RCLC maintains training with the latest applicable guidelines and codes and continuing education. Our design professionals have attended relevant seminars and are experienced in recent changes to the DOTD design standards, NPDES, DEQ, MSDH, AASHTO guidelines and MUTCD, NEPA, and the latest ADA requirements.

RCLC has put in place several key systems of review and control that enhance our ability to produce studies, calculations, construction documents and provide construction administration, all of which are timely, accurate, cost effective, and, most importantly, successful in satisfying our client's needs. Our firm has never experienced difficulty in meeting budgets, deadlines, or design quality expectations on our projects. The multitude of public work shown, and repeat clients are evidence of this fact.

APPROACH TO PROJECT COORDINATION

RCLC will utilize the same project approach that has been successful on our public bid projects. This approach includes close coordination with the Owner/Client and will insure the client's complete comprehension of the project from beginning to completion.

RCLC's approach to the project will follow the requirements set forth in our contract. From the start of the project at the kickoff meeting with Department personnel, thru the Preconstruction meeting, RCLC's objective is to develop Construction Documents that are clear, concise and constructible.

Throughout the design process we will set up a system which includes pertinent detailed calculations, plan preparation oversight, and quality assurance reviews by our construction administration staff. **Our Engineers will make field visits to verify our design intent coincides with actual site conditions.**

Project schedules will be updated bi-weekly and submitted with monthly progress reports . All stakeholders will be kept informed on a timely basis with respect to the current progress, critical tasks, potential delays, mitigation strategies and corrective actions. Any change to scope will be immediately assessed by the RCLC team to consider impacts on current and completed work tasks and to determine the most effective way to integrate the additional scope into the current schedule. If schedule problems develop, our Project Manager will coordinate with our team to assess the problem and develop a revised schedule that all team members can move forward with to meet the project goals.

RCLC has created a body of practices to efficiently execute the design and construction process from start to finish. These include several key components including, but not limited, to the following:

- Establishment of clear goals and objectives of the client and design team
- Determination of requirements to achieve successful project results
- Implementation of tasks and party responsibilities for meeting goals
- Schedule of milestones that need to be met in order to satisfy goals and objectives
- **Open and instantaneous means of information sharing and communication between client and design team**
- Periodic reviews to ascertain compliance with schedule, budget, and other project objectives

As our firm has completed numerous projects of various scales, several of which were on very tight schedules, we are well aware of other procedures that are inherent in any successful project as follows:

- Detailed record keeping including meeting minutes, transmittals, correspondence, etc.
- Accurate information gathering using the latest tools and technology
- Clear understanding of required deliverables and level of completeness at each stage of documentation
- Precise schedule of specific dates and responsibilities of client as well as each design team member

FIRM'S BACKGROUND AND KEY MEMBERS

RCLC has in house professional staffing including 6 Licensed Engineers, 2 Licensed Architects, Engineering Interns, Project Designers, Job Captains, CADD Technicians, Field Construction Observers, Administrative Personnel, and Support Staff. RCLC is committed to continual improvement of project design, documents, and detail in an effort to meet and exceed client expectations and permitting requirements. This commitment is a major reason that the firm has gained a reputation for quick turn-around, especially during the permitting process.

Richard C. Lambert, PE has been the Principal, Design Engineer or Engineering Manager for every Civil Design and/or Construction Engineering project the firm has produced. RCLC has in house professional staffing including Licensed Engineers, Engineering Interns, Project Designers, CADD Technicians, Field Construction Observers, Administrative Personnel, and Support Staff.

RCLC, led by Franz J. Zemmer, P.E., has staff with Professional Engineering registrations in Louisiana, Mississippi, Alabama, Arkansas, and California. Mr. Zemmer won an ACI award for the design of a reinforced concrete Bulkhead for the New Orleans Lakefront Airport. Mr. Lambert, Mr. Frank Zemmer, Mr. Sherwood Bailey, and Mr. Don Durr are all familiar with slip-form paving and have extensive experience with the design and construction of airport runways, taxiways, and aprons. RCLC's lead architect, Mr. Paul Dimitrios specializes in terminal and hangers design, retrofit, and rehabilitation.

Our inspectors possess LADOTD certifications for Embankment and Base Course, Structural Concrete, Asphaltic Concrete, Portland Concrete Pavement and Asphaltic Concrete Plant, as well as ATSSA Traffic Technician and ATSSA Registered Flagger certification. Our Engineers and Construction Observers are ATSSA Certified for Traffic Control Supervisors and Designers. Our field construction observers operate with ethics and are trained to remain objective and fair when problems arise, making RCLC's relationships with Contractors mutually, and highly respected.

RCLC employs the latest technologies with regards to the production of engineering and architectural documents, as well as information sharing and communication. Our design team uses the most current version of AutoCAD, Autodesk 3D (Civil and MEP), Revit (MEP and Structural), Sketch Up, Microstation, ArcGIS, Hydroflow, HEC-RAS, and other software. We are able to manipulate raw GIS and survey data to create digital terrain models and elaborate infrastructure systems. These models and systems can be used to develop alignments and corridors for runways, taxiways, and other airport enhancements. RCLC's staff is also experienced in the use of **Autodesk Storm and Sanitary Analysis software** to model drainage systems. This program utilizes the **EPA SWMM modeling parameters**. This capability provides RCLC with the ability to take an existing stormwater model created in EPA SWMM and make modifications and additions to the original model with ease.

For project management, we use RS Means for estimating, and MS project. We have also developed proprietary software for cost estimating, project tracking, specification development, building assessment, and programming. We have worked with our clients to establish web-based portals for sharing documents and communication over the internet which allows for instantaneous access by all of the team members throughout the project.

RCLC is committed to continual improvement of project design, documents, and detail in an effort to meet and exceed client expectations and permitting requirements. This commitment is a major reason that the firm has

gained a reputation for quick turn-around, especially during the permitting process.

CONSULTANTS'S UNDERSTANDING OF & PERCEPTION OF THE PROJECT

RCLC's design and management of various airports structures including runways, taxiways, lighting, signage, perimeter fencing, perimeter access roadways, terminal buildings, multi-story parking garages, at grade parking lots and master drainage rehabilitation/improvement designs makes RCLC highly qualified for this assignment.

CAPABLE TO PERFORM ALL ASPECTS OF PROJECT

RCLC has managed numerous projects funded by various agencies, including the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA), Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), Community Development Block Grants (CDBG), Department of Transportation and Development (LADOTD), etc. These past experiences have given RCLC extensive knowledge of the guidelines and paperwork requirements for these agencies.

All funds associated with RCLC projects have been released without delay, all records have been promptly accepted by regulatory agencies. All funding agencies, including FEMA, were comfortable in releasing all funds.

CAPABILITY TO MEET SCHEDULES OR DEADLINES

Due to our successful performance on our projects, the firm is recognized for its professionalism, competency, fairness, economical negotiation of additional work, and contract time and progress. This translates into highly effective management of the project with minimal overruns in cost and time and without unresolved disputes that escalate into litigation.

RCLC has never been involved in protracted disputes or nonpayment of subconsultants, and our projects have not required the presence of public officials and/or department representatives at public meetings to mediate complaints from residents. RCLC has provided litigation free, successful construction administrative services for over three decades for many substantial projects.

RCLC has successfully fulfilled all contractual obligations on all previous City of New Orleans, Department of Public Works and LADOTD Contracts, with all paperwork involved being accepted without repeated visits or controversy. The FHWA reports on the projects all indicated that our work was performed properly. This is due to the extensive experience of the personnel assigned to the projects. LADOTD or FHWA funds have never been withheld.

We hope you will agree that our team provides you exceptional added value, localized experience and labor, and the capacity to deliver with the quality you expect – on schedule.

CAPABILITY TO COMPLETE PROJECTS WITHOUT MAJOR COST OVERRUNS

RCLC has an exemplary record of designing and producing construction contract documents that are clear and properly constructed. Lack of construction claims and minimum increases in construction costs during construction are a true testament in our unique ability to provide engineering consulting services on time and within budget.

Prior to construction, the Contract Documents are carefully reviewed by the Project Engineer. The Contractor is asked to identify any discrepancies he may have found in the documents and offer any suggestions that may improve the Project outcome. The Project Engineer prepares a memorandum of any issues, which are discussed at the initial Project meeting and prior to the Contractor's "Notice to Proceed".

Daily, weekly, and monthly documentation is maintained by the Project Engineer. **The project engineer visits the site on a regular basis**, and particular attention is paid in advance to **potential utility conflicts** and their **prompt resolution** with all parties involved. Issues of public safety, accommodation of local businesses, protection of the work site, and traffic control procedures are all reviewed prior to the Notice to Proceed.

All of our employees are issued a memorandum on the "Duties and Responsibilities of Construction Observers". Careful attention is paid to those sections on **public safety and to ethical conduct**. In the field during construction, and at the time that issues arise, our long-term Inspectors have been trained to react to field conditions relative to the immediate operations of the Contractor. Our personnel are trained to evaluate the situation, regardless of the Project Plans or the Contractor's assertions.

When an undesirable situation arises, field evaluations will be immediately communicated to our Project Engineer. The project engineer will review the Contract Documents, investigate the problem, and determine what further action is necessary. Our Project Engineer will review the issues with the client and makes recommendations for their approval.

This proactive approach and involvement in the construction process, while there is time to avoid unforeseen conflicts and the effects of unforeseen conditions, minimizes problems, cost and delays and results in quality in the constructed project.

RCLC maintains detailed records of past projects that were publicly bid. We use this information along with bid prices from our clients and LADOTD to prepare detailed opinions of probable construction costs throughout the design process. Upon each plan review submittal, we provide these "cost estimates" to the client for review to determine if the proposed construction meets their infrastructure goals within their dedicated budgets. If necessary, project plans can be modified to meet these goals and budgets, or the client can make arrangements to appropriate additional funds prior to project advertisement.

This approach has resulted in RCLC's history of minimal plan changes and project cost overruns. We have experienced successful performance on our past public contracts and have not experienced any notable problems with delays, cost overruns and/or design inadequacies. We pride ourselves for being on time and within budget with public and private contracts. RCLC is ranked highly by other Public Agencies because of our long history of minimal cost overruns.

FAMILIARITY WITH LOCATION OF THE PROJECT

RCLC and its contract consultants are familiar with the City of Hattiesburg and the Hattiesburg Bobby L. Chain Municipal Airport. Mr. Bailey and Mr. Durr have completed Airport Layout Plans, Drainage and Safety Improvements, and runway restoration for the Hattiesburg Bobby L. Chain Municipal Airport. Other Mississippi Projects include, Stennis International Airport, RCLC's Pass Christian Office, and Environmental Phase 1 Site Assessments in Gulfport.

CURRENT WORKLOAD

RCLC always has committed staff and effort as needed to perform all services in a timely and professional manner. Our current moderate workload enables RCLC to devote our available resources to this project.

NUMBER OF PREVIOUS AIRPORT PROJECTS

The firm's successful design and management of many similar projects has established a deep understanding of these complex projects and has enhanced out familiarity with the FAA and governing regulations for regional airports.

RCLC's and our consultants airport project experience includes the following:

- Hattiesburg Bobby L. Chain Municipal Airport
 - Airport Layout Plan
 - Runway 31 Drainage & Safety Area Improvements
 - Priest's Creek Erosion Control
 - Runway Restoration
- Stennis International Airport
 - JALBTCX Facility
 - ATCF Roof Replacement and Fuel Tank Coating
- New Orleans Lakefront Airport
 - Security Fence, Gates, and Cameras
 - Airfield Drainage Repair and Pavement Joint Seal
 - Repair and Replace Airfield Lighting and Guidance Signs
 - Wood Bulkhead Replacement
 - Fire Station
 - Terminal / Administration Building Hurricane Repairs & Restoration
 - Bastian and Mitchell Hangars
 - James Wedell Hangar & Walter Wedell Hangars
 - Williams Taylor And McDermott Hangar
 - Delgado Hangar
- Chevron Office Building
- Signage Masterplan
- Louis Armstrong New Orleans International Airport
 - Southside Infrastructure Study
 - Perimeter Roadway and Box Culvert
 - Master Plan Development for Kenner North-South Roadway
 - Sidewalk, Entry Replacement, Interior Entry Remodel at Main Terminal
 - Alamo National Car Rental Facility
 - Second means of ingress/egress to the New Terminal Building
- Louisiana Army National Guard ARC at Hammond Northshore Regional Airport
- Shreveport Downtown Airport Airfield Development & Rehab Master Service Agreement
- George R. Carr Memorial Airport
- St. Tammany Parish Mosquito Abatement Hangar, District No. 2, Slidell Airport
- EBR Parish Mosquito Abatement & Rodent Control District Facilities, Baton Rouge Metropolitan Airport

QUALITY OF PROJECTS PREVIOUSLY UNDERTAKEN

RCLC has been responsible for the Construction Engineering and Inspection (CE&I) for numerous LADOTD projects, most recently the **New Orleans Airport Connector Roads Segments A & B Projects**. The **New Orleans Airport Connector Roads Project** called for a new four-lane median divided roadway with sound walls for the northern airport right-of-way property line to the southern right-of-way line of Veterans Memorial Blvd. and generally within the Aberdeen Street Corridor (Segment A). Addition of a left-turn lane and upgrade traffic signals at the intersection of Loyola Drive and Veteran Blvd. as well as, the addition of a left-turn lane at the intersection of I-10 and Loyola Drive (Segment B) were also included. Related work for both segments included sidewalks, drives, curbing, barrier rail, roadway widening, embankment, surcharge, detours, signage, striping, box culvert bridge, tree removal / clearing & grubbing, and drainage.

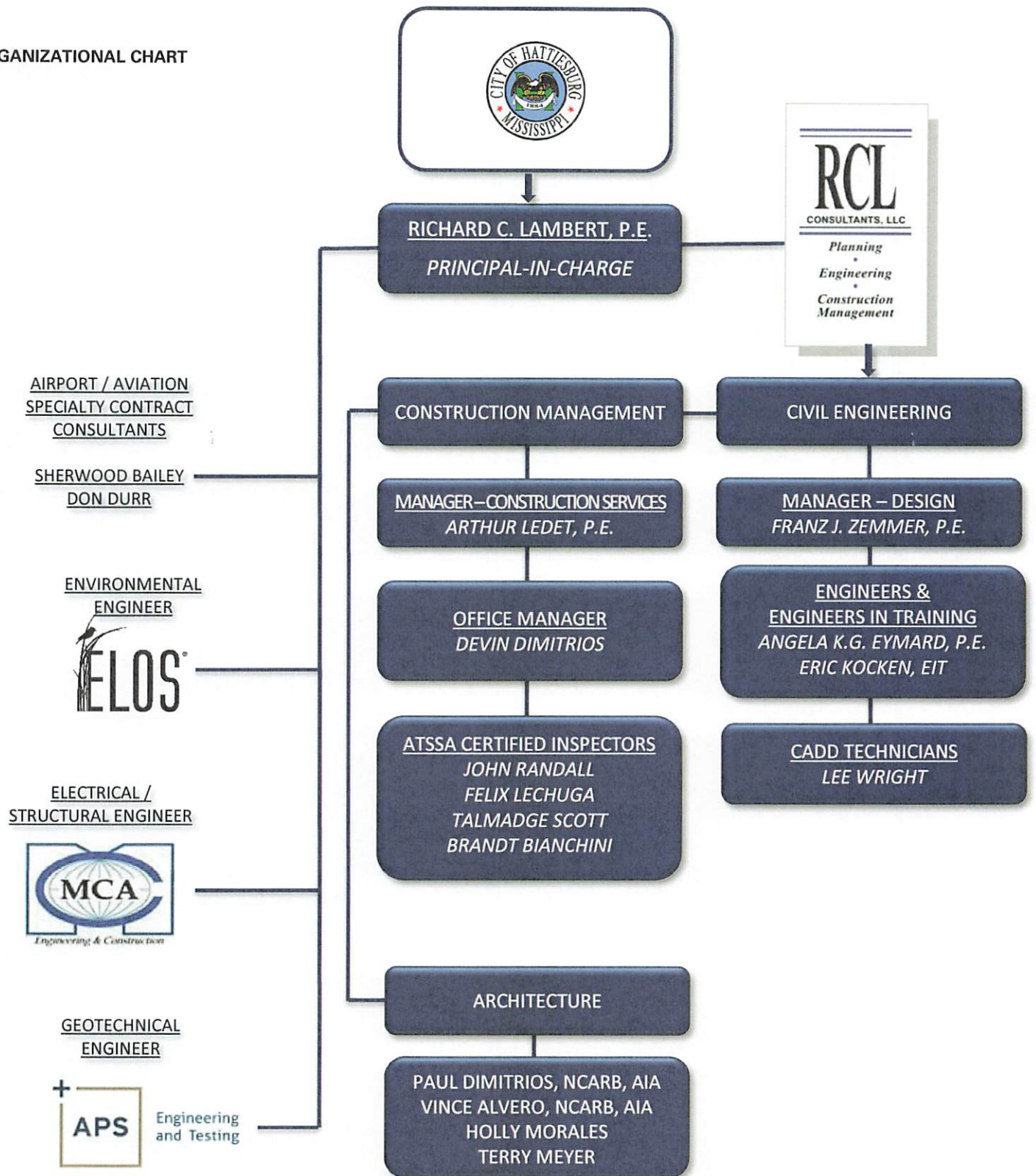
RCLC has an **appreciation of historic structures** in New Orleans, as evidenced by RCLC's successful completion of the renovation of the **New Orleans Lakefront Airport**, a project of \$30 million, funded by FEMA, which required a complete understanding of all public agencies in New Orleans and their policies.

For several of the projects listed above, we received accolades from FAA staff on design quality and construction administration. During the design process of 4 initial construction projects exceeding \$15 million due to Hurricane Katrina, RCLC was required to design and let these 4 projects in less than 6 months or lose FAA funding. Through RCLC's hard work and organized staff operations, we successfully completed the design on time and oversaw the construction which also finished on time and within budget provided through the grants.

SUMMARY

RCLC and its team would like to thank the Selection Committee and the City of Hattiesburg for the opportunity to present our qualifications and experience.

ORGANIZATIONAL CHART



**YEARS EXPERIENCE:**

TOTAL: 43

WITH RCLC: 36

EDUCATION:

Bachelor of Science 1980
Civil Engineering/Tulane
University

**PROFESSIONAL
REGISTRATION:****CIVIL**

- 1986 LA#22167
- 1989 MS#10475
- 1990 AR#7293
- 1997 AL#17484

ENVIRONMENTAL

- 1994 LA#22167

NEPA Certified

**PROFESSIONAL
AFFILIATIONS:**

- Member of ASCE
- Member of ACI

RICHARD C. LAMBERT CONSULTANTS, LLC**RICHARD C. LAMBERT, PE****Principal-In-Charge**

As founder of **Richard C. Lambert Consultants, LLC** and **RCL Architecture, LLC**, Richard Lambert has developed diverse experience in many engineering disciplines including a solid foundation in all aspects of Construction Management. Mr. Lambert performed the Planning, Design, and Construction Administration of major public projects and contracts producing them on time and in a manner that has resulted in litigation-free public bidding and the successful completion of many diverse public projects. Mr. Lambert has been able to resolve disputes with public contractors in a way acceptable to all parties and has dedicated himself to the interests of his clients. Mr. Lambert is a NEPA Certified Engineer and Licensed in the State of Louisiana as a Civil Engineer and Environmental Engineer.

Mr. Lambert has been in responsible charge on all RCLC Civil Design and / or Construction Engineering projects, including many for LADOTD and other agencies. His relevant airport project experience includes:

- Stennis International Airport – ATCF Roof Replacement and Fuel Tank Coating
- Stennis International Airport - Joint Airborne Lidar Bathymetry Technical Center of Expertise (JALBTCX) Facility
- Airfield Development & Rehab Master Service Agreement for Shreveport Downtown Airport & Shreveport Regional Airport
- Louis Armstrong New Orleans International Airport Connector Road Segments A & B
- New Orleans Lakefront Airport - Airfield Drainage Repair and Pavement Joint Seal
- New Orleans Lakefront Airport - Security Fence, Gates and Cameras
- New Orleans Lakefront Airport - Repair and Replace Airfield Lighting and Guidance Signs
- New Orleans Lakefront Airport - Wood Bulkhead Replacement
- Louis Armstrong New Orleans International Airport Perimeter Roadway and Box Culvert
- Louis Armstrong New Orleans International Airport Southside Infrastructure Study
- Louis Armstrong New Orleans International Airport Master Plan Development for Kenner North-South Roadway
- St. Tammany Airport Terminal
- New Orleans Lakefront Airport Terminal / Administration Building Hurricane Repairs & Restoration
- New Orleans Lakefront Airport Fire Station
- New Orleans Lakefront Airport Bastian and Mitchell Hangars
- New Orleans Lakefront Airport James Wedell Hangar
- New Orleans Lakefront Airport Walter Wedell Hangar
- New Orleans Lakefront Airport Williams Taylor And McDermott Hangar
- St. Tammany Parish Mosquito Abatement Hangar, District No. 2
- Louis Armstrong International Airport Sidewalk, Entry Replacement, Interior Entry Remodel at Main Terminal
- Louis Armstrong International Airport Alamo National Car Rental Facility
- New Orleans Aviation Board Airport Terminal & Foundation Repair
- East Baton Rouge Parish Mosquito Abatement and Rodent Control District Facilities at Baton Rouge Metropolitan Airport

RCLC has an extensive history of providing design services and construction administration on FHWA, FAA and LADOTD projects.

RCL
CONSULTANTS, LLC

RICHARD C. LAMBERT CONSULTANTS, L.L.C. • RCLC@RCLCONSULTANTS.COM • (985) 727-4440

**YEARS EXPERIENCE:**

TOTAL: 47

EDUCATION:

Bachelor of Science in Civil
Engineering, Louisiana
Tech University

**PROFESSIONAL
REGISTRATION:**

- 1979 LA #17530

**PROFESSIONAL
AFFILIATIONS:**

- Louisiana Airport
Managers Association
- Past Board Member of
the Louisiana Airport
Authority, 1996-2004

W. SHERWOOD BAILEY, JR., PE
Airport / Aviation Specialty Contract Consultant

Mr. Bailey attended Louisiana Tech University graduating with a Bachelor of Science in Civil Engineering in 1974. Mr. Bailey has managed grants, completed designs, and administered construction for thirty-eight (38) years at airports and airbases for a total exceeding two hundred million dollars in improvements. Since graduation, he has worked for private consulting civil engineering firms and the United States Air Force as a civil engineer and project planner. He has had extensive experience designing, planning and administering heavy civil engineering projects. Mr. Bailey actively participated in the original concepts and support data to master planners for infrastructure rehabilitation at Barksdale, LA airbase in 1986 and coordinated with city management and users to provide a solid basis for projected needs. Mr. Bailey founded ARE Consultants in 1989. Part of the mission statement was to serve the planning, design and administration of both general aviation and carrier airports. Since that time ARE has served over twenty-eight (28) airports. As a gubernatorial appointment Mr. Bailey served eight (8) years on the Louisiana Airport Authority. The board governed the development of a proposed 20 billion dollar multi-modal facility in the River Parishes.

Mr. Bailey, with his more than forty (40) years of engineering experience, has designed, planned, and administered over 200 heavy civil engineering projects. He has provided project management services for the administration of 'Time Fund' capital improvement projects at New Orleans International Airport. He has furnished design and project coordination on numerous airfield projects.

AIRPORTS THAT MR. BAILEY HAS HAD EXPERIENCE WITH (INCLUDING GRANT ADMINISTRATION) INCLUDE:

- Bobby L. Chain Municipal Airport: Lighting and Signage / PAPI / Safety area Improvements
- George R. Carr Memorial Airport: Perimeter Fence / Apron and Runway Reconstruction / Runway Safety Area / Drainage Improvement & Parallel Taxiway Grading / Apron Expansion / Runway Improvements and Lighting / Land Acquisition / Safety Area Extension / Safety Overrun Improvement (Creek Crossing) / Safety Overrun Improvement Part II / Hangar/Terminal Restoration
- Shreveport Downtown Airport
- Shreveport Regional Airport
- Hammond Municipal Airport
- New Orleans International Airport
- Kinder Airport
- Vivian Airport
- Alexandria International Airport
- Lafayette Regional Airport
- Ruston Airport
- Slidell Airport
- Alexandria Esler Field
- Red River Parish Airport
- Lake Charles Regional Airport
- Houma Terrebonne Airport
- Baton Rouge Metro Airport
- Southern University Aerospace Technical School
- CE "Rusty" Williams Airport: T-Hangar Building / Runway Overlay / Airport Layout Plan



YEARS EXPERIENCE:
TOTAL: 27

EDUCATION:

B.S. Civil Engineering- 1991
Louisiana Tech University,
Ruston, LA

B.S. Construction- 1986
Northeast Louisiana
University, Monroe, LA

**PROFESSIONAL
REGISTRATION :**

- 1997 Civil LA #27067
- 2009 Civil AR #13874
- 2009 Civil MS #19325
- 2005 LSI LA

**PROFESSIONAL
AFFILIATIONS:**

- American Society Of Civil Engineers (ASCE)
- Louisiana Engineering Society (LES)
- National Society Of Professional Engineers (NSPS)
- Louisiana Society Of Professional Land Surveyors (LSPS)

DON A. DURR, JR., PE
Drainage & Construction Management

Don Durr, PE has designed most of the firm's airport grading, drainage, and structural work for the past eighteen (18) years.

MR. DURR'S RELEVANT PROJECT EXPERIENCE INCLUDES:
HATTIESBURG MUNICIPAL AIRPORT:

- **DRAINAGE & SAFETY AREA IMPROVEMENTS:** Plans and specifications for extension of culvert and replacement of failing pavement on runway.
- **AIRPORT LAYOUT PLAN:** Engineering services for Complete ALP.
- **RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS:** Engineering services including topographical survey and drainage design for failing box culvert.
- **RUNWAY RESTORATION PROJECT- PART 1:** Complete reconstruction of the existing runway.
- **PRIEST'S CREEK:** Engineering services for erosion control and construction administration.

GEORGE R. CARR MEMORIAL AIRPORT:

- **PARALLEL TAXIWAY:** Engineering services for new parallel taxiway including drainage study, plan preparation and specifications.
- **PARTIAL PARALLEL TAXIWAY:** Plans and specifications for 50' x 2800' partial parallel taxiway.
- **HANGAR LAYOUT:** Hangar Study and drawings for future airport growth.
- **AIRPORT LAYOUT PLAN:** Engineering services for Complete ALP.

C.E. RUSTY WILLIAMS AIRPORT, GRAND CANE, LOUISIANA: T- Hangar Building and Runway Overlay, design support and technical specification preparation.

MINDEN AIRPORT, MINDEN, LOUISIANA: Exhibits for Expert Witness consulting; Property Acquisition.

AIRFIELD DEVELOPMENT & REHAB MASTER SERVICE AGREEMENT FOR SHREVEPORT DOWNTOWN AIRPORT & SHREVEPORT REGIONAL AIRPORT: Construction Administration, Construction Management, and Construction Observation as part of the Airfield Development & Rehab Master Service Agreement for Shreveport Downtown Airport. Projects included the Hangar demolition for the Taxiway and Runway shift and extension at the Shreveport Downtown Airport and the Runway and Taxiway extension at the Shreveport Regional Airport.

SHREVEPORT DOWNTOWN AIRPORT, SHREVEPORT, LA: Water and Sewer Masterplan.

SPRINGHILL AIRPORT, SPRINGHILL, LA

MSA-SEWER-TASK ORDER 2-QB3 (AREA 2-119); QUEENSBOROUGH AND CHOCTAW BAYOU SERER REPLACEMENT, SHREVEPORT, LOUISIANA: Replacement of 4295 l.f. of 8", 10", 15", and 21" sanitary sewer gravity main by open cut and pipe bursting. Sub- Consulting Engineer: Provided design, final plans and OPCC for the replacement and rehabilitation of existing sewer mains by open cut and pipe bursting.



YEARS EXPERIENCE:

TOTAL: 29

WITH RCLC: 25

EDUCATION:

Bachelor of Science 1994
Civil Engineering Louisiana
State University

PROFESSIONAL REGISTRATION:

- 1999 Civil LA #28232
- 2005 Civil AL #27307
- 2005 Civil MS#16880

PROFESSIONAL CERTIFICATIONS:

- NEPA Certified
- ATSSA Traffic Control Design Specialist
- ATSSA Traffic Control Supervisor
- ATSSA Traffic Control Technician
- ATSSA Registered Flagger

PROFESSIONAL AFFILIATIONS:

- Member of ASCE
- President-Elect of APWA Northshore Chapter

RICHARD C. LAMBERT CONSULTANTS, LLC

FRANZ J. ZEMMER, PE

Manager-Design, Partner / Member

Mr. Zemmer has been with RCLC for 25 years and is a NEPA Certified Engineer, an ATSSA Traffic Control Design Specialist and Licensed in the State of Louisiana as a Civil Engineer. In 2013, Mr. Zemmer was certified as a Floodplain Manager. Projects include large parking lots, major roadways, subdivisions, utility improvements and regional utility studies. Several projects under his professional responsibility have won ACI Awards including the St. Tammany Parish Justice Center, Argonne Street from Harrison Avenue to Kenilworth Street in New Orleans, and a reinforced concrete Bulkhead for the New Orleans Lakefront Airport.

MR. ZEMMER'S RELEVANT PROJECT EXPERIENCE WITH RCLC INCLUDES:

AIRFIELD DEVELOPMENT & REHAB MASTER SERVICE AGREEMENT FOR SHREVEPORT DOWNTOWN AIRPORT & SHREVEPORT REGIONAL AIRPORT: Construction Administration, Construction Management, and Construction Observation as part of the Airfield Development & Rehab Master Service Agreement for Shreveport Downtown Airport. Projects included the Hangar demolition for the Taxiway and Runway shift and extension at the Shreveport Downtown Airport and the Runway and Taxiway extension at the Shreveport Regional Airport.

STENNIS INTERNATIONAL AIRPORT - JOINT AIRBORNE LIDAR BATHYMETRY TECHNICAL CENTER OF EXPERTISE (JALBTCX) FACILITY: 11,528 sf administration office and technical support spaces for the JALBTCX Facility. The work for the approximately 80,000 sf site includes site structures, lighting, paving, retaining walls, sidewalks, fencing and site utility connections.

LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT SOUTHSIDE INFRASTRUCTURE STUDY: Complete preliminary engineering and analysis of 4 lane roadway, drainage, major sewer and water utility alignment study to extend roadway improvements from the terminal building west to the MOTIVA facility. LANOIA was planning major renovations to its facilities and wanted to study the benefits of upgrading infrastructure around the south side of the airport.

NEW ORLEANS LAKEFRONT AIRPORT HURRICANE KATRINA DAMAGE REPAIR- WOOD BULKHEAD REPLACEMENT: Design for the \$9.1 million replacement of an existing wooden bulkhead with a fortified reinforced concrete bulkhead. Construction of a bulkhead including steel sheet piling, steel batter piles, reinforced concrete cap, excavation, fill, limestone wedge and clay blanket. Bulkhead alignment required the relocation of major sewer force main and a 12" water line and replacing a portion of the runway. Project included rehabilitation and replacement of a section of the airport's primary runway. Project design was expedited to accommodate funding deadlines set by FAA. Design was completed in time to receive full FAA funding and constructed within budget and on time.

NEW ORLEANS LAKEFRONT AIRPORT DRAINAGE IMPROVEMENTS AND PAVEMENT REPAIR: Drainage Study, Design and Construction of \$1 Million Drainage Improvements and Pavement Repair to Airfield Drainage and Pavement due to damage caused by Hurricane Katrina which included repairing and replacing of airfield drainage, repairing cracks, replacing pavement along taxiways, base repairs and tarmac and resealing joints in concrete tarmac and aprons.

NEW ORLEANS LAKEFRONT AIRPORT HURRICANE KATRINA DAMAGE REPAIR - SECURITY FENCE, GATES AND CAMERAS: Design for the \$565 thousand repair and replacement of storm damaged security fence and gates, installation of new security fence and gates, upgrade airfield access control and install new CCTV monitors.

NEW ORLEANS LAKEFRONT AIRPORT HURRICANE KATRINA DAMAGE REPAIR - REPAIR AND REPLACE AIRFIELD LIGHTING AND GUIDANCE SIGNS: Design for the repair and replacement of airfield lighting and guidance signs damaged from Hurricane Katrina. The \$1.05 million project was completed on time and within budget.

RCL
CONSULTANTS, LLC

RICHARD C. LAMBERT CONSULTANTS, L.L.C. • RCLC@RCLCONSULTANTS.COM • (985) 727-4440



Richard C. Lambert Consultants, LLC (RCLC) has been in continual business since 1987 providing design and construction engineering and inspection (CE&I) professional services. RCLC's successful performance on projects have been due to professionalism, competency, accurate calculation of pay quantities, fairness, economical negotiation of additional work, and insightful input to the contractor to develop a seamless working relationship.
Contact Information: phone: 985-727-4440 / email: rclc@rclconsultants.com

RCLC's Airport Related Projects:

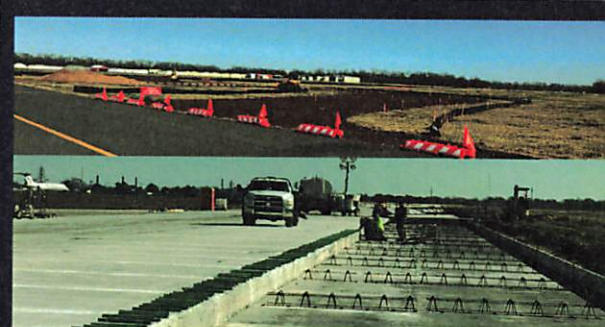
Shreveport Airport Project Management: Subconsultants for ARE Engineering Consultants for the \$15 Million Construction Project of the Taxiway and Runway Shift and Extension at the Shreveport Downtown Airport (DTN) and the Runway and Taxiway Extension at the Shreveport Regional Airport (SHV). Included Airfield Lighting Upgrades, New Navigational Aides, Adjusted Access Roads, New Taxiways, New Airfield Markings and Signage, and Airfield Technical Support Services.



New Orleans Lakefront Airport (NEW) Drainage Repair and Pavement Joint Seal: Repair and replace airfield drainage, repair cracks, replace pavement along taxiways and tarmac and reseal joints in concrete tarmac. Replacement of Airfield drainage required Hydrologic & Hydraulic evaluation of existing and proposed improvements with approval by Orleans Levee District and FAA.



New Orleans Lakefront Airport (NEW) Wood Bulkhead Replacement: Replacement of an existing wooden bulkhead with a fortified reinforced concrete bulkhead which required the relocation of major sewer force main and a 12" water line and replacing a section of the primary runway. Project design was completed in time to receive full FAA funding and constructed within budget and on time.



New Orleans Lakefront Airport Repair and Replace Airport Lighting and Guidance Signs: Repairs and replacement of airfield lighting and guidance signs damaged from Hurricane Katrina.



New Orleans Lakefront Airport (NEW) Security Fence, Gates, and Cameras: Repair and replacement of storm damaged security fence and gates, installation of new security fence and gates, upgrade airfield access control and install new CCTV monitors.



Louis Armstrong New Orleans International Airport (MSY) Connector Roadways: CE&I for a new four-lane median divided roadway with sound walls for the northern airport right-of-way property line to the southern right-of-way line of Veterans Memorial Blvd. and generally within the Aberdeen Street Corridor (Segment A). Addition of a left-turn lane and upgrade traffic signals at the intersection of Loyola Drive and Veteran Blvd. as well as, the addition of a left-turn lane at the intersection of I-10 and Loyola Drive (Segment B). Related work for both projects include sidewalks, drives, curbing, barrier rail, roadway widening, surcharge, detours, signage, striping, box culvert bridge, tree removal / clearing & grubbing, and drainage.



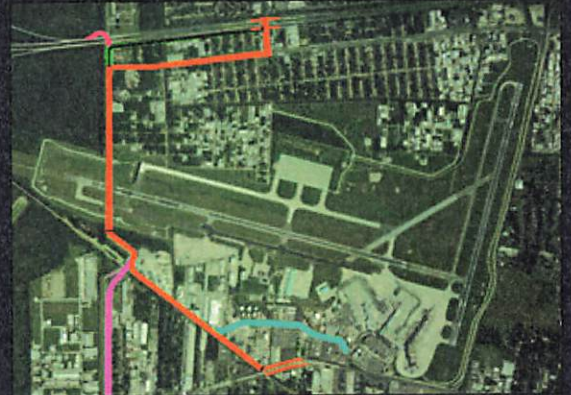
Louis Armstrong New Orleans International Airport (MSY) North South Study: Program Management of Sub-consultants who assisted in the development and evaluation of proposed alternatives for a north-south roadway corridor in Kenner, Louisiana between Airline Drive and Interstate 10. MSY was planning major renovations to its facilities and wanted to study the benefits of upgrading infrastructure around the south side of the airport. Study required calculating peak runoff to determine magnitude of drainage infrastructure costs, cost estimates for new roadway paving, drainage, sewer and water utilities, communications infrastructure and lighting improvements.



New Orleans Lakefront Airport (NEW) Bastian and Mitchell Hangar Replacement: FEMA Comprehensive Damage Report, Scope of Work Assessment, Cost Estimating, Architectural Design, Civil Engineering Design and Construction Administration. The new facility was planned for a Fixed Base Operator or a Corporate Aircraft Hangar including shop maintenance and storage areas, reception and waiting area, pilot and public lounges, staff and pilot toilets and showers, an avionics room, flight planning, in line services, pantry and concession areas, as well as office and conferencing facilities. Improvements included upgrades to taxiways and tarmac areas adjacent to hangars.



Louis Armstrong New Orleans International Airport (MSY) Perimeter Road Box Culvert: Design and construction of (2) 22' x 11' double barrel Box Culverts which tie-in to a 2 - 8'x8' double barrel Box Culvert including 3.9 miles of roadway.



New Orleans Lakefront Airport (NEW) Terminal: New Orleans Lakefront Airport Terminal / Administration Building - Hurricane Repairs and Historic Restoration: FEMA Comprehensive Damage Report, Scope of Work Assessment, Cost Estimating, Architectural Design Drawings, and Construction Administration for the interior and exterior restoration of the Terminal Building to its original Art Deco Grandeur. The project involved the complete interior and exterior restoration, including restoration of artwork and sculpture, replacement of mechanical, lighting, sprinkler and fire alarm systems, and structural repairs.



East Baton Rouge Mosquito Abatement and Rodent Control Facilities at the Baton Rouge Airport (BTR): Building complex that includes: Aircraft Storage/Maintenance Hangar containing aircraft storage, office, aircraft washing, tool & parts storage, aircraft apron, and vehicle parking; Administration building containing office space, document storage rooms, shower and locker facilities, conference rooms, lunch/break room with kitchen, special digital data and electrical systems, special security systems, and biological/chemical laboratories (PCR and insect rearing capabilities); and Garage building containing vehicle and field equipment maintenance shop, truck and equipment storage, and climate controlled chemical storage.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cory Long, Planning Administrator, Brianna Hogge, Office Manager
cc: Ann Jones
Date: Tuesday, December 5, 2023
Re: Approve Rental Agreement between the City of Hattiesburg and R J Young Company for one (1) copier to be located in the Hattiesburg Planning Department in the amount not to exceed \$345.41 per month for 60 months and authorize the Mayor to execute the same.
File Number: 2023-884
Minute Book #

Summary

Rental Agreement between the City of Hattiesburg and R J Young for one (1) copier that will be located in the Hattiesburg Planning Department.

Recommendation Statement

Recommend approval of the attached Rental Agreement.

Please place this on the December 5, 2023 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Betsy Mercier, Director of Parks and Recreation
Date: Tuesday, December 5, 2023
Re: Approve Agreement with Landry Lewis Germany Architects, P.A., to provide architectural services related to restroom and exterior improvements at Tatum Park and authorize the Mayor to execute the same.
File Number: 2023-886
Minute Book #

Summary

Approve an agreement between the City of Hattiesburg and Landry Lewis Germany Architects, P.A., to provide architectural services related to restroom and exterior improvements at Tatum Park.

Recommendation Statement

I recommend approval of this agreement.

Please place this on the December 5, 2023 City Council meeting for consideration.



AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-Seventh day of November in the year Two Thousand Twenty-Three
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401
Telephone Number: 601-545-4500

and the Architect:
(Name, legal status, address and other information)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402
Telephone Number: 601-271-7711

for the following Project:
(Name, location and detailed description)

Restroom and Exterior Improvements
Tatum Park
Hattiesburg, Mississippi
CN 23-4030

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Upgrades to soccer pavilion at Tatum Park

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Flat Fee \$13,000.00

Senior Principal/Architect at a fixed rate of \$250.00 per hour

Principal/Architect at a fixed rate of \$225.00 per hour.

Project Manager at a fixed rate of \$200.00 per hour

Construction Administration at a fixed rate of \$200.00 per hour

Senior Drafting at a fixed rate of \$160.00 per hour

Drafting at a fixed rate of \$130.00 per hour

Clerical at a fixed rate of \$100.00 per hour

Consultants at cost.

Travel expenses at cost plus mileage at IRS current rates (62.5 cents per mile current).

The Owner shall pay the Architect an initial payment of Zero Dollars and Zero Cents (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Zero percent (00.00 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest from the date payment is due at the rate of One and one-half percent (1.50 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twenty-four (24) months of the date of this Agreement through no fault of the Architect.

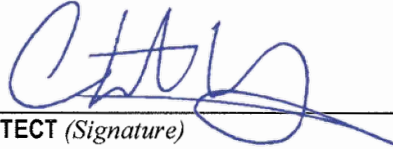
ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Toby Barker , Mayor
(Printed name and title)



ARCHITECT *(Signature)*

Christian J. Lanry , Vice-President
(Printed name, title, and license number, if required)

Init.

AIA Document B105 – 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:28:50 CT on 11/27/2023 under Order No.4104243790 which expires on 07/11/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1881887816)



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc: Ann Jones
Date: Tuesday, December 5, 2023
Re: Approve Advertising Sponsorship for the 2023 Mississippi/Alabama All-Star Football Game as outlined in the attached letter, in accordance with Mississippi 17-3-1, in an amount not to exceed \$25,000.00 and authorize issuance of manual check for the same.
File Number: 2023-864
Minute Book #

Summary

Approve and authorize advertising sponsorship for the 2023 Mississippi/Alabama All-Star Football Game as outlined in the attached letter, in accordance with Mississippi 17-3-1, in an amount not to exceed \$25,000.00 and issue manual check for the same.

Recommendation Statement

I recommend approval of this sponsorship.

Please place this on the December 5, 2023 City Council meeting for consideration.



Mississippi Association of Coaches

Post Office Box 1194, Clinton, Mississippi 39060-1194
600 East Northside Drive, Clinton, Mississippi 39056-3437
Telephone 601-924-3020 • Fax 601-924-3050

www.mscoaches.com

April 11, 2023

Dear Mayor Barker:

The Mississippi Association of Coaches (MAC), a 501(c)(3) organization, is asking for a \$25,000.00 sponsorship from the City of Hattiesburg to help host the Mississippi/Alabama All-Star Football Game. This All-Star Game will be played in December, 2023 in Hattiesburg, Mississippi on the campus of The University of Southern Mississippi. The MAC is proud to have chosen Hattiesburg to be the host city for the Mississippi/Alabama All-Star Football Game. This All-Star game has an estimated half million dollar impact to the local economy.

In return for a \$25,000.00 sponsorship, the MAC offers the City of Hattiesburg the following:

- Full page ad in the game program
- Announcements during the game that the City of Hattiesburg is a sponsor of the game
- Video Board commercials during the game
- Complimentary tickets
- Sideline and hospitality passes for the game

We feel that the support of the City of Hattiesburg is integral to the success of this event. The MAC hopes that this game will create memories for a lifetime for our coaches and players, as well as their families, friends and fans.

Sincerely,

A handwritten signature in black ink, appearing to read "Johnny Mims".

Johnny Mims
Executive Director

Mississippi Association of Coaches
Post Office Box 1194
Clinton, MS 39060-1194

Date: 11/15/2023
Invoice #: 111523
Terms:

BILL TO:

City of Hattiesburg

Attn: Ann Jones
annjones@hattiesburgms.com

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

	Sponsorship of 2023 Mississippi/Alabama All-Star Classic Football Game Saturday, December 16, 2023 M. M. Roberts Stadium, USM, Hattiesburg		\$25,000.00
--	---	--	-------------

Total: \$25,000.00

M.A.C. Tax ID# 64-0469955
THANK YOU!



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc: Betsy Mercier, Director of Parks and Recreation

Date: Tuesday, December 5, 2023

Re: Approve Agreement with Hattiesburg Youth Soccer Association to operate and promote soccer programs for Hattiesburg residents and authorize the Mayor to execute the same.
File Number: 2023-888
Minute Book #

Summary

Authorizing execution of HYSA agreement.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 5, 2023 City Council meeting for consideration.

AGREEMENT

THIS AGREEMENT is entered into by and between, the Hattiesburg Youth Soccer Association, A Mississippi non-profit corporation, hereinafter referred to as "HYSA" and the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter referred to as "City", for the purpose of evidencing their agreement of understanding concerning the development and promotion of Soccer Programs for Hattiesburg area residents, and as such HYSA and the City do hereby agree and obligate themselves as follow, to-wit:

I.

HYSA has a long standing relationship with the City and will continue to develop and promote Soccer Programs at all levels of play for Hattiesburg area residents for a period of one (1) year beginning on the 1st day of August 2023, and terminating on the 30th day of September 2024. HYSA shall have the right and responsibility to operate all aspects of the youth soccer program including, but not limited to, organization of league, games, practices, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters, soccer equipment, concessions, clinics, camps, tournaments and other related activities, duties and responsibilities.

HYSA shall provide to the City a written schedule before the start of its league play, games, practices, tournament, clinics, camps, and other related activities. The schedule(s) shall be inclusive of all scheduled dates and fields to be used for the 2023-2024 year and shall be provided to the City no later than one November 1, 2023.

This contract does not cover any tournament held for profit, fundraising, solicitation, etc.; should the league operate a tournament for profit facility reservation applications must be submitted.

Field reservation applications and contracts must be submitted in full at least thirty (30) days in advance. It shall be the responsibility of the Association to confirm potential postseason tournament dates with the City before bidding if use of any City facility or any maintenance for the particular post-season tournament will be required. All other tournaments, (sub-district, district, state, national, etc.) for which HYSA may bid to host shall be coordinated with the City. Program playing field specifications shall be provided to the City no less than two (2) weeks prior to the start of the program.

Leagues do not have the authority to grant use of any City facility or act as a third party booking agent.

II

City shall be responsible for maintaining Tatum Park Soccer Complex as described in Attachment I for providing seating and electricity. In addition, City shall be responsible for maintaining all aspects of the Tatum Park Soccer Complex in good condition and fields to game ready specifications, including but not limited to the following on an as needed basis: mow and maintain the grass in a healthy state through the use of water, sprinkler system, fertilization, overseeding, spraying for weeds, insect spraying, sanding to fill low areas, maintain proper grade of fields and maintaining good drainage for fields, lining fields for play, cleaning restrooms and facility areas including trash/garbage pickup, parking lots, roads, adequate lights, light poles, security, utilities, physical structures and related needs.

The City shall provide Twenty Thousand, Dollars (\$20,000.00) to be applied to the payment of referees, coaches, tournament expenses, equipment (may include items such as soccer balls, nets, goals, flags, etc), and to scholarship children who are residents of the city and who can't afford to pay full fee. The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by 30th day of September 2024. HYSA shall have first priority use of and access to all Tatum Park soccer fields and related facilities for practices, games, clinics, camps, tournaments, and related activities, except that City does reserve the right to use said facilities for other functions. City shall coordinate the scheduling of its functions with HYSA so as to prevent the scheduling of functions that are detrimental to HYSA's overall soccer program. See Attachment IIa for Policy on General Public Use of Facilities.

III.

HYSA does hereby obligate itself to comply with the policies of the City: That all soccer programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay full fees charged for participation in said programs; and that the City's nondiscrimination policy(Attachment Iib) shall be observed. See Attachment II for all pertinent City policies.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon ninety (90) days written notice of their intention to terminate this Agreement.

V.

HYSA does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the negligent or intentional tortious operation of the soccer program. The Liability Policy of the City is attached as Attachment Iie.

HYSA does hereby agree to appropriately acknowledge City's contribution to the Soccer Program in a public manner, through the use of such media that is appropriate. HYSA does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy(Attachments IId and Iie, respectively) adopted by the City Council.

VI.

HYSA does hereby obligate itself to comply with the Sports Participation Policy, which is attached as Attachment IIf.

Attachment I.

City of Hattiesburg - Ballfields Maintenance Policy
Tatum Park Soccer Complex

Includes:

1. Mow field on a regular basis
2. Clean restrooms and facility area
3. Fill low/soft spots
4. Groom synthetic turf
5. Dispose of field and complex trash receptacles
6. Paint field lines

The Parks and Recreation Department will set aside designated field closures for turf maintenance. These closures will be enforced and no program or participants will be granted the ability to use or reserve fields during this time. Cultural Practices will take place beginning the first Monday in December and fields will reopen at the first of the new calendar year. The City of Hattiesburg reserves the right to increase or decrease the amount and/or type of maintenance.

The Association holds certain maintenance responsibilities to preserve the integrity of the facility. These duties shall be carried out to the best of the associations ability with both parties acknowledging that Tatum Park, both soccer and other athletic fields and facilities, are open to the public year round.

Includes:

1. Fields must be left in a presentable condition with no garbage or litter on property.
2. *Move all goals and sandbags off of the playing surface after league games, tournaments, etc. for city maintenance to begin each week.*
3. Garbage cans in restrooms, concessions and under the pavilion shall be emptied and disposed of at the end of each practice, clinic, game, etc.
4. Lighting schedules must be submitted to Hattiesburg Parks and Recreation if they differ from season schedules. No manual override unless there is an approval from the Director of Parks and Recreation or Manager of Athletic Fields.
5. Report and sign out keys for the contracted season to only those qualified to be keyholders. Keys are not to be duplicated and distributed in any way.

Special attention shall be noticed when the City is not working scheduled events.

The decision to call games is a joint decision, however the City reserves the right to call any game for safety reasons or to prevent damage to the field.

Attachment II.
City Policies

General Public Use of Facility Policy

Facilities under lease, owned by the City of Hattiesburg, were funded by the citizens of Hattiesburg. The City does reserve the right to make its facilities available for other functions when not in use by organizations leasing City facilities.

The lease does not grant the Association automatic reservation authority to other entities for profit, entertainment, birthday celebrations, etc. All fields must be reserved for league play, tryouts, clinics, practice, etc. and can only be reserved through the City of Hattiesburg Parks and Recreation Department.

Attachment IIb.
Nondiscrimination Policy

The City of Hattiesburg does not discriminate on the basis of Color, Race, Creed, National Origin, Sex, or Religion not the basis of disabling conditions in the admission or access to services provided through its programs and activities.

Attachment IIc.
Liability Policy

There are inherent risks and recognized hazards associated with participating in sports and recreational activities. By participating in these programs, the participant assumes those risks and liabilities. The City of Hattiesburg assumes no liability nor does it afford medical coverage for injuries caused by participation of individuals, groups, teams, etc. in sports and recreational programs. Organizations shall maintain a minimum of \$500,000.00 general liability insurance and list the City of Hattiesburg as a certificate holder.

Attachment IId.

National Standards for Youth Sports Policy

These standards are endorsed and support by 26 National Agencies and Organizations

Standard #1 - Proper Sports Environment

Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

Standard #2 - Programs Based on the Well-Being of Children

Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

Standard #3 - Drug and Alcohol - Free Environment

Parents must encourage a drug and alcohol-free environment for their children.

Standard #4 - Part of a Child's Life

Parents must recognize that youth sports are only a small part of a child's life.

Standard #5 - Training

Parents must insist that coaches are trained and certified.

Standard #6 - Parents' Active Role

Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach and league administrator and/or caring parent.

Standard #7 - Positive Role Models

Parents must be a positive role model exhibiting sportsmanlike behavior at games, practices, and home, while also giving positive reinforcement to their child and support to their child's coaches.

Standard #8 - Parental Commitment

Parents must demonstrate their commitment to their child's youth sports experience by annually signing a parental code of ethics.

Standard #9 - Safe Playing Situation

Parents must insist on safe-playing facilities, healthful playing situation and proper first-aid applications, should the need arise.

Standard #10 - Equal Play Opportunity

Parents, coaches and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, or economic status of ability.

Standard #11 - Drug and Alcohol Free Adults

Parents must be drug and alcohol free at youth league sporting events.

Attachment IIe.

Coach Review Policy

Whereas, the City of Hattiesburg suggests the completion of a certification program for recreation sports coaches whereby the coaches are schooled in the psychology of coaching youth sports, maximizing performance, injury prevention, first aid, and emphasizes a drug and alcohol free environment for youth sports and recognizes the great influence youth coaches have on our youth.

Background check of every coach and employee is required.

Attachment II f.

Youth Sports Participation Policy

The Hattiesburg Parks and Recreation Department offers a diversified youth sports program designed to meet the recreation needs of the Hattiesburg area. The City's philosophy is to promote the development of strong character, good attitude, and a sense of responsibility and citizenship in participants, using recreation as a vehicle.

This philosophy, as important as it is, must be carried out primarily by volunteers, with support and guidance provided by the Parks and Recreation staff, underscoring the importance of recruiting the best volunteers available - people who can apply the City's philosophy for the good of the children involved.

Every sport sponsored by the Parks and Recreation Department is conducted on facilities provided and maintained by the City of Hattiesburg, funded in large part by the citizens of Hattiesburg. This policy necessitates a move toward more participation by every member of recreation league teams.

The City feels strongly that the sport programs offered to the children of Hattiesburg should be fun, educational, and developmental; and the only way to teach these values is for the children to participate a substantial amount of time in each competitive event. Every league within the City, without exception, will follow the below guidelines.

In all recreation leagues, registered participants shall play in the following sports a minimum of:
Soccer - half of the game time

Note: A manager or coach is not required to play a player who is ill, injured or is under reasonable disciplinary restrictions or for justifiable reasons, provided he informs the opposing coach and scorekeeper prior to the start of the game.

In order to assist the teams and coaches and to ensure maximum participation of all children, the number of members on a team should be limited as follows:

Soccer - No more than double the amount of the allowed players on the field. For example: a 6v6 age bracket team cannot host more than 12 team players; 11v11 age bracket team cannot host more than 22 players on the team. Should there be more players another team will be created to ensure playing time is met.

The limitation of players on teams may mean the addition of other divisions within leagues and the addition of multiple all-star teams within the league. This is viewed again as an opportunity to bring about additional participation for children within City recreation programs. In all-star competition, the number of children participating on each team may be increased according to the rules of the organization sponsoring the program.

Every league within the City of Hattiesburg must comply with and follow this policy and ensure that each coach and league official is familiar with and complies with this policy at all times. If a coach fails to play a child the minimum participation limit, the following sanctions will be imposed on said coach without exception:

1. The first offense will result in the coach receiving a letter or written reprimand from the governing board of the league. The child concerned will play the entire next game.
2. The second offense by the same coach will result in the coach being suspended from the league for the next week. The child concerned will play the entire next game.
3. The third offense by the same coach will result in expulsion of the coach from any City program in any and all capacities from a minimum of two (2) years.

4. If any coach fails to play any child as required in any league championship game or any play-off game affecting the league championship then that coach, no matter which offense, will be suspended from the league. He or she will be unable to participate in any postseason activities. The team that fails to have full participation by all players must forfeit the game.
5. If any coach fails to play any child as required herein in any all-star or tournament game, then that coach, no matter which offense, will be expelled from coaching in any City program in any and all capacities for a minimum of two (2) years.

The individual leagues will notify the Hattiesburg Parks and Recreation Department whenever it becomes necessary to take action against a coach for failure to comply with the participation policy.

Attachment III

Expenditure Worksheets

1. Supplies, Expenses and Related Purchases Worksheet
 - a. Program personnel shall complete the worksheet by listing the name of the vendor, date items purchased, invoice number, total of the invoice and a brief description of the items purchased. All invoices must be turned in with worksheets at the end of the program for accounting purposes.
2. Daily Program Timesheet
 - a. If officials, scorekeepers, or other program personnel are funded through monies provided by the City, daily accounting of these expenditures must be maintained. The daily timesheet must list the date the individual worked, their name, address, social security number, contact information, number of games or hours worked, total amount paid for a particular day/night and their signature.
3. Total Hours & Games Recap Sheet
 - a. This sheet is a recap of the daily timesheets. At the completion of the program, the timesheets for each individual should be totaled and entered on the recap sheet. The daily timesheets must accompany the recap sheets at the end of the program for accounting purposes.
 - b. If administrative personnel are paid with program support funded by the City of Hattiesburg, a listing of total salaries paid should also be included.
4. Revenue Gathered
 - a. Program personnel shall complete the worksheet detailing revenue including, but not limited to:
 - i. Registration Fee - Total Participants - Total Fees Collected
 - ii. Concessions Revenue - Documented Monthly
 - iii. Vendor Collections - Documented Monthly
5. If program personnel charge vendor fees for food trucks, wearing apparel, photography, entertainment, etc. 10% of the total fees collected shall be returned to the City of Hattiesburg Parks and Recreation Department with the completion of this report.
6. Tournament Collections
 - a. Tournament revenue should be documented by date. This report should include team or organization registration fees, umpire or referee fees, gate collections, etc.

Signature of agreement:

Michael Reed, Board President

Date

Kermas Eaton, City Clerk City of Hattiesburg

Date

Toby Barker, Mayor City of Hattiesburg

Date



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Betsy Mercier, Director of Parks and Recreation
Date: Tuesday, December 5, 2023
Re: Approve Agreement with Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg area residents and authorize the Mayor to execute the same.
File Number: 2023-889
Minute Book #

Summary

Authorize the Mayor to execute an agreement between the City of Hattiesburg and Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg area residents.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 5, 2023 City Council meeting for consideration.

State of Mississippi
County of Forrest

AGREEMENT

WHEREAS, the Hattiesburg Chapter of Little League Association hereinafter referred to as "Association" and the City of Hattiesburg, hereinafter referred to as "City", has entered into discussion with view of the Association developing and promoting Little League Youth and Senior Baseball programs for Hattiesburg residents. The parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. Hattiesburg Little League and City do hereby agree and obligate themselves as follows, to-wit:

I.

Association will hereby develop and promote youth and senior baseball for Hattiesburg area residents for a period of one (1) year beginning on the 1st day of February 2024, and terminating on the 31st day of September. Association shall be responsible for operation of the baseball program including, but not limited to organization of league, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters and other related duties and responsibilities. The spring program will operate March 1, 2024 thru August 30th, 2024.

Association and shall provide to the City a written practice and game schedule. The schedule(s) shall be inclusive of all scheduled dates and fields to be used for the 2024 year and shall be provided to the City no later than one November 1, 2023. Make-up game schedules shall be provided to the City no later than one (3) day prior to the scheduled make-up game. All recreation league regular ending tournament schedules shall be provided to the City no later than one (1) week prior to the start of the scheduled tournament.

All other concessions, tournaments, clinics and other money-making events will be covered by a separate agreement. It shall be the responsibility of the Association to confirm potential postseason tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than (4) weeks prior to the start of the program.

II.

City shall be responsible for maintaining the Vernon Dahmer Park Baseball Complex as described in Attachment I for providing seating and electricity.

Funding provided in the amount of eighteen thousand dollard (\$18,800) for the payment of officials and equipment and maintenance expenditures. The City of Hattiesburg shall provide fourteen thousand three hundred dollars (\$14,300); Forrest County shall provide four thousand have hundred dollars (\$4,500). The appropriate expenditure reports (Attachment III) shall be

completed and filed with the City by 30th day of September 2024.

The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Use of Facilities.

III.

Association does hereby obligate itself to comply with the policies of the City: That all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs; and that the City nondiscrimination policy (Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

Association does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The Liability Policy of the City is attached as Attachment IIe.

Association does hereby agree to appropriately acknowledge City contribution to the program in a public manner such as on ad boards, patches, and in all media.

Association does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy (Attachment IIc and IId, respectively) adopted by the City Council.

VI.

Association does hereby obligate itself to comply with the Sports Participation Policy that is attached as Attachment IIF.

Attachment I.

City of Hattiesburg - Ballfields Maintenance Policy

Includes:

1. Mow field on a regular basis
2. Clean restrooms and facility area
3. Wash bleachers and property as needed
4. Fill low/soft spots
5. Edge baseline, infield and other areas

6. Paint fields and foul lines

The Parks and Recreation Department will set aside designated field closures for turf maintenance. These closures will be enforced and no program or participants will be granted the ability to use or reserve fields during this time. Cultural practices and field closures will take place from November to December. The City of Hattiesburg reserves the right to increase or decrease the amount and/or type of maintenance.

The Association holds certain maintenance responsibilities to preserve the integrity of the facility.

Includes:

1. Fields must be left in a presentable condition with no garbage or litter on property.
2. Garbage cans in concessions pavilion shall be emptied and collected left outside of the concessions room door after each practice, clinic, game, tournament, etc.
3. Remove screens and place on the warning track in front of the dugout daily.
4. Report and sign out keys for the contracted season to only those qualified to be keyholders. Keys are not to be duplicated and distributed in any way.
5. Store and maintain field surface equipment (portable mound, bases, etc.) in a secure location daily.
6. Turn off lighting and lock gates after every practice, game, etc.

Special attention shall be noticed when the City is not working scheduled events.

The decision to call games is a joint decision, however the City reserves the right to call any game for safety reasons or to prevent damage to the field.

Attachment II.
City Policies

General Public Use of Facility Policy

Facilities under lease, owned by the City of Hattiesburg, were funded by the citizens of Hattiesburg. The City does reserve the right to make its facilities available for other functions when not in use by organizations leasing City facilities.

The lease does not grant the Association automatic reservation authority of the complex. All field reservations must be made through the City of Hattiesburg Parks and Recreation Department.

Attachment IIb.
Nondiscrimination Policy

The City of Hattiesburg does not discriminate on the basis of Color, Race, Creed, National Origin, Sex, or Religion not the basis of disabling conditions in the admission or access to services provided through its programs and activities.

Attachment IIc.
Liability Policy

There are inherent risks and recognized hazards associated with participating in sports and recreational activities. By participating in these programs, the participant assumes those risks and liabilities. The City of Hattiesburg assumes no liability nor does it afford medical coverage for injuries caused by participation of individuals, groups, teams, etc. in sports and recreational programs. Organizations shall maintain a minimum of \$500,000.00 general liability insurance and list the City of Hattiesburg as a certificate holder.

Attachment IId.

National Standards for Youth Sports Policy

These standards are endorsed and support by 26 National Agencies and Organizations

Standard #1 - Proper Sports Environment

Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

Standard #2 - Programs Based on the Well-Being of Children

Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

Standard #3 - Drug and Alcohol - Free Environment

Parents must encourage a drug and alcohol-free environment for their children.

Standard #4 - Part of a Child's Life

Parents must recognize that youth sports are only a small part of a child's life.

Standard #5 - Training

Parents must insist that coaches are trained and certified.

Standard #6 - Parents' Active Role

Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach and league administrator and/or caring parent.

Standard #7 - Positive Role Models

Parents must be a positive role model exhibiting sportsmanlike behavior at games, practices, and home, while also giving positive reinforcement to their child and support to their child's coaches.

Standard #8 - Parental Commitment

Parents must demonstrate their commitment to their child's youth sports experience by annually signing a parental code of ethics.

Standard #9 - Safe Playing Situation

Parents must insist on safe-playing facilities, healthful playing situation and proper first-aid applications, should the need arise.

Standard #10 - Equal Play Opportunity

Parents, coaches and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, or economic status of ability.

Standard #11 - Drug and Alcohol Free Adults

Parents must be drug and alcohol free at youth league sporting events.

Attachment IIe.

Coach Review Policy

Whereas, the City of Hattiesburg requires completion of a certification program for youth sports coaches whereby the coaches are schooled in the psychology of coaching youth sports, maximizing performance, injury prevention, first aid, and emphasizes a drug and alcohol free environment for youth sports and recognizes the great influence youth coaches have on our youth.

Attachment IIIf.

Youth Sports Participation Policy

The Hattiesburg Parks and Recreation Department offers a diversified youth sports program designed to meet the recreation needs of the Hattiesburg area. The City's philosophy is to promote the development of strong character, good attitude, and a sense of responsibility and citizenship in participants, using recreation as a vehicle.

This philosophy, as important as it is, must be carried out primarily by volunteers, with support and guidance provided by the Parks and Recreation staff, underscoring the importance of recruiting the best volunteers available - people who can apply the City's philosophy for the good of the children involved.

Every sport sponsored by the Parks and Recreation Department is conducted on facilities provided and maintained by the City of Hattiesburg, funded in large part by the

citizens of Hattiesburg. This policy necessitates a move toward more participation by every member of recreation league teams.

The City feels strongly that the sport programs offered to the children of Hattiesburg should be fun, educational, and developmental; and the only way to teach these values is for the children to participate a substantial amount of time in each competitive event. Every league within the City, without exception, will follow the below guidelines.

In all games, all registered participants shall play in the following sports a minimum of:
Baseball - 3 defensive outs and 1 at bat per game

Note: A manager or coach is not required to play a player who is ill, injured or is under reasonable disciplinary restrictions or for justifiable reasons, provided he informs the opposing coach and scorekeeper prior to the start of the game.

In order to assist the teams and coaches and to ensure maximum participation of all children, the number of members on a team should be limited as follows:
Baseball - 16 players

The limitation of players on teams may mean the addition of other divisions within leagues and the addition of multiple all-star teams within the league. This is viewed again as an opportunity to bring about additional participation for children within City recreation programs. In all-star competition, the number of children participating on each team may be increased according to the rules of the organization sponsoring the program.

Every league within the City of Hattiesburg must comply with and follow this policy and ensure that each coach and league official is familiar with and complies with this policy at all times. The individual leagues will notify the Hattiesburg Parks and Recreation Department whenever it becomes necessary to take action against a coach for failure to comply with the participation policy.

The purpose of a sports league is to ensure participation for all children within the City of Hattiesburg; the purpose of a participation policy is to ensure a sports league for all children of the City of Hattiesburg.

Attachment III

Expenditure Worksheets

1. Supplies, Expenses and Related Purchases Worksheet
 - a. Program personnel shall complete the worksheet by listing the name of the vendor, date items purchased, invoice number, total of the invoice and a brief description of the items purchased. All invoices must be

turned in with worksheets at the end of the program for accounting purposes.

2. Daily Program Timesheet

- a. If officials, scorekeepers, or other program personnel are funded through monies provided by the City, daily accounting of these expenditures must be maintained. The daily timesheet must list the date the individual worked, their name, address, social security number, contact information, number of games or hours worked, total amount paid for a particular day/night and their signature. The City will also accept completed copies of personnel's W-9 documentation.

3. Total Hours & Games Recap Sheet

- a. This sheet is a recap of the daily timesheets. At the completion of the program, the timesheets for each individual should be totaled and entered on the recap sheet. The daily timesheets must accompany the recap sheets at the end of the program for accounting purposes.
- b. If administrative personnel are paid with program support funded by the City of Hattiesburg, a listing of total salaries paid should also be included.

4. Revenue Gathered

- a. Program personnel shall complete the worksheet detailing revenue including, but not limited to:
 - i. Registration Fee - Total Participants - Total Fees Collected
 - ii. Concessions Revenue - Documented Monthly

5. Tournament Collections

- a. Tournament revenue should be documented by date. This report should include team or organization registration fees, umpire or referee fees, gate or parking collections, etc.

Signature of agreement:

Little League Baseball Director

Date

Kermas Eaton, City Clerk City of Hattiesburg

Date

Toby Barker, Mayor City of Hattiesburg

Date



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Betsy Mercier, Director of Parks and Recreation
Date: Tuesday, December 5, 2023
Re: Approve Agreement with Hattiesburg Arts Council to provide Art and Cultural programs for children and cultural opportunities for adults, seniors and persons with disabilities for Hattiesburg residents and authorize the Mayor to execute the same.
File Number: 2023-894
Minute Book #

Summary

Arts Council agreement.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 5, 2023 City Council meeting for consideration.

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the **Hattiesburg Arts Council**, formerly the **Hattiesburg Civic Arts Council**, hereinafter referred to as “**Council**” and the **City of Hattiesburg, Mississippi**, a municipal corporation, hereinafter referred to as “**City**”, has entered into discussion with view of **Council** providing art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities in the Hattiesburg area, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party.

Council and **City** do hereby agree and obligate themselves as follows, to-wit:

I.

Council will provide art for children and art and cultural opportunities for adults, seniors, and persons with disabilities program for residents of the Hattiesburg area, for a period beginning on the **1st day of October 2023** and termination on the **30th day of September 2024**. The council shall be responsible for operation of the art program including, but not limited to organization, obtaining instructors, supplies, and other related duties and responsibilities. See Program Synopsis attachment.

II.

City shall be responsible for providing space for this art program at the Hattiesburg Recreation Center, the C.E. Roy Center, and other venues as available, and providing to the **Council** an amount not to exceed **Twenty-Five Thousand Dollars (\$25,000.00)**, for the purpose of defraying a portion of the expenses incurred by the Council for the conduct of this program. The appropriate expenditure reports shall be completed and filed with the **City Clerk** by October 31, 2023.

III.

Council does hereby obligate itself to comply with the policies of the **City** that all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs. **The council** does further obligate itself, in the event availability of the program is limited due to the number of applicants, city residents must receive priority for acceptance in the program.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

City shall take possession of the old Hattiesburg American Building located at 825 North Main Street. City and Council agree to collaborate about future development of an art center for the purpose of providing cultural opportunities for Hattiesburg area residents. The city shall pay utilities, provide insurance, and seek funding for renovations to the building. The council shall use its staff, experience and expertise to develop a community art center in the approved area. The council may provide tours and host fundraising events for itself on mutually agreed upon dates where City staff is necessary for the execution of the event. Nothing in the agreement shall restrict the City from leasing portions of the property, giving tours, hosting events or renting space for events.

WITNESS OUR SIGNATURES, on duplicate originals, on this, the _____ day of

_____, A.D., _____.

HATTIESBURG ARTS COUNCIL
(formerly the - **HATTIESBURG CIVIC**
ARTS COUNCIL)

Alejandro Wooten , DIRECTOR

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

ATTEST:

CITY CLERK

(S E A L)



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, December 5, 2023
Re: Approve the State holiday schedule as the City's holidays for the fiscal year 2023-2024 in accordance with Ms Code 3-3-7, per attached list.
File Number: 2023-897
Minute Book #

Summary

Approval of State holiday schedule 2023-2024.

Recommendation Statement

i recommend approval of this item.

Please place this on the December 5, 2023 City Council meeting for consideration.

Christmas	1 day	Monday	December 25, 2023***
New Year's Day	1 day	Monday	January 1, 2024***
Martin Luther King, Jr.	1 day	Monday	January 15, 2024
President's Day	1 day	Monday	February 19, 2024
Good Friday	1 day	Friday	March 29, 2024
Memorial Day	1 day	Monday	May 27, 2024
Independence Day	1 day	Thursday	July 4, 2024
Labor Day	1 day	Monday	September 2, 2024

Additional holidays proclaimed by the Governor for Thanksgiving, Christmas and New Year's.

Additional days proclaimed by the Governor for any other holidays may be granted by the City Council approval.

*****To be proclaimed by the Governor.**



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Adam Moore, Grants Coordinator
cc: Ann Jones
Date: Tuesday, December 5, 2023
Re: **Accept grant award from the Mississippi Emergency Management Agency 2020 Hazard Mitigation Grant Program** in the amount of \$155,911.00 (\$116,933.26 federal match and \$38,977.75 local match), Approve Agreement and authorize the Mayor to execute the same.
File Number: 2023-867
Minute Book #

Summary

2020 MEMA Hazard Mitigation Grant Program

Recommendation Statement

I recommend the acknowledgment of receipt of grant award from the Mississippi Emergency Management Agency 2020 Hazard Mitigation Grant Program (Project DR-4429-0036-R), in the amount of \$116,933.26 to fund an acquisition project in the total amount of \$155,911.01 (\$116,933.26 federal/\$38,977.75 local match) to purchase and demolish a repetitive loss property and convert the lot into open space. Authorize the Mayor to execute attached document.

Please place this on the December 5, 2023 City Council meeting for consideration.

**Mississippi Emergency Management Agency
P.O. Box 5644
Pearl, MS 39208**

Nov 15, 2023

**Adam Moore, Grant Coordinator
Hattiesburg, City of
Hattiesburg, MS 39403**

RE: Hattiesburg, City of 4429-36

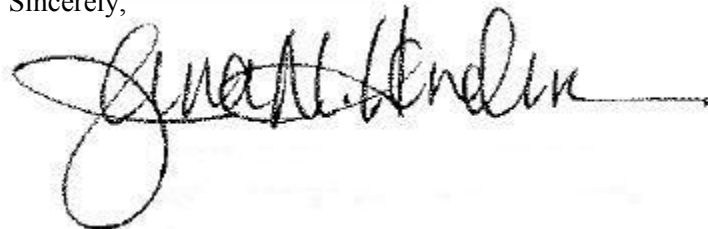
We are pleased to inform you that the above referenced Hazard Mitigation Grant has been approved and funded as indicated on the attached Hazard Mitigation Grant Program Agreement. The Hazard Mitigation Grant Program agreement should be signed and returned to this office prior to commencing any activities under your grant.

The following conditions are applicable to this grant:

1. A quarterly report detailing all project activities during the quarter must be submitted within 15 days after the end of each calendar quarter.
2. Any change in the scope of work, period of performance or budget must be requested in writing and have prior approval by MEMA and FEMA.
3. Reimbursement request of eligible cost should be submitted through MitigationMS.org and include copies of all invoices and receipts.
4. Staff from this office will meet with you prior to commencing work to discuss project and financial documentation and reporting requirements.

If you have questions concerning this matter, please contact your district Mitigation Grants Specialist or call 601-933-6884.

Sincerely,

A handwritten signature in black ink, appearing to read "Jana N. Henderson", with a long horizontal flourish extending to the right.

Jana N. Henderson, SHMO
Director, Mitigation Grants Bureau
Office of Mitigation

HAZARD MITIGATION GRANT PROGRAM AGREEMENT

Under this Agreement, the interests and responsibilities of the Recipient, herein after referred to as the State, will be executed by the Mississippi Emergency Management Agency. The individual designated to represent the State Stephen C. McCraney Governor's Authorized Representative (GAR). The Sub-recipient to this Agreement is Hattiesburg, City of. The interests and responsibilities of the Sub-recipient will be executed by the Sub-recipient's designated applicant's agent.

Pursuant to the Hazard Mitigation Grant 4429-36 (FEMA Project Number), funds in the amount of \$116,933.25 are hereby awarded to the Sub-recipient as stated below under the following conditions:

Approved Total Project Cost:	\$	<u>\$155,911.00</u>	
Federal Cost Share:	\$	<u>\$116,933.25</u>	<u>75.00%</u>
State Cost Share:	\$	<u>\$0.00</u>	<u>0.00%</u>
Local Cost Share:	\$	<u>\$38,977.75</u>	<u>25.00%</u>

The Sub-recipient agrees and understands that:

1. He/She has legal authority to apply for assistance on behalf of the Sub-recipient.
2. The Sub-recipient will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Sub-recipient will use disaster assistance funds solely for the purposes for which these funds are provided and as approved by the Governor's Authorized Representative. Allowable costs shall be determined in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44 CFR § 206 and 44 CFR Part 13.
4. The payments for approved projects will be on an eligible cost reimbursement basis and subject to receipt and approval of invoices.
5. The Sub-recipient is aware that limited funding available for mitigation requires cost sharing, and that the Sub-recipient is required to provide the full non-federal share for such mitigation activities.
6. The Sub-recipient will establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting

standards or as directed by the Governor's Authorized Representative.

7. The local cost share funding will be available within the specified time.
8. The Sub-recipient will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
9. The Sub-recipient will return to the state, within 15 days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Sub-recipient.
10. The Sub-recipient will comply with all applicable codes and standards as pertains to this project and agree to provide maintenance as appropriate.
11. The Sub-recipient will comply with all applicable provisions of federal and state laws and regulations regarding procurement of goods and services.
12. The Sub-recipient will comply with all federal and state statutes and regulations relating to non-discrimination. The Sub-recipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Sub-recipient actions pursuant to this Agreement.
13. The Sub-recipient will comply with provisions of the Hatch Act limiting the political activities of public employees.
14. The Sub-recipient will comply, as applicable, with provisions of the Davis Bacon Act relating to labor standards.
15. The Sub-recipient will comply with the National Flood Insurance Program and the community's flood protection ordinance.
16. The Sub-recipient will not enter into cost-plus-percentage-of-cost contracts for completion of Hazard Mitigation Grant projects.
17. The Sub-recipient will not enter into any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.
18. The Sub-recipient will provide the Recipient copies of audit reports that include funds provided under this agreement.
19. The Sub-recipient agrees that the disaster relief project contained in this Agreement will be completed by January 18, 2024. Completion dates may be extended upon justification by the Sub-recipient and approval by the Governor's Authorized Representative and the Federal

Emergency Management Agency.

20. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

If the Sub-recipient violates any of the conditions of this Agreement, or applicable federal and state regulations; the State shall notify the Sub-recipient that financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Sub-recipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

The undersigned does hereby agree with all terms and conditions of this agreement.

Stephen C. McCraney
Governor's Authorized Representative

Sub-Recipient's Authorized Representative

Date

Date



U.S. Department of Homeland Security
Region 4
3005 Chamblee Tucker Road
Atlanta Georgia 30341

FEMA

November 3, 2023

Mr. Stephen McCraney, Executive Director
Mississippi Emergency Management Agency
Post Office Box 5644
Pearl, MS 39288

Attention: Ms. Jana Henderson
State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP)
Project DR-4429-0036-R
City of Hattiesburg – 2020 Acquisition Project

Dear Mr. McCraney,

We are pleased to inform you that the project referenced above has been approved for \$155,911.01 with a federal share of \$116,933.26 (75%) and a non-federal share of \$38,977.75 (25%) to be paid by the City of Hattiesburg.

The following is the approved Scope of Work (SOW) for the project:

The City of Hattiesburg will acquire one residential repetitive loss property, demolish the structure within 90 days of closing. The property will be deed restricted in accordance with 44 CFR §80.17 (e) and returned to open space in perpetuity. And land use change from open space in perpetuity will require written notice and approval from the Region 4 Regional Administrator prior to enacting any change or modification in and use, per 44 CFR §80.19.

Project Site Locations:

402 North 21st Ave.,
Hattiesburg, MS 39401
(31.330642, -89.322459)

The National Environmental Policy Act (NEPA) stipulates those additions or amendments to a HMGP subrecipient SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process. After a review of the proposed project and its environment, and provided that the conditions listed below are met, it was determined that no extraordinary circumstances, as defined in FEMA Directive 108-1, exist regarding this proposed project.

Special Conditions:

NHPA CONDITION: If human remains or intact archaeological features or deposits (e.g. arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the

applicant. The applicant shall contact the Mississippi Department of Archives History and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Mississippi Code, Section 39-7-33.

NHPA CONDITION: Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.

RCRA Condition: Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

RCRA CONDITION: If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the applicant must comply with all federal, state and local abatement and disposal requirements. Upon closeout, the applicant must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any ACM were taken to an authorized landfill for such materials.

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Quarterly Progress Reporting:

Per 44 CFR 206.438(c), recipients must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report should also include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions. Please include this HMGP project in your future quarterly reports.

Scope of Work Changes:

The recipient must obtain prior approval from FEMA before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR 200:

- The Recipient must obtain prior written approval for any budget revision which would result in a need for additional funds.
- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- The Recipient must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.

Period of Performance:

FEMA does not establish activity completion timeframes for individual subawards. Recipients are responsible for ensuring that all approved activities are completed by the end of the grant Period of Performance (POP). The POP for DR-4429 is January 24, 2024. Any extensions of the grant POP must be submitted to FEMA 60 days prior to the expiration date.

Project Closure:

In accordance with 44 CFR, Section 206.438(d) the Governor's Authorized Representative (GAR) is required to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement." Therefore, to close this project, the GAR shall send a letter requesting closure to include the above certifications, as well as the following:

- Date work on the project was fully completed
- Date of the recipient's final site inspection for the project
- Total final project cost, with the Federal and Non-Federal share
- Identified cost underrun (Fed and non-Fed share) as applicable
- Documentation that any conditions of the grant have been complied with, to include programmatic, environmental, and/or other conditions as identified in the award letter or Record of Environmental Consideration (REC)
- A copy of the Grantee's final site inspection report will be enclosed with the closeout request letter.
- Signed and dated copies of the open space deed restrictions.

The obligation report and REC are included for your records. The obligated funds are available for withdrawal from the **Payment Management System** on sub-account number **4429DRMSP000000365**.

If you have any questions, please contact Jenifer Holderman at (202) 374-9159.

Sincerely,

**SHEMEEKA
H JOHNSON**

Digitally signed by
SHEMEEKA H JOHNSON
Date: 2023.11.06
09:51:11 -05'00'

Shemeeka H. Johnson, Chief
Disaster Implementation Branch
Mitigation Division

Enclosures:

Obligation Report Supplemental No 51
Record of Environmental Consideration

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4429	36 -R	0	36	1	51	MS	Statewide

Subrecipient: Hattiesburg

Project Title : City of Hattiesburg - 2020 Acquisition Project

Subrecipient FIPS Code: 035-31020

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$116,933.26	\$116,933.26	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$116,933.26	\$0.00	\$116,933.26	10/11/2023	Accept	2024

Comments

Date: 10/11/2023 User Id: JHOLDERM

Comment: 4429DR 1.18.2024 #0036 City of Hattiesburg (Forrest County expires 4.12.2025) Acquisition \$116,933.26 On the November 2023 Spend Plan HMO approved

Date: 10/11/2023 User Id: DBURKETT

Comment: 4429-0036-R-DR-MS-HM Hattiesburg Grant POP 1/18/2024 Application 36 City of Hattiesburg 2020 Acquisition Project Allocation included in the October spend plan Federal share \$116,933.26 Supplement 51 approved HMO

Authorization

Preparer Name: JENIFER HOLDERMAN

Preparation Date: 10/11/2023

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 10/11/2023

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4429-0036-MS [4429-0036]

Title: City of Hattiesburg Acquisition and Demolition

NEPA DETERMINATION

Non Compliant Flag: No EA Draft Date: EA Final Date:
 EA Public Notice Date: EA Fonsi Level: CATEX
 EIS Notice of Intent EIS ROD Date:

Comment SOW: City of Hattiesburg, Forrest County, MS. Acquire, demolish, and turn into green space at 402 N. 21st Ave. Hattiesburg, MS 39401(31.330642, -89.322459).

- vyin - 08/03/2023 14:24:16 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n3	(*n3) Federal Assistance for Property Acquisition and Demolition. Federal assistance for the acquisition of properties and the associated demolition and removal when the acquisition is from a willing seller, the assistance is solely for the purposes of financial compensation for the acquisition, and the land is deed restricted to open space, recreational, wildlife habitat, or wetland uses in perpetuity. The CATEX does not apply to subsurface uses of acquired properties, or acquired properties with encumbrances or easements authorizing current or future subsurface uses that are not allowable and compatible with open space. This CATEX covers actions associated with the determination of program eligibility. This CATEX does not cover Federal assistance actions that involve acquisition for the purpose of construction or development at a site in the acquired property. The use of eminent domain is explicitly excluded from the CATEX.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4429-0036-MS [4429-0036]

Title: City of Hattiesburg Acquisition and Demolition

Environmental Law/ Executive Order	Status	Description	Comment
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	EO 11988: The project is located within an Unshaded X zone per Forrest County flood insurance rate map (FIRM) panel number # 28035C0104D dated 03/02/2010 - vyin - 08/03/2023 14:26:28 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO 11990: Project is not located in wetlands per review of USFWS National Wetlands Inventory (NWI) mapper, accessed 03/11/2021. - vyin - 08/03/2023 14:26:44 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	EO 12898: FEMA has determined that the following types of activities have limited or no potential to affect minority or low-income populations and FEMA has no further EO 12898 responsibilities with regards to them. - vyin - 08/03/2023 14:27:00 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Per review of Mississippi USFWS website listing of threatened and endangered species for Forrest County, accessed 03/11/2021. - vyin - 08/03/2023 14:25:08 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement (enter date in comments).	NHPA: Per the executed Programmatic Agreement for Mississippi, executed September 15, 2016, and amended (2) August 25, 2022, the project required

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4429-0036-MS [4429-0036]

Title: City of Hattiesburg Acquisition and Demolition

Environmental Law/
Executive Order

Status

Description

Comment

consultation resulting in No Adverse Effect to Historic Properties. Consultation was sent to SHPO, Alabama-Quassarte Tribal Town, Choctaw Nation of OK, Jena Band of Choctaw Indians, Kialegee Tribal Town, Mississippi Band of Choctaw Indians, Seminole Nation of OK, Seminole Tribe of FL, and Tunica Biloxi Tribe of LA on 09/09/2021. Choctaw Nation of OK response was received on 10/08/2021. SHPO response was received on 03/14/2023. See conditions. - drausch1 - 08/03/2023 13:58:59 GMT

Completed Historic Buildings and Structures

Completed Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review

Completed Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached)

Completed No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence attached) - Review concluded

Completed Archeological Resources

Completed Project affects undisturbed ground

Completed Project area has potential for presence of archeological resources

Completed Determination of historic properties affected

Completed NR eligible resources present in project area. (FEMA finding/ SHPO/THPO concurrence attached)

Completed No Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence attached) - Review concluded

Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Completed Review concluded

RCRA: See Condition. - vyin - 08/03/2023 14:28:46 GMT

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4429-0036-MS [4429-0036]

Title: City of Hattiesburg Acquisition and Demolition

Environmental Law/ Executive Order	Status	Description	Comment
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

NHPA CONDITION: If human remains or intact archaeological features or deposits (e.g. arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the Mississippi Department of Archives History and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Mississippi Code, Section 39-7-33.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: No

NHPA CONDITION: Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: No

RCRA Condition: Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Monitoring Required: No

RCRA CONDITION: If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the applicant must comply with all federal, state and local abatement and disposal requirements. Upon closeout, the applicant must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any ACM were taken to an authorized landfill for such materials.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Russell Archer
Date: Tuesday, December 5, 2023
Re: Ratify and confirm the Mayor's appointment of Amy Sproles Smith to the Hattiesburg Historic Conservation Commission to fill the unexpired term of Terri Bell, for a term beginning December 5, 2023, and ending November 16, 2024.
File Number: 2023-896
Minute Book #

Summary

Appointmet of Amy Sproles Smith to Historic Conservation Commission.

Recommendation Statement

I recommend ratifying and confirming this item.

Please place this on the December 5, 2023 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Historic Conservation Commission

TERM OF OFFICE: _____ PERIOD: 12/5/2023 –
11/16/2024 REPLACES: Terri Bell

TERM EXPIRED: _____ OR RESIGNED: _____ Letter
attached _____ DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S

BOND? YES _____ NO X

NAME OF PROPOSED APPOINTEE: Amy Sproles Smith

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

ADDRESS: _____

_____ HOME PHONE NUMBER: _____ WARD: _____

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: _____ DATE: _____

TO BE CONTACTED BY: Russell Archer

DATE CONTACTED: _____ AGREED TO SERVE: _____ X



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cory Long, Planning Administrator, Nathan Satcher, Planner II

cc: Ann Jones

Date: Tuesday, December 5, 2023

Re: Acknowledge receipt of a request filed by Douglas Miller to appeal a decision by the Hattiesburg Planning Commission. The appeal is regarding the decision of the Director of Urban Development for a use designation for an entity as a "Group Care Facility." The Planning Commission recommended upholding the director's decision on November 15th, 2023. Set a public hearing before the City Council on January 2, 2023, at 4:00 p.m. and authorize publication of public notice for the hearing.
File Number: 2023-881
Minute Book #

Summary

Acknowledge receipt of a request filed by Douglas Miller to appeal a decision by the Hattiesburg Planning Commission. The appeal is regarding the decision of the Director of Urban Development for a use designation for an entity as a "Group Care Facility." The Planning Commission recommended upholding the director's decision on November 15th, 2023. Set a public hearing before the City Council on January 2, 2023, at 4:00 p.m. and authorize publication of public notice for the hearing.

Recommendation Statement

Please place this on the December 5, 2023 City Council meeting for consideration.

Douglas E. Miller, PLLC

Attorney at Law

804 Main Street
P. O. Box 1616
Purvis, MS 39475

Phone: 601-794-6100

Fax: 601-794-6107

E-mail: Douglasmillerlaw@gmail.com

November 21, 2023

Kermas Eaton
Director of Administration/City Clerk

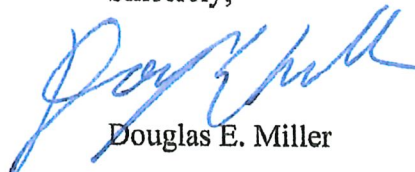
Wiley Quinn
Director of Urban Development

Re: Lighthouse Rescue Mission, Inc.
408 Broadway Drive
Hattiesburg, MS

Dear Sirs;

Please find enclosed our request to appeal the Planning Commission recommendation of the Designation of Lighthouse Rescue Mission, Inc. as a Group Care Home. If you need any further information, please contact me.

Sincerely,



Douglas E. Miller



URBAN DEVELOPMENT PLANNING DIVISION

RECEIVED
NOV 22 2023
BY: *[Signature]*

REQUEST TO APPEAL PLANNING COMMISSION RECOMMENDATION

Today's Date:	November 21, 2023
Planning Commission Meeting Date:	November 15, 2023 <i>(Appeals must be made within ten consecutive days of the recommendation)</i>
Name of Property Owner/Petitioner:	Kenneth Thronson
Name of Person Requesting Appeal Hearing:	Douglas E. Miller
Mailing Address of Person Requesting Appeal Hearing:	Post Office Box 1616, Purvis MS 39475
Address of Petitioned Property:	408 Broadway Drive, Hattiesburg, MS
Petitioner's Request of the Planning Commission:	Appeal the Designation of Lighthouse Rescue Mission, Inc. as a Group Care Home
Planning Commission's Recommendation:	Approve ☐ or Deny ☒

I hereby APPEAL the Planning Commission Recommendation for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.

[Signature]
Appellant (signature)
Douglas E. Miller

Send to:
Kemas Eaton, Director of Administration/City
Clerk

Copy to:
Wiley Quinn, Director of Urban Development

P.O. Box 1898
Hattiesburg, MS 39403
601.545.4591

Douglas E. Miller, PLLC

Attorney at Law

804 Main Street
P. O. Box 1616
Purvis, MS 39475

Phone: 601-794-6100

Fax: 601-794-6107

E-mail: Douglasmillerlaw@gmail.com

September 25, 2023

Re: Lighthouse Rescue Mission, Inc.
Rehabilitation Facility-
408 Broadway
Hattiesburg, MS

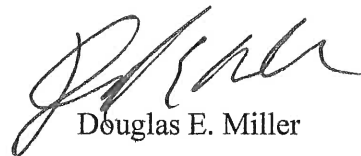
Wiley Quinn
Director of Urban Development
Department of Urban Development
P. O. Box 1898
Hattiesburg, MS 39403

Lighthouse Rescue Mission, Inc, requests an appeal of the Designation of Group Care Facility.

The Hattiesburg Land Development Code would allow a Rehabilitation Facility in the currently zoned B-5. If you consider the NAICS Rehabilitation Facility, you will find Residential Mental Health and Substance Abuse Facilities (NAICS 623220) which I would submit is what Lighthouse Rescue Mission, Inc. is.

According to NAICS 623220 Residential Mental Health and Substance Abuse Facilities are primarily engaged in providing residential care and treatment for patients with mental health and substance abuse illnesses. These establishments provide room, board, supervision, and counseling services. Although medical services may be available at these establishments, they are incidental to the counseling, mental rehabilitation and supportive services offered. These establishments generally provide a wide range of social services in addition to counseling. Examples offered are Alcoholism or drug addiction rehabilitation facilities (except licensed hospitals).

Please accept this as a request for an appeal for the designation of Lighthouse Rescue Mission, Inc. as a Group Care Facility. If I can provide any further information, please contact me. Thank you for your consideration in this matter.



Douglas E. Miller



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, December 5, 2023
Re: Acknowledge receipt of Release of Fuel Facility located at Bobby L. Chain Municipal Airport to the City of Hattiesburg from Rebel Aviation, LLC, and Hattiesburg Hanger Association, Inc., as per attached documents.
File Number: 2023-895
Minute Book #

Summary

Release of fuel facility at Bobby Chain Airport to the City of Hattiesburg from Rebel Aviation and Hattiesburg Hanger Association in connection with a 1982 lease agreement for aviation-related purposes (Fuel Facility).

Recommendation Statement

I recommend that this item be acknowledged and recorded.

Please place this on the December 5, 2023 City Council meeting for consideration.

Prepared by, record and return to:

Pope & Pope, P.A.

P. O. Box 17527

Hattiesburg, MS 39402

601-268-9997

Indexing Instructions: NE ¼ of the NW ¼, Section 36, T4N, R13W, Forrest County, Mississippi
--

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE OF FUEL FACILITY

WHEREAS, the City of Hattiesburg, Mississippi, as Lessor ("the City") and Hattiesburg Coca-Cola Bottling Company, Inc., as Lessee, heretofore entered into a Lease Agreement on May 12, 1982 (as amended, the "Lease Agreement") for leasing for aviation-related activities of certain property described therein containing 0.74 acres which is located in the Northeast Quarter of the Northwest Quarter of Section 36, Township 4 North, Range 13 West, Forrest County, Mississippi ("Original Leased Premises") and constitutes part of the Bobby L. Chain Municipal Airport; and

WHEREAS, an Addendum and Amendment to Lease Agreement was entered into by and between the City and Hattiesburg Coca-Cola Bottling Company in April of 1995 which provided for the lease of an additional parcel of 0.23 acres under the Lease Agreement ("fuel facility site") and authorized the establishment thereon of a fuel bulk storage facility and refueling system ("fuel facility"), which Addendum and Amendment contained therein confirmation that The 1906

Corporation was the successor corporation to Hattiesburg Coca-Cola Bottling Company as Lessee; and

WHEREAS, The 1906 Company as successor in interest to the Hattiesburg Coca-Cola Bottling Company, Inc., has been dissolved and liquidated and the former stockholders thereof who acquired the interest of The 1906 company, all executed a Quitclaim Deed on April 16, 2007, conveying to Chain Electric Company, a Mississippi corporation, and Roberts Company, Inc. all of the right, title and interest in and to the Lease Agreement; and

WHEREAS, Hattiesburg Hangar Association, LLC, a Mississippi limited liability company, the current Lessee under the Lease Agreement with the City, subleased the fuel facility site to Chain Electric Company, which subsequently assigned its rights under the sublease to Chainco Two, LLC, and Chainco Two, LLC subsequently assigned its rights under the sublease to Rebel Aviation, LLC; and

WHEREAS, the aforementioned 0.23 acre fuel facility site is more particularly described on Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, the current sublessee of the fuel facility site is Rebel Aviation, LLC, of which Bennett V. York is Manager; that the members of Hattiesburg Hangar Association, LLC, are Rebel Aviation, LLC and Roberts Company, Inc.; and that Hattiesburg Hangar Association, LLC has no interest in maintaining the portion of the Lease Agreement on the fuel facility site.

NOW, THEREFORE, Hattiesburg Hangar Association, LLC, as Lessee, and Rebel Aviation, LLC, as sublessee, do hereby release from the Lease Agreement the fuel facility site, only, which fuel facility site is described in Exhibit "A" attached hereto and made a part hereof; but Hattiesburg Hangar Association, Inc. does not release from the Lease Agreement the Original Leased Premises or any of its rights, title and interests under the Lease Agreement except as to the fuel facility site.

HATTIESBURG HANGAR ASSOCIATION, LLC

By: Rebel Aviation, LLC, Member

By: York Aviation, LLC, Member

By: _____

Bennett V. York, Manager

By: Roberts Company, Inc., Member

By: _____

Name: _____

Title: _____

REBEL AVIATION, LLC

By: York Aviation, LLC, Member

By: _____

Bennett V. York, Manager

STATE OF MISSISSIPPI

COUNTY OF Lamar

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 24 day of May, 2023, within my jurisdiction, the within named Bennett V. York, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity(ies), and that by his signature on the instrument, and as the act and deed of the entity(ies) upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.



Barbara W. Wilson

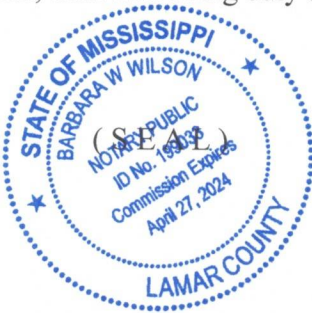
NOTARY PUBLIC

My commission expires: 4-27-24

STATE OF MISSISSIPPI

COUNTY OF Lamar

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 25th day of May, 2023, within my jurisdiction, the within named Forrest Roberts, who acknowledged to me that he is the CEO of Roberts Company, Inc., a Mississippi corporation and Member of Hattiesburg Hangar Association, LLC, a Mississippi limited liability company, and that for and on behalf of said corporation as Member of said limited liability company, and as the act and deed of said corporation as Member of said limited liability company, and as the act and deed of said limited liability company, he signed, executed, and delivered the above and foregoing instrument, after first being duly authorized by said corporation and said limited liability company so to do.



Barbara W. Wilson

NOTARY PUBLIC

My commission expires: _____

Exhibit "A"

Commencing at the Northwest corner of the SW1/4 of the NE1/4 of Section 36, Township 4 North, Range 13 West, Forrest County, Mississippi; and thence run North 103.7 feet, thence run North 78 degrees East 150 feet, thence run North 54 degrees 30 minutes East 328 feet, thence run South 35 degrees 50 minutes East 20 feet to and for a point of beginning; thence continue South 35 degrees 50 minutes East 100 feet, thence run North 54 degrees 30 minutes East 100 feet, thence run North 35 degrees 50 minutes West 100 feet, thence run South 54 degrees 30 minutes West 100 feet to the point of beginning, said parcel contains 0.23 acres.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc:
Date: Tuesday, December 5, 2023
Re: Acknowledge receipt of the two quote docket for the period of October 25, 2023 through November 27, 2023.
File Number: 2023-878
Minute Book #

Summary

Recommendation Statement

Please place this on the December 5, 2023 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
PUCKETT RENTS THOMPSON MACHINERY	2400519	\$ 18,000.00	FORKLIFT
		\$ 19,000.00	
OTTO ENVIRONMENTAL SYSTEMS SCHAEFER PLASTICS NORTH AMERICA LLC OTTO ENVIRONMENTAL SYSTEMS	2400553	\$ 33,743.00	GARBAGE CANS-ACCESSORIES
		\$ 35,415.00	
		\$ 40,815.00	
ROOSEVELT JACKSON III WEBBS PAINT COMPANY	2400711	\$ 5,675.00	PRESSURE WASH/PAINT
		\$ 8,600.00	
EMERGENCY EQUIPMENT PROFESSIONAL INC JLH SALES LLC	2400880	\$ 7,828.00	EQUIPMENT INSTALL FOR 2 UNITS
		\$ 12,957.00	

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2400519

ITEM FORKLIFT

BID #1

WINNING BID

COMPANY PUCKETT RENTS

BID

AMOUNT \$18,000.00

BID #2

COMPANY THOMPSON MACHINERY

BID

AMOUNT \$19,000.00

BID #3

COMPANY _____

BID

AMOUNT _____

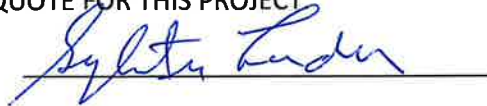
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1011
900 James St
Hattiesburg, MS 39401

Vendor 3987
PUCKETT RENTS
7128 US HIGHWAY 49 N
HATTIESBURG, MS 39402-9374

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02400519**
Purchase Order Date **10/30/2023**
Department **WATER PLANT DIVISION**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	CHRIS.BARNES@PUCKETTRENTS.COM	3987	2400540	Rob Waggoner	

NOTES

TWO QUOTE: FORKLIFT, WATER/SEWER DEPT MB# PENDING
Please send invoice to rwaggoner@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2014 CAT P5000 FORKLIFT GL #: 009672 - 739900	1.0000	EACH	\$18,000.0000	\$18,000.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$18,000.00

Purchase Order Total \$18,000.00

Date: October 17, 2023

3

We are pleased to make the following proposal for your consideration. The machine includes all standard equipment, plus the optional attachments listed below. Any changes in equipment configuration will affect the quotation price.

Quote Prepared For: City of Hattiesburg

Prepared By: **CHRIS BARNES**

Attention:

Cell Phone #: (601) 310-7749

Important: Deviation from specifications quoted

One Cat Including : **2014 CAT P5000**
NR1098 SN: AT3540590

\$ **18,000.00**

NOTES: **5059 hours**

Standard Warranty:
Extended Warranty:

PROPOSED SALE PRICE \$ 18,000.00

Trade-in Allowance

Trade Ins:

Make Model:
Year: S/N:

Down Payment

ADJUSTED SELLING PRICE \$18,000.00

Approximate Trade-In Payoff *

Sales Tax **0.00**

Total Sale Amount \$18,000.00

Document Fee Added

Total Financed Amount \$18,000.00

Payment Quote			
Term	Rate	Payment	
12	7.99%	\$1,565.71	
24	7.99%	\$814.01	
36	7.99%	\$563.97	
48	7.99%	\$439.35	
60	7.99%	\$364.89	

Cash Price

Delivery Date: 1-2 Days

Warranty: Standard Manufacturers warranty applies unless otherwise stated.

Prices are firm for 30 days from the date of this proposal.

Applicable Sales Tax will be in addition to prices quoted. This quotation is subject to the terms and conditions on the order unless otherwise stated. All quoted prices are subject to change without notice, and those in effect on dates of shipment shall prevail.

Delivery can be made within _____ days of receipt of written purchase order, subject to strikes, acts of God, actions of the government or other causes beyond our control

* Payoff on Trade In is an approximate figure. Actual payoff will be calculated at time of Sale.

Customer's Signature

Chris Barnes 10/27/23

P O #





October 26, 2023

City Of Hattiesburg
Purchasing Division

PO Box 1898

Hattiesburg Ms 39403-1898

Dear Valued Customer,

We are pleased to present the following quotation for one USED CAT P5000 Forklift ,

Engine 63 HP	WARRANTY	
PNEUMATIC TIRES	Months:	NO
Weight 7900	Hours:	6250
Max Height 7.1	Description:	CAT P5000 Forklift
	Additional:	2014 YEAR MODEL

Purchase Price *(plus applicable taxes): 19000.00*

Thank you for the opportunity to submit this quotation, which will remain valid for 30 days. Should you have any questions, please feel free to contact me. We look forward to earning your business!

Sincerely,

Bubba Dean

Sales Representative
Thompson Machinery

421 Wallace Drive

Belden MS 38826 662-844-1634

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2400553

ITEM GARBAGE CANS-ACCESSORIES

BID #1

WINNING BID

COMPANY OTTO ENVIRONMENTAL SYSTEMS

BID

AMOUNT \$33,743.00

BID #2

COMPANY SCHAEFER PLASTICS NORTH AMERICA LLC

BID

AMOUNT \$35,415.00

BID #3

COMPANY PLUM CREEK ENVIRONMENTAL

BID

AMOUNT \$40,815.00

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

1001

Ship To
103 Faulkner St
Hattiesburg, MS 39401

1015

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02400553**

Purchase Order Date **11/01/2023**

Department **SANITATION DIVISION**

FID 64-6000432

Vendor 49197
DURAMAX HOLDINGS LLC
DBA OTTO ENVIRONMENTAL SYSTEMS
PO BOX 72605
CLEVELAND, OH 44192-002

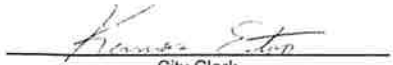
VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
704-583-5246	SANDRA.ABDOW@OTTO-USA.COM	49197	2400573	JACKIE MCCLAIN	

NOTES

GARBAGE CANS -ACCESSORIES SAN/TWO QUOTE/PENDING
PLEASE EMAIL THE INVOICE TO JACQUILINE MCCLAIN -jmcclain@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	300 95G - GREEN CARTS - - 56 GREEN- GL #: 001220 - 559000	300.0000	EACH	\$53.6300	\$16,089.00
2	95 G BROWN CARTS - 63 BROWN GL #: 001220 - 559000	200.0000	EACH	\$53.6300	\$10,726.00
3	65 G - GREEN 56 GREEN GL #: 001220 - 559000	100.0000	EACH	\$50.4300	\$5,043.00
4	200 WHEELS & 100 AXLES GL #: 001220 - 559000	1.0000	EACH	\$1,885.0000	\$1,885.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$33,743.00

Purchase Order Total **\$33,743.00**



Otto Environmental Systems
12700 General Drive
Charlotte, North Carolina 28273

CITY OF HATTIESBURG, MS

Two-Quote Bid Request: 95-gallon carts

Bid Due: Tuesday, October 31, 2023 by 5:00 p.m.

Price Sheet

Bid Item 1

300 Millennium 95G – Green Carts

Base & Lid Color: 56 Green

"Bagged Household Garbage Only"

\$51.10/cart

\$2.53/freight

\$53.63/cart total

200 Millennium 95G – Brown Carts

Base & Lid Color: 63 Brown

"Bagged leaves, Yard Debris"

\$51.10/cart

\$2.53/freight

\$53.63/cart total

Total - Bid item 1 = \$26,815.00

Bid Item 2

100 65G – Green Carts

Base & Lid Color: 56 Green

"Bagged Household Garbage Only"

\$47.90/cart

\$2.53/freight

\$50.43/cart total

Total - Bid item 2 = \$5,043.00

Bid Item 3

65-95 Gallon Green Cart Wheels & Axles Specifications

100 sets – wheels = (200 wheels) & 100 Axles

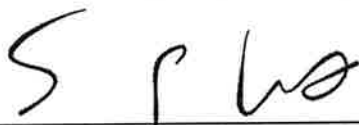
\$5.95/each x 200 = \$1,190.00

\$6.95/each x 100 = \$695.00

Total - Bid item 3 = \$1,885.00

Total Bid Price \$33,743.00

- Delivery, 30-45 days ARO
- Price expiration, 90 days from the bid due date.



Shawn Whiteman Executive Vice President

October 27, 2023

Date



Schaefer Plastics North America, LLC

10301 Westlake Dr
Charlotte, NC 28273
USA
Phone: (704) 944-4500

**QUOTATION**

Quote #:	027221-1	Requested by:	Jacqueline McClain
Date:	10/30/2023		
Quote Expiration:	11/30/2023	Bill to:	City of Hattiesburg PO Box 1898 Hattiesburg, MS 39403 USA
Terms:	Net30		
FOB:	PPD (UNIT PRICES INCLUDE FREIGHT)		
Lead Time:	4-6 WEEKS ARO	Ship to:	City of Hattiesburg Public Works / Sanitation 103 Faulkner St. Attn: Jacqueline McClain 601-545-4545 Hattiesburg, MS 39401 USA

Line	Quantity	Item number	Description	Unit price	Net amount
1	300	95Q.000	95-GALLON ANSI TYPE B/G CART: - GREEN BODY AND LID - 10" PLASTIC WHEELS - REPEAT ARTWORK ON FILE Body: GN3 Lid: LIDGN3	\$57.00	\$17,100.00
2	200	95Q.000	95-GALLON ANSI TYPE B/G CART: - DARK BROWN BODY AND LID - 10" PLASTIC WHEELS - REPEAT ARTWORK ON FILE Body: DB1 Lid: LIDDB1	\$57.00	\$11,400.00
3	100	65M.000	65-GALLON ANSI TYPE B/G CART: - GREEN BODY AND LID - 10" PLASTIC WHEELS - REPEAT ARTWORK ON FILE Body: GN3 Lid: LIDGN3	\$54.00	\$5,400.00
4	200	WHEEL.21	10" PLASTIC SNAP-ON WHEELS (COMPATIBLE WITH 95Q & 65M)	\$5.00	\$1,000.00
5	100	WAX32	WHEEL AXLE - NOTCHED BLACK TIP FOR 95Q (WAX34 REQUIRED FOR 65M)	\$5.15	\$515.00
Sales tax (Applicable sales tax will be added unless a valid Tax Exemption certificate is on file)					\$0.00
Total					\$35,415.00

All sale transactions are subject to Schaefer Systems International, Inc. – Standard Terms and Conditions of Sale in effect at the time of sale, published on our website www.ssi-schaefer.us/General_Terms_and_Conditions_for_the_Sale_of_Goods_and_Services.

* Assembly is required for wheels and axles unless assembly and distribution is being completed by Schaefer

* Orders with custom hot stamps are non-cancelable

Schaefer Plastics North America, LLC

10301 Westlake Dr
Charlotte, NC 28273
USA
Phone: (704) 944-4500



QUOTATION

Quote #: 027221-1

Requested by: Jacqueline McClain

Date: 10/30/2023

Agreed and accepted by:

Stephen Redfern

Stephen Redfern
Director of Sales

Name & Title

10/30/2023

Date

Date

All sale transactions are subject to Schaefer Systems International, Inc. – Standard Terms and Conditions of Sale in effect at the time of sale, published on our website www.ssi-schaefer.us/General_Terms_and_Conditions_for_the_Sale_of_Goods_and_Services.

* Assembly is required for wheels and axles unless assembly and distribution is being completed by Schaefer

* Orders with custom hot stamps are non-cancelable



1302 East Industrial Access Rd | West Point, MS 39773
www.plumcreeket.com
662-327-4183

PRICE QUOTE

Hattiesburg Solid Waste/Sanitation Division
601.545.4545

PLUM: 95/65 Gallon Millennium Cart

October 30, 2023

Quantity	Capacity	Price Each	Total Price
300	95 Gallon Millennium- Green	\$62.00	\$18,600.00
200	95 Gallon Millennium- Brown	\$62.00	\$12,400.00
100	65 Gallon Millennium- Green	\$58.00	\$5,800.00
200	Wheels	\$5.30	\$1,060.00
100	Axels	\$5.30	\$530.00
1	Hot Stamp Fee	\$350.00	\$350.00
	<i>Delivery to Hattiesburg, MS (39403)</i>	<i>FREIGHT Estimate</i>	<i>\$2,075.00</i>
		Total Price	\$40,815.00

Lead time approx. 4 weeks from purchase date

Terms: Due upon delivery. Our quoted prices do not include any Sales, Use, or any other tax of a similar nature Federal, State or Local in origin; and any such tax applicable to the transaction is to be paid by the purchaser. Unless otherwise specified, prices firm for an acceptance period of (15) fifteen days from quote date. Price subject to change prior to order acceptance. *Due to the high volatility within the steel industry a steel surcharge may apply. Any necessary surcharge will have customer approval before production begins.*

**Fuel surcharge shall be adjusted up or down depending on the reported National Average diesel fuel pricing as reported by the U.S. Department of Energy (EIA) each Monday*

Thank you for the opportunity!

Haley Whitaker

Haley Whitaker

Plum Creek Environmental
(662) 327-4183 Office ext. 116
hwhitaker@plumcreeket.com

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2400711

ITEM PRESSURE WASH/ PAINT

BID #1

WINNING BID

COMPANY ROOSEVELT JACKSON III

BID

AMOUNT \$5,675.00

BID #2

COMPANY WEBBS PAINT COMPANY

BID

AMOUNT \$8,600.00

BID #3

COMPANY _____

BID

AMOUNT _____

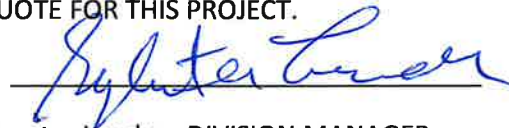
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 9998
NON APPLICABLE

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number 02400711

Purchase Order Date 11/09/2023

Department PARKS & REC MAINT DIV

FID 64-6000432

Vendor 3225
ROOSEVELT JACKSON III
905 MONTEREY LANE
HATTIESBURG, MS 39402

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
JACKSON39402@HOTMAIL.COM		3225	2400709	Akira Lewis	

NOTES

P&R 9TH ST TWO QUOTE-PRESSURE WASH/PAINT/PENDING

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	9TH DUGOUT CONCESSION STAND RESTROOM BLEACHERS AND PRESSBOX EXTERIOR-PRESSURE WASH ALL CONCRETE WITHIN COMPLEX PREP AND PAINT2 COATS ON EXTERIOR OF ALL AREAS LISTED ABOVE PRIME THE AREAS LISTED AS SPECIFICIED IN BID SHEET PAINT COLORS FOR FASCIA BOARDS AND TRIM TBD GL #: 002300 - 699900	1.0000	EACH	\$5,675.0000	\$5,675.00

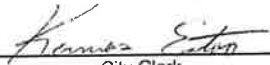
SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price

\$5,675.00

Purchase Order Total

\$5,675.00


City Clerk



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nick...

TO: **jackson39402@hotmail.com**

FROM: **City of Hattiesburg**

RE: **Bid Request**

DATE: **11/01/2023**

This is a request to bid on the pressure washing and painting of the exterior areas listed below at 9th St Ballpark complex labor and material:

9TH ST. BALLPARK EXTERIOR DUGOUTS (2), CONCESSION STAND, RESTROOMS, BLEACHERS, AND PRESSBOX

1. Pressure wash all concrete within complex
2. Prep and paint 2 coats on exterior of all areas listed above
3. Prime the areas listed above as needed

PLEASE COMPLETE A WALKTHROUGH OF THE FACILITY BEFORE SUBMITTING BID.

*Paint colors for fascia boards and trim will be determined at a later date and provided to the awarded contractor. Please email this bid to slondon@hattiesburgms.com before 5pm on 11/8/2023 *

Total Bid Price: **\$5,675**

Vendor Signature:

Roosevelt Jackson III



Please see the BID for 9th Street Ball Park

Roosevelt Jackson
601-550-0850



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Dave Ware

COUNCIL - WARD FIVE

Nicholas Brown

TO: jameswebb0321@gmail.com

FROM: City of Hattiesburg

RE: Bid Request

DATE: 11/01/2023

This is a request to bid on the pressure washing and painting of the exterior areas listed below at 9th St Ballpark complex to include labor and material:

9TH ST. BALLPARK EXTERIOR DUGOUTS (2), CONCESSION STAND, RESTROOMS, BLEACHERS, AND PRESSBOX

1. Pressure wash all concrete within complex
2. Prep and paint 2 coats on exterior of all areas listed above
3. Prime the areas listed above as needed

PLEASE COMPLETE A WALKTHROUGH OF THE FACILITY BEFORE SUBMITTING BID.

***Paint colors for fascia boards and trim will be determined at a later date and provided to the awarded contractor. Please return this bid to slondon@hattiesburgms.com before 5pm on 11/8/2023 ***

Total Bid Price: \$8600.00

Vendor Signature:

James Webb

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

QQ# 2400880

ITEM EQUIPMENT INSTALL FOR 2 UNITS

BID #1

WINNING BID

COMPANY EMERGENCY EQUIPMENT PROFESSIONAL INC

BID

AMOUNT \$7,828.00

BID #2

COMPANY JLH SALES LLC

BID

AMOUNT \$12,957.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1032
#1 Government Plaza
Police Department
Hattiesburg, MS 39401

Vendor 2733
EMERGENCY EQUIPMENT PROFESSIONAL INC
PO BOX 1739
SOUTHAVEN, MS 38671-1739

Purchase Order

Fiscal Year 2024 Page 1 of 1

Purchase Order Number **02400880**
Purchase Order Date **11/27/2023**
Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	SWITT@EPROINC.COM	2733	1651	Valente Hunt	

NOTES

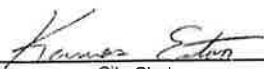
EQUIPMENT INSTALL FOR 2 UNITS /TWO QUOTE PENDING

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	(2) EQUIPMENT INSTALL ON UNITS GL #: 001100 - 638400	1.0000	EACH	\$7,828.0000	\$7,828.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$7,828.00

Purchase Order Total \$7,828.00


City Clerk

Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax: (662) 342-7251



QUOTE
216514

CUSTOMER NO.
876

BILL TO:

Hattiesburg City Of
Accounting Dept
P O Box 1898
Hattiesburg, MS 39403-1898

SHIP TO:

Hattiesburg Police Dept.
701 James St.
Hattiesburg, MS 39403

PHONE: 601/582-3311
FAX: 601/545-4563

Visit our website at www.emergencyequipment.us

PAGE 1

DATE		SHIP VIA	F.O.B.	TERMS	
08/17/23		BEST WAY		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER
		08/17/23	DSL DSL		216514
QUANTITY	ITEM NUMBER		DESCRIPTION	UNIT PRICE	AMOUNT
REQUIRED	SHIPPED				
2		HVS.CVS1800CHGRPM-2	18"PM FOR PJ8 FOR 211+ CHARGER C-VS-1800-CHGR-PM-2 Vehicle-Specific 18" Console w/ Internal PocketJet 8 Printer Mount for 2021-2023 Dodge Charger Police PLEASE VERIFY FOR POCKETJET 8 FACEPLATES AS FOLLOWS 1 C-EB40-WCS-1P FOR C399 CCTL7 CONTROL HEAD 1 ?????? PLEASE SPECIFY RADIO	575.00	1,150.00
2		HVS.C-ARM-103	ARMREST Armrest For Top Mount, Console, Large Pad	140.00	280.00
2		HVS.CUP2-1001	self adjusting double cup hold	55.00	110.00
2		@MISS	9SX8EEEE-HPD 9SX8EEEE BLUE/WHITE FRONT W/TAKEDOWNS BLUE/AMBER REAR W/TRAFFIC ADVISOR MKLP82 MOUNT KIT FOR CHARGER	1,559.00	3,118.00
2		@MIS	C399-KIT C399 KIT INCLUDES CCTL7 WeCanX 21 BUTTON/SLIDE	1,179.00	2,358.00
Product Total		Discount	Freight	Taxable Amount	Tax
		Misc. Amt.		QUOTATION TOTAL	

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax: (662) 342-7251



QUOTE
216514

CUSTOMER NO.
876

BILL TO:

Hattiesburg City Of
Accounting Dept
P O Box 1898
Hattiesburg, MS 39403-1898

SHIP TO:

Hattiesburg Police Dept.
701 James St.
Hattiesburg, MS 39403

PHONE: 601/582-3311
FAX: 601/545-4563

Visit our website at www.emergencyequipment.us

PAGE 2

FAX: 601/545-4563							
DATE		SHIP VIA		F.O.B.	TERMS		
08/17/23		BEST WAY			NET 30 DAYS		
PURCHASE ORDER NUMBER		ORDER DATE		SALESPERSON		OUR QUOTE NUMBER	
		08/17/23		DSL DSL		216514	
QUANTITY		ITEM NUMBER		DESCRIPTION		UNIT PRICE	AMOUNT
REQUIRED		SHIPPED					

2

@MIS

SH-IN2440

331.00

662.00

CTRL HD
C399K3- OBDII CANPORT KIT
DODGE
SA315P-100 WATT SPEAKER
SAK37-SPEAKER BRKT FOR DODGE
CHARGER

Panorama Antennas Sharkee
IN2440 Antenna

Please note: Invoices paid by Credit Card will have a 3% fee added to the Total Quote Amount shown below

Pricing quotes are estimates only. Due to volatility in material cost, pricing, surcharges, etc., orders will not be accepted until pricing is verified from the vendor. Both the purchaser and Emergency Equipment Professionals, Inc. will approve final pricing before the order is finalized.

If the supplier to EEP modifies prices after the order has been submitted, the customer will have the right to cancel without penalty.



Accepted
11/1/2023

Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
7,678.00		150.00	7,670.00	0.00		7,828.00

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

JLH SALES, LLC

Protecting Our Tomorrow

Address: 4661 County Road 27
Fort Payne, AL 35968
Phone: (256) 996-5484
Email: Jakeharris@dtmrepgroup.com

To: Lt. Neal Rockhold
Hattiesburg Police Department
nrockhold@hattiesburgms.com
(601) 506-4988

Quotation

DATE 11/16/2023
Quotation # 1

Quotation valid until: 12/1/2023
Prepared by: Jake Harris

SALESPERSON	P.O. NUMBER	SHIP VIA	F.O.B. POINT	TERMS
Jake Harris				NET 30

QUANTITY	PART	DESCRIPTION	MFG	UNIT PRICE	AMOUNT
2	C-VS-1800-CHGR-PM2	18" CONOLE	HAVIS	\$ 718.00	\$ 1,436.00
2	C-ARM-103	ARMREST	HAVIS	\$ 182.00	\$ 364.00
2	CUP2-1001	DOUBLE CUP HOLDER	HAVIS	\$ 67.00	\$ 134.00
2	EDGE 9SX	48" LIGHTBAR	WHELEN	\$ 3,750.00	\$ 7,500.00
2	SA315P	100W SPEAKER	WHELEN	\$ 379.00	\$ 758.00
2	SAK37	SPEAKER BRACKET	WHELEN	\$ 145.00	\$ 290.00
2	CCTL7	REMOTE SIREN w KNOB CONTROL	WHELEN	\$ 525.00	\$ 1,050.00
2	SH-IN2440	SHARK FIN	PANORAMA	\$ 425.00	\$ 850.00

SUBTOTAL	\$ 12,382.00
SHIPPING	\$ 575.00
TOTAL	\$ 12,957.00

If you have any questions concerning this quotation, please contact: Jake Harris (256) 996-5484,
jakeharris@dtmrepgroup.com

THANK YOU FOR YOUR BUSINESS!



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Betsy Mercier, Director of Parks and Recreation
Date: Tuesday, December 5, 2023
Re: Acknowledge receipt of the FY 2022-2023 Expenditure Report from Hattiesburg Youth Soccer Association.
File Number: 2023-887
Minute Book #

Summary

FY 2022-2023 Expenditure Report from Hattiesburg Youth Soccer Association.

Recommendation Statement

Acknowledgement of this item is recommended.

Please place this on the December 5, 2023 City Council meeting for consideration.

HYSA EXPENSES (2023)

- | | |
|----------------------|--------------|
| 1. Uniforms = | \$ 19,807.00 |
| 2. Player Passes = | \$ 40,081.95 |
| 3. Field/Equipment = | \$ 33,262.71 |



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Betsy Mercier, Director of Parks and Recreation
Date: Tuesday, December 5, 2023
Re: Acknowledge receipt of the FY 2023 Hattiesburg Little League Expenditure Report.
File Number: 2023-890
Minute Book #

Summary

2023 Hattiesburg Little League Expenditure Report.

Recommendation Statement

I recommend approval.

Please place this on the December 5, 2023 City Council meeting for consideration.

Hattiesburg Little League



2023 *Expenditure* *Report*

Hattiesburg Little League

2023 Expenditure Report

Account/Vendor	Invoice	Amount
Little League Baseball Inc	1/08/2023	\$ 851.00
Concourse Team Express	4/18/2023	\$ 741.45
Play It Again Sports	4/06/2023	\$ 866.16
	4/13/2023	\$ 767.00
	5/01/2023	\$ 502.55
	5/01/2023	\$ 12,728.72
	5/02/2023	\$ 393.74
	8/18/2023	<u>\$ 1,121.36</u>

Total of Expenditure Page1 Account/Vendors \$ 17,971.98

Total of Expenditure Page 2 Umpire/Scorekeepers \$ 4,215.00

Total Expenditure for 2023 \$22,186.98

Hattiesburg Little League

Expenditure Report 2023 Officials and Scorekeepers

Name	Address	Amount
Gerry Loftin	1005 Grave Keys Road Bassfield MS 39421	\$ 450.00
Ronnie Gilbert	403 Lille Burney Street Hattiesburg, MS 39401	\$ 900.00
Kevin Jackson	2300 Lincoln Road Hattiesburg, MS 39401	\$ 480.00
Rononda Hollingsworth	707 Quinn Street Hattiesburg MS 39401	\$ 760.00
Aryanna Hollingsworth	707 Quinn Street Hattiesburg MS 39401	\$ 160.00
Treyon Johnson	727 North Hill Drive Hattiesburg MS 39401	\$ 525.00
Matthew Adams	104 Brecknridge Drive Apt#107 Hattiesburg, MS 39401	\$ 100.00
Garo Edwards	501 Brady Road Hattiesburg, MS 39401	\$ 520.00
Lawrence Stewart	633 Sullivan Drive Hattiesburg MS 39401	<u>\$ 320.00</u>

Total Expenditure for Umpires & Scorekeepers \$4,215.00

STATEMENT



PLEASE MAIL REMITTANCE TO:
Little League® Baseball, Incorporated
539 US Route 15 Highway
PO Box 3485
Williamsport, PA 17701-0485

PAY ONLINE AT:
<https://www.littleleague.org/DataCenter>

Phone: 570-326-1921 • Fax: 570-326-1074

PAGE	1 of 1
DATE	1/8/2023
LEAGUE ID	3240220
AMOUNT DUE	\$851.00

PLEASE INCLUDE YOUR LEAGUE ID
NUMBER ON ALL CORRESPONDENCE

HATTIESBURG LL
641 PHOENIX CIRCLE
72 W L Runnels Industrial Drive
HATTIESBURG, MS 39401

SPECIAL INSTRUCTIONS:

- Make checks/money orders payable to "Little League Baseball."
- All amounts are in US dollars.
- Payments are applied to open charges in a specific order: first to Liability Insurance premiums, second to Additional Insured premiums, third to Accident Insurance and Crime Insurance premiums, fourth to any balance from the previous year, and finally to any additional charges (tournament enrollment, Little League Store purchases, etc.) in the order they were incurred.
- Leagues outside of the United States and Canada must pay by credit card via the [Little League Data Center](https://www.littleleague.org/DataCenter).

Doc #	Line #	Date	Description	Charges	Credits	Balance
		9/30/2022	Previous Season Balance			\$0.00
INV-10511	001	1/4/2023	2 Minor League BB Charter	\$20.00		\$20.00
INV-10511	002	1/4/2023	4 Little League BB Charter	\$40.00		\$60.00
INV-10511	003	1/4/2023	2 Minor League BB Accident Insurance	\$52.00		\$112.00
INV-10511	004	1/4/2023	4 Little League BB Accident Insurance	\$104.00		\$216.00
INV-10511	005	1/4/2023	1 General Liability/Directors and Officers Insurance	\$635.00		\$851.00
Total Due:						\$851.00

PAYMENT IS DUE UPON RECEIPT



Sales Order

#SO1177003

04/20/2023

Bill To

Ricky Garner
72 WL Runnels industrial Drive
HATTIESBURG MS 39401
United States

Ship To

Ricky Garner
72 WL Runnels industrial Drive
HATTIESBURG MS 39401
United States

TOTAL

\$741.45

Payment Method**PO # / Web Order #**

check #2855

Shipping Method

FedEx Ground

Ship Date

04/20/2023

Quantity	Item	Options	Rate	Total
10	DLL DZ LITTLE LEAGUE BASEBALL DZ		\$71.90	\$719.00

Subtotal	\$719.00
Shipping Est.	\$22.45
Tax Total (%)	\$0.00
Total	\$741.45



SO1177003

**Play It Again Sports Hattiesburg**

4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402
p. 601-268-8941
f. 601-550-6095

Invoice

INV-001332

Balance Due
\$866.15**Bill To**
Hattiesburg Little League

f.
p.
email: deniseedwards62@icloud.com

Invoice Date : 06 Apr 2023
Terms : Due on Receipt
Due Date : 06 Apr 2023
P.O.# : Cups and Bats

Line No.	Item & Description	Qty	Price	Amount
1	Rawlings USA 5150 28/17 bat	1.00	95.99	95.99
2	Rawlings USA 5150 28/18 bat	1.00	95.99	95.99
3	Rawlings USA Clout 2023 27/17 bat	1.00	179.99	179.99
4	Rawlings USA 5150 27/17 bat	1.00	95.99	95.99
5	Rawlings USA 5150 30/19 bat	1.00	95.99	95.99
6	Axe Strato USA 27/17 bat	1.00	179.99	179.99
7	Athletic Cup Supporter YSM	2.00	11.99	23.98
8	Athletic Cup with Boxers	2.00	12.79	25.58
9	Windup Slider Short with Cup	1.00	15.99	15.99
Sub Total				809.49
Mississippi Sales Tax (7%)				56.66
Total				\$866.15
Balance Due				\$866.15

Notes

**Play It Again Sports Hattiesburg**

4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402
p. 601-268-8941
f. 601-550-6095

Invoice

INV-001356

Balance Due

\$767.00**Bill To****Hattiesburg Little League**

,

f.

p.

email: deniseedwards62@icloud.com

Invoice Date :

13 Apr 2023

Terms :

Due on Receipt

Due Date :

13 Apr 2023

P.O.# :

Denise Edwards Tball
Equipment

Line No.	Item & Description	Qty	Price	Amount
1	Pull Up Pants	8.00	7.99	63.92
2	Baseball Scorebook	10.00	3.99	39.90
3	Level 1 Baseballs per dozen	2.00	45.00	90.00
4	Batting Tee	6.00	19.99	119.94
5	Maxum Tball Bat 24/13	4.00	47.99	191.96
6	Venom Tball Bat 25/15	2.00	15.99	31.98
7	Raptor Tball Bat 24/12	1.00	27.99	27.99
8	Qunatum Tball Bat 24/14	5.00	27.99	139.95
9	Line Up Cards	2.00	5.59	11.18

Sub Total

716.82

Mississippi Sales Tax (7%)

50.18

Total**\$767.00****Balance Due****\$767.00**

Notes

**Play It Again Sports Hattiesburg**

4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402
p. 601-268-8941
f. 601-550-6095

Invoice

INV-001375

Balance Due
\$502.55

Bill To**Hattiesburg Little League**

f.
p.
email: deniseedwards62@icloud.com

Invoice Date : 01 May 2023

Terms : Due on Receipt

Due Date : 01 May 2023

Line No.	Item & Description	Brand Name	Qty	Price	Amount
1	Z5 Matte White JR Helmet	Easton	5.00	44.99	224.95
2	Z5 Matte Black JR Helmet	Easton	5.00	44.99	224.95
3	Mesh Bag Royal	Champro	2.00	7.19	14.38
4	Orange Socks XS	Champro	1.00	5.39	5.39

Sub Total 469.67

Mississippi Sales Tax (7%) 32.88

Total \$502.55**Balance Due \$502.55****Notes**

picked up at store on 04/28/23

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.



Play It Again Sports Hattiesburg

4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402
p. 601-268-8941
f. 601-550-6095

Invoice

INV-001380

Balance Due
\$393.74

Bill To
Hattiesburg Little League
,
f.
p.
email: deniseedwards62@icloud.com

Invoice Date : 02 May 2023
Terms : Due on Receipt
Due Date : 02 May 2023
P.O.# : Catchers Gear

Line No.	Item & Description	Qty	Price	Amount
1	Triple Play Catcher Set 6-9	2.00	159.99	319.98
2	Level 1 Tball Baseballs per dozen	1.00	48.00	48.00
Sub Total				367.98
Mississippi Sales Tax (7%)				25.76
Total				\$393.74
Balance Due				\$393.74

Notes

picked up at store by Denise Edwards on 04/19/23

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.

**Play It Again Sports Hattiesburg**

4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402
p. 601-268-8941
f. 601-550-6095

Invoice

INV-001379

Balance Due
\$12,728.72

Bill To
Hattiesburg Little League

f.
p.
email: deniseedwards62@icloud.com

Invoice Date : 01 May 2023

Terms : Due on Receipt

Due Date : 01 May 2023

P.O.# : Spring Baseball 2023

Line No.	Item & Description	Qty	Price	Amount
1	Tball Player Package Pirates	12.00	50.00	600.00
2	Pirates Coach Package	3.00	23.00	69.00
3	Tball Player Package Jet One	8.00	50.00	400.00
4	Jet One Coach Package	2.00	23.00	46.00
5	Tball Package Braves	10.00	50.00	500.00
6	Coaches Package Braves	3.00	23.00	69.00
7	Tball Player Package Rays	11.00	50.00	550.00
8	Coaches Package Rays	3.00	23.00	69.00
9	Tball Player Package Lil Dabbs	12.00	50.00	600.00
10	Coaches Package Lil Dabbs	3.00	23.00	69.00
11	Tball Player Package Jet Two	9.00	50.00	450.00
12	Coaches Package Jet Two	4.00	23.00	92.00
13	Coach Pitch Dossett Cadillac	11.00	50.00	550.00
14	Dossett Coaches	3.00	23.00	69.00
15	Coach Pitch Dew Foundry	13.00	50.00	650.00

Line No.	Item & Description	Qty	Price	Amount
16	Dews Coaches	3.00	23.00	69.00
17	Coach Pitch Dabbs Steet	13.00	50.00	650.00
18	Dabbs Coaches	3.00	23.00	69.00
19	Coach Pitch Buchanan Law	12.00	50.00	600.00
20	Buchanan Coaches	3.00	23.00	69.00
21	9-12 Destined for Greatness	15.00	64.00	960.00
22	Destined for Greatness Coaches	3.00	23.00	69.00
23	9-12 Eureka Tigers	13.00	64.00	832.00
24	Eureka Tigers Coaches	2.00	23.00	46.00
25	9-12 Mt. Olive	12.00	64.00	768.00
26	Mt. Olive Coaches	4.00	23.00	92.00
27	9-12 May-Hinton	11.00	64.00	704.00
28	May-Hinton Coaches	3.00	23.00	69.00
29	Play It Again Sports	13.00	64.00	832.00
30	PIAS Coaches	3.00	23.00	69.00
31	Clarks Concrete	12.00	64.00	768.00
32	Clarks Coaches	3.00	23.00	69.00
33	Staff Shirts	14.00	15.00	210.00
34	Staff Hats	14.00	12.00	168.00
Sub Total				11,896.00
Mississippi Sales Tax (7%)				832.72
Total				\$12,728.72
Balance Due				\$12,728.72

Notes

Thank you for choosing Play It Again Sports Hattiesburg.



Play It Again Sports Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402
p. 601-268-8941
f. 601-550-6095

Invoice

INV-001447

Balance Due
\$0.00

Bill To
Hattiesburg Little League
f.
p.
email: richardgarner@berryplastics.com

Invoice Date : 18 Jul 2023
Terms : Due on Receipt
Due Date : 18 Jul 2023
P.O.# : 2023 Allstars

Line No.	Item & Description	Qty	Price	Amount
1	Champro BS34	12.00	28.00	336.00
2	Champro BS34 Coaches	4.00	28.00	112.00
3	Richardson Hats with Number	12.00	20.00	240.00
4	Richardson Hat Coaches	4.00	18.00	72.00
5	Player Pant/Belt/Sock	12.00	24.00	288.00
Sub Total				1,048.00
Mississippi Sales Tax (7%)				73.36
Total				\$1,121.36
Payment Made				(-) 1,121.36
Balance Due				\$0.00

Notes

Thank you for choosing Play It Again Sports Hattiesburg.

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Betsy Mercier, Director of Parks and Recreation
Date: Tuesday, December 5, 2023
Re: Acknowledge receipt of the 2023 Expenditure Report for the Hattiesburg Dixie Boys Baseball.
File Number: 2023-892
Minute Book #

Summary

Acknowledging the 2023 Expenditure Report for the Hattiesburg Dixie Boys Program.

Recommendation Statement

I recommend acknowledging this item.

Please place this on the December 5, 2023 City Council meeting for consideration.

**HATTIESBURG OPTIMIST CLUB
DIXIE BOYS BASEBALL
13 & 14 YEAR OLDS
2023 Financial Report**

INCOME:

City of Hattiesburg Sponsorship		\$12,200.00
Team Sponsorships		\$2,800.00
Player Registrations		\$3,100.00
Outfield Advertising Signs		\$3,350.00
Academy Sports Grant		\$400.00
Concessions Regular Season and Tournaments		\$7,056.81
World Series Per Day Perdeiums		\$1,750.00
All-Star Fundraisers Banners and TV Raffle		\$7,800.00
Forrest County Board of Supervisors		\$2,000.00
Opening Day Crawfish Boil Fundraiser (Rain)		\$1,470.00
Community Bank Scoreboard Sponsorship		\$1,500.00
MS Power Sponsorship		\$3,500.00
TOTAL INCOME		\$46,926.81

**HATTIESBURG OPTIMIST CLUB
DIXIE BOYS BASEBALL
13 & 14 YEAR OLDS
2023 Financial Report**

EXPENSES:

<i>Regular Season AND All Stars</i>		
Umpires and Officials		\$8,180.00
Baseball equipment (Play It Again Sports)		\$6,383.79
League Insurance		\$707.04
Franchise Fee		\$550.00
Umpire Association and Scheduling fee		\$300.00
Athletic Trainer/Ice Delivery/Concession Work (Jeff Bryant)		\$1,825.00
Epic Sports online Baseballs for Practice and Games		\$585.50
Coca-Cola		\$3,396.55
Wal-Mart & Sams Club (Concession Supplies)		\$2,944.13
Postage		\$48.00
JDP Services (Back Ground Checks)		\$75.00
J & J Produce		\$160.00
All Star Patches 2 sets for each team		\$180.00
13 & 14 Year Old All-Stars World Series Trip/Club Contribution		\$4,000.00
Van Rentals for All-Star Teams		\$2,252.09
Hotels for 2 All-Star Teams Virginia and Alabama		\$5,709.66
MS DBB State Directors Fee and travel to Virginia		\$694.00
Opening Day Jason Turner Sound System		\$425.00
Extra Wind Screen for outfield privacy		\$410.00
		-
SUB TOTAL		38,825.76

MISCELLANEOUS EXPENSES:

Pine Belt Trophy		\$1,750.00
Bourne Bros (Outfield sign upgrades and Raffle Tickets)		\$3,781.38
P. O. Box Fee		\$226.00
MS Dixie Boys Scholarship Fund		\$700.00
Home Depot (Grill for Ball Park)		\$319.93
Barrett Engraving Bricks and Plaques		\$307.00
		-
		-
		-
		-
SUB TOTAL		7,084.31
TOTAL EXPENSES		45,910.07

TOTAL INCOME	\$46,926.81
TOTAL EXPENSES	\$ 45,910.07
NET	\$1,016.74



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Betsy Mercier, Director of Parks and Recreation
Date: Tuesday, December 5, 2023
Re: Acknowledge receipt of the FY 2023 Expenditure Report from the Hattiesburg Arts Council.
File Number: 2023-893
Minute Book #

Summary

Acknowledging the 2023 Expenditure Report for the Arts Council.

Recommendation Statement

I recommend acknowledging this item.

Please place this on the December 5, 2023 City Council meeting for consideration.

	A	B	C	D	E	F	G	H
1								
2			Hattiesburg Arts Council Municipal Programs - Final Report (FY23)					
3								
4			Program Expenses	Projected		Actual (FY23)		Notes
5		HAC smART Space						
6			Weekly Youth Program at C.E. Roy Community Center	\$2,100.00		\$0.00		Funds shifted to other programs
7			Drug Court/classes for addiction recovery	\$2,000.00		\$2,400.00		
8			Art Supplies	\$1,000.00		\$630.00		
9			*City Summer Camp - 3 weeks in June	\$0.00		\$3,645.00		*Added; not originally projected
10			*Rowan Elementary School - Library Artwork Project	\$0.00		\$580.00		*Added; not originally projected
11		HAC smART Space	Festival participation					
12			Live @ 5 Fall	\$500.00				
13			Mobile Street Renaissance Festival	\$400.00				
14			Live @ 5 Spring	\$500.00				
15			Summer Tunes	\$200.00				
16		Community Outreach	at the Look					
17			Drumming Circle 12 sessions x \$150	\$1,800.00		\$1,900.00		
18		Professional Development and Arts in Education						
19			"S.T.E.M. + The Arts = S.T.E.A.M. w/ Dr. Mark Malone	\$750.00		\$750.00		
20		Cultural Events and Exhibits						
21			J.J. Foley & Jacqueline Gonzalez Wooton Fine Art Exhibit	\$450.00		\$710.00		\$710 reception
22			Brown Bag artists remuneration (+ sound)	\$2,600.00		\$3,070.00		\$1400 musicians + \$870 supplies + \$800 sound
23			Emerging Artists and High School Exhibit	\$100.00		\$215.00		\$215 reception
24			Annual Amateur Photo Competition	\$550.00		\$1,025.00		\$300 judges + \$400 prizes + \$325 reception
25			Bits 'N Pieces Puppet Theater "Three Billy Goats Gruff" at the Saenger	\$5,000.00		\$6,810.00		\$3500 Bit 'N Pieces + \$750 Saenger Theater +2560 sound & lights
26			Senior Readers Theater Classes and Final Performance - Sherri Marengo	\$600.00		\$445.00		\$350 Directors fee + \$95 reception
27			Coffee Talk "The Work of William Levi Dawson" w/ Dr. Mark Malone	\$75.00		\$715.00		\$600 = 2 guest speakers (Malone & Cox) + \$115 reception
28			Community Art Contest "Take a Seat with HAC" Exhibit	\$300.00		\$1,030.00		\$500 guest speaker (Torres) + \$475 prizes + \$55 reception
29			*Face Jug Workshop	\$0.00		\$190.00		*Added; not originally projected + \$190 refreshments
30			*Meet the MAC	\$0.00		\$65.00		*Added; not originally projected + \$65 reception
31			*HAC Art Classes for Trinity Episcopal's underserved Boy Scout Troops	\$0.00		\$775.00		*Added; not originally projected + \$775 = 2 teachers
32			*Heritage Music Park Reception	\$0.00		\$320.00		*Added; not originally projected + \$320 reception
33			*Music Moves (employed local musicians at various receptions)	\$0.00		\$1,775.00		*Added; not originally projected
34			*Hosted MAC Staff visit to Hattiesburg			\$125.00		*Added; not originally projected
35		City Concert Band	Collaboration					
36			Printed materials for City Concert Band performances	\$432.00		\$140.00		
37								
38			Program Administration and Operation Expenses					
39			Directors compensation (1 mo. + payroll tax)	\$5,436.00				
40			Promotional materials and website	\$1,500.00		\$2,625.00		\$395 elec. med. + \$2230 printed
41			Assorted Supplies (printer ink, paper, etc.) Amount reflects 20% of average cost	\$650.00		\$465.00		\$2335 x 20%
42			Travelers - Liability insurance	\$772.00		\$772.00		
43			Travel expenses	\$200.00		\$55.00		\$55 Lunch meeting with Artist, Jennifer Torres
44			Telephone expense (1 mo. average)	\$100.00		\$75.00		
45								
46			Total HAC Municipal Programs - Projected Expenses (FY23)	\$28,015.00		\$31,307.00		Total HAC Municipal Programs - Actual Expenses (FY23)
47								
48			HAC FY23 City of Hattiesburg Funds Requested	\$25,000.00		-\$20,760.00		HAC FY23 City of Hattiesburg Funds Requested
49								
50			HAC FY23 Projected Out of Pocket Expenses	\$3,015.00		\$10,547.00		HAC FY23 Projected Out of Pocket Expenses for Municipal Programs



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Betsy Mercier, Director of Parks and Recreation
cc:
Date: Tuesday, December 5, 2023
Re: Approve the sale of grave spaces per attached, Memo's, Receipts, and Deeds.
File Number: 2023-865
Minute Book #

Summary

Approve the sale of grave spaces per attached, Memo's, Receipts, and Deeds.

Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the December 5, 2023 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Norman Pauli

(4) Spaces \$ 700.00

East Half (E ½)

Lot 79, Section 39, Highland Cemetery

Cora Hathorn

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 39, Section 34, Highland Cemetery

Myrtice Smith

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 21, Section 34, Highland Cemetery

Donnie & Kathy Parker

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 90, Section 38, Highland Cemetery

Naomi Bush

(1) Space \$ 150.00

East Half (E ½) of the Southwest Quarter (SW ¼)

Lot 59, Section 1, South Hill Cemetery

Donna Jackson

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 92, Section 34, Highland Cemetery

Tonya Scott

(4) Spaces \$ 700.00

West Half (W ½)

Lot 59, Section 39, Highland Cemetery

Robert McNair

(1) Space \$ 175.00

West Half (W ½) of the Southwest Quarter (SW ¼)

Lot 126, Section 21, Highland Cemetery

Jessie M. Person

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 64, Section 35, Highland Cemetery

Travis Keys

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 103, Section 39, Highland Cemetery

Bonnie Fairman

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 32, Section 34, Highland Cemetery

Otis Lee Bullock & Leedrester Bullock

(2) Spaces \$ 300.00

Northeast Quarter (NE ¼)

Lot 55, Section 2, South Hill Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11/21 2023

SOLD TO:

Mr.. Mrs. Miss Rodney McGruder

ADDRESS 15252 Lorraine Rd, Biloxi, MS 39532

desires to purchase the grave space described below, subject to Cemetery regulations.

SE $\frac{1}{2}$ Lot No. 61 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Debrah Bourne
Supt. of City Cemeteries

Debit card CK# 112

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-24 2023

SOLD TO:

Mr.. Mrs. Miss Katie Stwall

ADDRESS 703 Memphis Street Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE Lot No. 76 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

Credit Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-17 2023

SOLD TO:

Mr.. Mrs. Miss Travis Keys

ADDRESS 216 N 19th Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE Lot No. 103 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera

Cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-20 2023

SOLD TO:

Mr. Mrs. Miss Jessie M. Person

ADDRESS 737 South George Street Petal MS 39416S

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 64 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Averca
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-15 2023

SOLD TO:

Mr. Mrs. Miss Bonnie Fairman

ADDRESS 461 Broad Street 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. 32 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Averca
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11/17/ 2023

SOLD TO:

Mr. Mrs. Miss O.T.S Lee Bullock + Leedrester Bullock

ADDRESS 304 Fairway DR, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 55 Section No. 2 in South Hill Cemetery

Number of grave spaces 2 Price per grave space \$ 150.00

Price Received \$ 300.00

pk #

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-16 2023

SOLD TO:

Mr. Mrs. Miss Donna Jackson

ADDRESS 5710 Larpin Ln Alexandria, VA 22310

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 92 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Credit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Averca
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-15 2023

SOLD TO:

Mr. Mrs. Miss Robert McKair

ADDRESS 59 Jim Burch RD Hattiesburg MS 39401 Lot 15

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 126 Section No. 21 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Averca
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-13 2023

SOLD TO:

Mr. Mrs. Miss Naom Bush

ADDRESS 187 Sheeple Loop Petal MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SW 1/4 Lot No. 59 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-14 2023

SOLD TO:

Mr. Mrs. Miss Norman Pauli

ADDRESS P.O. Box 60 Hattiesburg MS 39403

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 Lot No. 79 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 700.00

Credit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-13 2023

SOLD TO:

Mr. Mrs. Miss Myrtice Smith

ADDRESS 2769 Rovera Ct Decatur GA 30034

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 21 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11/13/ 2023

SOLD TO:

Mr. Mrs. Miss Donnie & Kathy Parker

ADDRESS 36 S Barnes Field DR, Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/2 Lot No. 90 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK# 6038

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Boone
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-13 2023

SOLD TO:

Mr. Mrs. Miss Cora Hathorn

ADDRESS 1309 Cedar Street Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

NW 1/2 Lot No. 39 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK# 1601

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Averna
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Spaces 1-41

Hattiesburg, Miss., 11-16 2023

SOLD TO:

Mr. Mrs. Miss Tonya Scott

ADDRESS 11 Brantley Drive Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 Lot No. 59 Section No. 39 in Highland Cemetery

Number of grave spaces 41 Price per grave space \$ 175.00

Price Received \$ 700.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Averna
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars (\$300.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Otis Lee Bullock & Leedrester Bullock, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number: 55

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
Two (2) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of December, 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 5th day of December 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 Bonnie Fairman, 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 32

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 5th day of December, 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 5th day of December, 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 Travis Keys, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 103

Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of December, 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 5th day of December, 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 Jessie M. Person, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 64

Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of December, 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 5th day of December, 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 SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Norman Pauli, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot 79 East Half (E½) Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of December, 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 5th day of December 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Donnie & Kathy Parker, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 90 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day December, 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 5th day of December, 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 Myrtice 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 Northwest Quarter (NW¼)

Lot 21

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 5th day of December, 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 5th day of December, 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 Cora Hathorn, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 39

Section 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 5th day of December, 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 5th day of December, 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of 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 Naomi Bush, 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 Southwest Quarter (SW¼)

Lot Number: 59

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 5th day of December, 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 5th day of December, 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 SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Tonya 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:

Lot 59 West Half (W½)
Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of December, 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 5th day of December 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 Donna Jackson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 92

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 5th day of December, 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 5th day of December, 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robert McNair, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Southwest Quarter (SW¼)

Lot 126

Section 21

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 5th day of December, 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 5th day of December, 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Rodney McGruder, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 61 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day December, 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 5th day of December, 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 Katie Stovall, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 76

Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of December, 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 5th day of December, 2023.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, December 5, 2023
Re: Approve claims docket for the period ending November 30, 2023.
File Number: 2023-885
Minute Book #

Summary

Approval of claims docket.

Recommendation Statement

Approval of item recommended.

Please place this on the December 5, 2023 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001000					BALANCE SHEET							
001000 060100					GAS/LUBRICANT-CITY BARN							
003497 MAPLES GAS COMPANY				269090	2400877	2024	2	INV	P	11,808.34	113023	300010 GAS FOR FUEL STATIO
049752 PIGOTT OIL COMPANY				DR-7623-23110616012	2400625	2024	2	INV	P	8,084.91	113023	300055 DIESEL/FUEL STATION
					ACCOUNT TOTAL					19,893.25		
001000 063700					PREPAID WORKMAN'S COMP							
003696 MS MUNICIPAL WORKERS				0108WC2023-0	0	2024	2	INV	P	180,749.69	113023	300029 PERIOD 10/1-9/30/23
					ACCOUNT TOTAL					180,749.69		
001000 115000					COLLECTION FEES							
004271 SOUTHERN FINANCIAL S				CMCHAT210/17-11/1/23 0	2024	2	INV	P	14.06	113023	300080 POLICE FINES COLLEC	
004271 SOUTHERN FINANCIAL S				CMCHAT310/17-11/1/23 0	2024	2	INV	P	576.80	113023	300081 POLICE FINES COLLEC	
										590.86		
					ACCOUNT TOTAL					590.86		
					ORG 001000 TOTAL					201,233.80		
001001					REVENUES							
001001 231100					JUST.-BYRNE GRANTS							
002851 FORREST CTY SUPERVIS				'22 BYRNE GRANT	0	2024	2	INV	P	9,397.00	113023	299957 2022 BYRNE GRANT RE
					ACCOUNT TOTAL					9,397.00		
001001 359000					POLICE DEPT-MISC CHARGES							
050386 CAREY, JAELYN				11/17/23	0	2024	2	INV	P	20.00	113023	299912 REFUND FINGERPRINT
					ACCOUNT TOTAL					20.00		
					ORG 001001 TOTAL					9,417.00		
001015					CITY COURT							
001015 501000					OTHER EXPENDABLE OFF.SPL							
003810 OFFICE PRODUCTS PLUS				1038582-0	2400752	2024	2	INV	P	208.16	113023	300048 COURT SEALS AND STA
					ACCOUNT TOTAL					208.16		
001015 604901					OTHER PROF-TECHNOLOGY							
003810 OFFICE PRODUCTS PLUS				1038791-0	2400783	2024	2	INV	P	389.24	113023	300048 HEADSETS (2 CLERKS
004050 RICOH CORP				38156835	0	2024	2	INV	P	287.51	113023	300070 COURT RICOH COPIER
004050 RICOH CORP				38255246	0	2024	2	INV	P	287.51	113023	300070 COURT RICOH COPIER
004050 RICOH CORP				38415998	0	2024	2	INV	P	14.38	113023	300070 LATE CHARGE FOR INV
004050 RICOH CORP				38472918	0	2024	2	INV	P	14.38	113023	300070 LATE CHARGE FOR INV
										603.78		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL							993.02				
001015	611800			TRVL-HHS SAMHSA GRANT							
004575	WALMART STORES INC	66231242104832023128	2400389	2024	2	INV P	990.00	113023	300100	WALMART \$30 GIFT CA	
ACCOUNT TOTAL							990.00				
001015	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2023-11/20/23B	0	2024	2	INV P	278.82	113023	300033	MISSISSIPPI POWER E	
ACCOUNT TOTAL							278.82				
ORG 001015 TOTAL							2,470.00				
MAYOR/ADMIN.											
001020	606000			TELEPHONE AND TELEGRAPH							
001020	AT&T MOBILITY	287290252011X110523	0	2024	2	INV P	94.92	113023	299890	MB2016-287/WIRELESS	
ACCOUNT TOTAL							94.92				
001020	641000			OFFICE EQUIPMENT RENT							
003825	OWENS BUSINESS MACHI	479259	0	2024	2	INV P	187.00	113023	300049	ADMIN/MNTHLY LEASE	
003825	OWENS BUSINESS MACHI	479260	0	2024	2	INV P	120.33	113023	300049	MNTHLY MAINTENANCE	
							307.33				
ACCOUNT TOTAL							307.33				
ORG 001020 TOTAL							402.25				
PURCHASING DIV.											
001045	636500			OFFICE EQUIPMENT R&M							
002406	CANON FINANCIAL SERV	31583267	0	2024	2	INV P	200.93	113023	299911	SC#8200067907 BW ME	
002406	CANON FINANCIAL SERV	31583268	0	2024	2	INV P	167.97	113023	299911	SC#8200067907 BW/CO	
							368.90				
ACCOUNT TOTAL							368.90				
ORG 001045 TOTAL							368.90				
LOSS CONTROL											
001081	639900			OTHER REPAIRS AND MAINT.							
001081	MS FIRE & SAFETY OF	83842	0	2024	2	INV P	1,984.50	113023	300028	SERVICE AND CERT OF	
ACCOUNT TOTAL							1,984.50				
ORG 001081 TOTAL							1,984.50				
URBAN DEVELOPMT											
001090	501800			COMMUNITY DEVELOPMENT WEEK							
050399	DJ D BROWN	10-20-2023-001	0	2024	2	INV P	350.00	113023	299941	ENTERTAINMENT/COMMU	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL							350.00		
001090	606000								
002160	AT&T MOBILITY	287290252011X110523	0	2024	2	INV P	52.21	113023	299890 MB2016-287/WIRELESS
ACCOUNT TOTAL							52.21		
001090	641000								
004050	RICOH CORP	5068031218	0	2024	2	INV P	184.41	113023	300070 COPIER PAYMENT NOV
ACCOUNT TOTAL							184.41		
ORG 001090 TOTAL							586.62		
INFO TECHNOLOGY									
001091	508000								
001091	508000								
004050	RICOH CORP	1098827773	0	2024	2	INV P	4,655.72	113023	300070 REPLACEMENT CARTRID
004605	WB MASON CO INC (FOR	242370331	2400622	2024	2	INV P	355.92	113023	300107 INK CARTRIDGES - IT
ACCOUNT TOTAL							5,011.64		
001091	604900								
002158	AT&T	0591 11.8.23	0	2024	2	INV P	141.00	113023	299886 INTERACT SUPPORT -
002158	AT&T	0598 11.8.23	0	2024	2	INV P	20,370.00	113023	299886 INTERACT SUPPORT -
							20,511.00		
ACCOUNT TOTAL							20,511.00		
001091	606000								
002160	AT&T MOBILITY	287290252011X110523	0	2024	2	INV P	52.21	113023	299890 MB2016-287/WIRELESS
ACCOUNT TOTAL							52.21		
001091	636500								
003583	METRIX SOLUTIONS	M100037	2400670	2024	2	INV P	4,455.00	113023	300017 KNOWBE4 SILVER RENE
003583	METRIX SOLUTIONS	M100063	2304981	2024	2	INV P	2,092.76	113023	300017 DELL SERVERS & SAN
							6,547.76		
ACCOUNT TOTAL							6,547.76		
ORG 001091 TOTAL							32,122.61		
GEN.GOV'T.BLDG									
001092	513000								
001092	513000								
002459	CHEM-AQUA	8468640	0	2024	2	INV P	625.00	113023	299917 WATER TRMNT PRGM NO
ACCOUNT TOTAL							625.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
001092	560000										
002714	ECONOMY SUPPLY CO	112391	2400791	2024	2	INV P	49.05	113023	299944	BUILDING MATERIALS & SPLY MATERIALS FOR DECOR	
						ACCOUNT TOTAL	49.05				
001092	630500										
003700	MS POWER COMPANY	E2023-11/20/23B	0	2024	2	INV P	3,659.16	113023	300033	ELECTRICITY MISSISSIPPI POWER E	
						ACCOUNT TOTAL	3,659.16				
						ORG 001092 TOTAL	4,333.21				
001093											
001093	510000										
003772	NEWELL PAPER COMPANY	4160686	2400804	2024	2	INV P	43.50	113023	300046	INTERMODAL FAC O&M CLEANING/JANITORIAL SPLY JANITORIAL SUPPLIES	
						ACCOUNT TOTAL	43.50				
001093	630500										
003700	MS POWER COMPANY	E2023-11/20/23B	0	2024	2	INV P	2,354.72	113023	300033	ELECTRICITY MISSISSIPPI POWER E	
						ACCOUNT TOTAL	2,354.72				
						ORG 001093 TOTAL	2,398.22				
001094											
001094	604900										
002160	AT&T MOBILITY	287290252011X110523	0	2024	2	INV P	40.23	113023	299890	METRPLTN PLANG. OTHER PROFESSIONAL SERV. MB2016-287/WIRELESS	
						ACCOUNT TOTAL	40.23				
						ORG 001094 TOTAL	40.23				
001095											
001095	602500										
048667	R & J CONSTRUCTION	3032	0	2024	2	INV P	12,101.00	113023	300064	G/G INS.OTH SER LEGAL PINEVIEW CHURCH DAM	
						ACCOUNT TOTAL	12,101.00				
001095	604900										
002523	COMCAST CABLEVISION	NOV/15-DEC/14	0	2024	2	INV P	127.93	113023	299932	OTHER PROFESSIONAL SERV. COMCAST BUSINESS-CI	
004694	ZAC FAIRLEY APPRAISA	1147	0	2024	2	INV P	1,400.00	113023	300113	APPRASIAL REPORT FO	
050297	GATES APPRAISAL SERV	10528	0	2024	2	INV P	2,400.00	113023	299964	APPRASIAL OF C/STOR	
						ACCOUNT TOTAL	3,927.93				
001095	606000										
002158	AT&T	L2023-NOV 13	0	2024	2	INV P	107.57	113023	299886	TELEPHONE AND TELEGRAPH AT&T BLUE LIGHTS LD	
						ACCOUNT TOTAL	107.57				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
			ORG 001095	TOTAL		16,136.50			
001100			POLICE/PUB.SFTY						
001100	501000			OTHER EXPENDABLE		OFF.SPL			
004328	STAPLES	3552181681	2400651	2024	2	INV P	1,337.22	113023	300087 OFFICE SUPPLIES-HPD
004328	STAPLES	3552477583	2400651	2024	2	INV P	500.34	113023	300087 OFFICE SUPPLIES-HPD
							1,837.56		
			ACCOUNT TOTAL		1,837.56				
001100			CLEANING/JANITORIAL SPLY						
003772	510000		2400769	2024	2	INV P	238.09	113023	300046 JANITORIAL SUPPLIES
			ACCOUNT TOTAL		238.09				
001100			UNIFORMS, BADGES, ETC.						
003588	535000		2400144	2024	2	INV P	972.00	113023	300018 ARMOR FOR LATERAL-H
			ACCOUNT TOTAL		972.00				
001100			WEARING APPAREL						
002879	535500		2304925	2024	2	INV P	198.30	113023	299962 TRAFFIC VEST FOR ST
			ACCOUNT TOTAL		198.30				
001100			MINOR EQUIPMENT						
003543	546000		2400793	2024	2	INV P	9.95	113023	300016 KEYS FOR CHANGE RES
			ACCOUNT TOTAL		9.95				
001100			MTR VEHICLE REP. PTS/SPL						
002060	570000		2400765	2024	2	INV P	932.02	113023	299873 PARTS FOR VARIOUS U
002060	ADVANCE AUTO PARTS	5604331977466	2400826	2024	2	INV P	80.50	113023	299873 PARTS FOR UNIT#2112
002060	ADVANCE AUTO PARTS	5604332577555	2400801	2024	2	INV P	317.69	113023	299873 PART FOR UNIT#19343
002060	ADVANCE AUTO PARTS	5604332577566	2400855	2024	2	INV P	490.55	113023	299873 PARTS FOR SHOP AND
							1,820.76		
002648	DELTA FOREMOST CHEMI	207926	2400602	2024	2	INV P	772.58	113023	299938 ITEMS FOR SHOP-HPD
004514	UNIVERSITY TIRE & SE	INV226335	2400800	2024	2	INV P	2,500.00	113023	300096 TIRES FOR STOCK-HPD
			ACCOUNT TOTAL		5,093.34				
001100			MEDICAL						
003069	602700		0	2024	2	INV P	80.00	113023	299974 POST ACCIDENT LAVAL
003069	HEALTHWORKS LLC	09.13.22A	0	2024	2	INV P	1,202.00	113023	299974 POST ACCIDENT APPLE
003069	HEALTHWORKS LLC	09.24.23A	0	2024	2	INV P	80.00	113023	299974 POST ACCIDENT JEFFE
003069	HEALTHWORKS LLC	09.25.23A	0	2024	2	INV P	15.00	113023	299974 POST ACCIDENT JEFFE
003069	HEALTHWORKS LLC	09.25.23B	0	2024	2	INV P	80.00	113023	299974 POST ACCIDENT CROCK
003069	HEALTHWORKS LLC	10.13.22A	0	2024	2	INV P			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION		
003069	HEALTHWORKS LLC	10.20.22A	0	2024	2	INV	P	15.00	113023	299974	POST ACCIDENT WILSO	
								1,472.00				
				ACCOUNT TOTAL				1,472.00				
001100	604900			OTHER PROFESSIONAL SERV.								
002113	AMERICAN SIGNS	369-23	2302391	2024	2	INV	P	797.81	113023	299881	INSTALL DECALS IN N	
002471	CINTAS CORPORATION #	4174209997	0	2024	2	INV	P	54.83	113023	299921	MAT RENTALS FOR SAF	
002473	CIOX HEALTH	0438560558	0	2024	2	INV	P	67.70	113023	299924	MEDICAL RECORDS RET	
050082	ROBERT E MORGAN	12.12.23	0	2024	2	INV	P	46.00	113023	300072	PER DIEM ACCREDITAT	
				ACCOUNT TOTAL				966.34				
001100	604921			NOLA EXPENSE								
003979	PROJECT NOLA	1607	2400134	2024	2	INV	P	8,900.00	113023	300061	PROJECT NOLA CAMERA	
				ACCOUNT TOTAL				8,900.00				
001100	606000			TELEPHONE AND TELEGRAPH								
002158	AT&T	0563149329001	11/23	0	2024	2	INV	P	46.70	113023	299888	POLICE DISPATCH
002158	AT&T	0563152379001	11/23	0	2024	2	INV	P	93.40	113023	299889	11/2023
002158	AT&T	54549101030591	11/23	0	2024	2	INV	P	201.08	113023	299887	POLICE DISPATCH
								341.18				
002160	AT&T MOBILITY	287290252011X110523	0	2024	2	INV	P	28.48	113023	299890	MB2016-287/WIRELESS	
				ACCOUNT TOTAL				369.66				
001100	611000			TRAVEL EXPENSE								
002349	BUCKHALTER, LASHUAND	BUCKHALTER/99520T	0	2024	2	INV	P	256.00	113023	299905	TRAVEL PER DIEM FOR	
047308	MATOS DAVID	9970/OT MATOS	0	2024	2	INV	P	30.00	113023	300013	REIMBURSEMENT FOR T	
047931	DANIELS, CHADRA	DANIELS/99500T	0	2024	2	INV	P	236.00	113023	299935	TRAVEL PER DIEM FOR	
050387	MILLER. DANIEL	MILLER/99510T	0	2024	2	INV	P	236.00	113023	300020	TRAVEL PER DIEM FOR	
				ACCOUNT TOTAL				758.00				
001100	630500			ELECTRICITY								
003700	MS POWER COMPANY	E2023-11.20.23C	0	2024	2	INV	P	262.04	113023	300030	MISSISSIPPI POWER-8	
003700	MS POWER COMPANY	E2023-11/20/23B	0	2024	2	INV	P	10,692.15	113023	300033	MISSISSIPPI POWER E	
								10,954.19				
				ACCOUNT TOTAL				10,954.19				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001100	638400			MOTOR VEHICLE EQ. R&M						
002109	AMERICAN PRINTING &	482-23	2400699	2024	2	INV P	125.00	113023	299880	DECAL INSTALL ON UN
004205	SIGNS FIRST	H-85424	2304040	2024	2	INV P	2,200.00	113023	300076	STRIPPING OF (10) N
004514	UNIVERSITY TIRE & SE	INV221376	2400088	2024	2	INV P	89.95	113023	300096	WHEEL ALIGN FOR UNI
047486	JASPER ENGINE EXC	13042961	2400448	2024	2	INV P	4,982.00	113023	299992	REPAIRS FOR UNIT#19
047486	JASPER ENGINE EXC	13042963	2400449	2024	2	INV P	4,982.00	113023	299992	REPAIRS FOR UNIT#19
							9,964.00			
047725	HI-FI CRUISIN	128096	2400093	2024	2	INV P	270.00	113023	299976	REWIRE FOR UNIT 217
				ACCOUNT TOTAL			12,648.95			
001100	639800			TOW IN CHARGES						
003389	LARRY'S WRECKER SERV	13067	0	2024	2	INV P	70.00	113023	300003	TOWING OF UNIT#2042
				ACCOUNT TOTAL			70.00			
001100	641700			MOTORCYCLE RENT						
048971	ENTERPRISE FM TRUST	FBN4885425	2400078	2024	2	INV P	11,984.79	113023	299948	LEASE OF (15) CARS-
				ACCOUNT TOTAL			11,984.79			
001100	684000			DUES AND MEMBERSHIPS						
003199	INTL ASSN OF CHIEFS	0317763	0	2024	2	INV P	190.00	113023	299986	CHIEF SIMS MEMBERSH
				ACCOUNT TOTAL			190.00			
				ORG 001100 TOTAL			56,663.17			
001131				JOINT P&F TRNG.						
001131	559000			OTHER OPERATING MATL/SPLY						
002492	CLEMTS HARDWARE	131356	2400691	2024	2	INV P	80.12	113023	299930	SCREWS AND BIT KIT
002962	GULF STATES DISTRIBU	1456401-IN	2400739	2024	2	INV P	650.00	113023	299968	AMMUNITION
				ACCOUNT TOTAL			730.12			
001131	6110FR			MINOR EQUIPMENT-FIRE						
050084	CHRISTOPHER ANDERSON	9978/CANDERSON	0	2024	2	INV P	236.00	113023	299919	C. ANDERSON TRAVEL
				ACCOUNT TOTAL			236.00			
001131	6845FR			REGISTRATION-FIRE						
004331	STATE FIRE ACADEMY	31150	0	2024	2	INV P	125.00	113023	300088	FIRE SERVICE CHAPLA
004331	STATE FIRE ACADEMY	31206	0	2024	2	INV P	365.00	113023	300088	ROPE RESCUE AWARENE
004331	STATE FIRE ACADEMY	31219	0	2024	2	INV P	365.00	113023	300088	ROPE RESCUE TECHNIC
004331	STATE FIRE ACADEMY	31248	0	2024	2	INV P	415.00	113023	300088	FIRE SERVICE MANAGE
004331	STATE FIRE ACADEMY	31312	0	2024	2	INV P	675.00	113023	300088	DRIVER/OPERATOR DYL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2												
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
004331	STATE FIRE ACADEMY	31327		0	2024	2	INV P	730.00	113023	300088	ROPE RESCUE TECH -	
								2,675.00				
ACCOUNT TOTAL								2,675.00				
ORG 001131 TOTAL								3,641.12				
FIRE DIVISION												
001160	630000						GAS					
004321	SPIRE	G2023-20 NOV		0	2024	2	INV P	761.34	113023	300086	SPIRE-(MILMUT GAS)	
004321	SPIRE	G2023-NOV 16		0	2024	2	INV P	160.92	113023	300086	SPIRE-(MILMUT GAS)	
								922.26				
ACCOUNT TOTAL								922.26				
ELECTRICITY												
001160	630500											
003700	MS POWER COMPANY	E2023-11/20/23B		0	2024	2	INV P	2,374.49	113023	300033	MISSISSIPPI POWER E	
004282	SOUTHERN PINE ELECTR	E2023 NOV 14		0	2024	2	INV P	115.55	113023	300083	SOUTHERN PINE ELECT	
ACCOUNT TOTAL								2,490.04				
WATER												
001160	631500											
002146	ARNOLD LINE WATER AS	T2023-11/20		0	2024	2	INV P	47.00	113023	299883	ARNOLD LINE WATER	
048680	RAWLS SPRINGS UTILIT	T2023-11/15		0	2024	2	INV P	48.13	113023	300067	RAWLS SPRING UTILIT	
ACCOUNT TOTAL								95.13				
BUILDING R&M												
001160	635000											
003225	JACKSON, ROOSEVELT I	123010		2400557	2024	2	INV P	3,865.00	113023	299990	HFD STATION 5 REPAI	
003225	JACKSON, ROOSEVELT I	123011		2400728	2024	2	INV P	4,875.00	113023	299990	HFD STATION 5 REPAI	
								8,740.00				
ACCOUNT TOTAL								8,740.00				
ORG 001160 TOTAL								12,247.43				
LAND DEVEL.ADM.												
001180	638400											
001180							MOTOR VEHICLE EQ. R&M					
004514	UNIVERSITY TIRE & SE	INV221492		2304824	2024	2	INV P	817.06	113023	300096	VEHICLE REPAIR (UNI	
ACCOUNT TOTAL								817.06				
ORG 001180 TOTAL								817.06				
P/S CONTRAC.SER												
001190	602700											
001190							MEDICAL					
050313	ASSOCIATION PROGRAM	231124155740		0	2024	2	INV P	3,480.24	113023	299885	MEDICAL BILL FOR IN	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									3,480.24		
ORG 001190 TOTAL									3,480.24		
001191 TRAFFIC MAINT.											
001191 554500 TRAFFIC SIGNS											
004205	SIGNS FIRST	H-85706		0	2024	2	INV	P	4,173.00	113023	300076 OVER HEAD SIGNS
ACCOUNT TOTAL									4,173.00		
001191 630500 ELECTRICITY											
003700	MS POWER COMPANY	E2023-11/20/23B		0	2024	2	INV	P	931.52	113023	300033 MISSISSIPPI POWER E
ACCOUNT TOTAL									931.52		
001191 643000 UNIFORM RENT											
002471	CINTAS CORPORATION # 4174330540			0	2024	2	INV	P	25.00	113023	299921 TRAFFIC UNIFORM SC/
ACCOUNT TOTAL									25.00		
001191 643500 MOP-MAT-RAG RENT											
002471	CINTAS CORPORATION # 4174330280			0	2024	2	INV	P	8.30	113023	299922 TRAFFIC MATS SC/8
ACCOUNT TOTAL									8.30		
001191 742000 PICK UP TRUCKS											
003382	LANDERS CHRYSLER DOD LD190205			2302388	2024	2	INV	P	36,522.00	113023	300001 VEHICLE PURCHASE FO
ACCOUNT TOTAL									36,522.00		
ORG 001191 TOTAL									41,659.82		
001201 STREET DIV.											
001201 540000 ASPHALT & ASPHALT PROD.											
004586	WARREN PAVING INC	84866		2400547	2024	2	INV	P	124.60	113023	300103 ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	84877		0	2024	2	INV	P	260.85	113023	300103 ASPHALT VARIOUS LOC
004586	WARREN PAVING INC	84895		0	2024	2	INV	P	385.46	113023	300103 ASPHALT/VARIOIUS LO
004586	WARREN PAVING INC	84910		2400547	2024	2	INV	P	271.61	113023	300103 ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	84916		2400869	2024	2	INV	P	164.94	113023	300103 ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	84929		2400869	2024	2	INV	P	224.10	113023	300103 ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	84957		2400869	2024	2	INV	P	251.00	113023	300103 ASPHALT/VARIOUS LOC
									1,682.56		
ACCOUNT TOTAL									1,682.56		
001201 540500 CONCRETE, CEMENT, ETC.											
047525	DELTA INDUSTRIES	822620		2400075	2024	2	INV	P	765.00	113023	299939 READY MIX CONCRETE
047525	DELTA INDUSTRIES	823925		2400075	2024	2	INV	P	475.00	113023	299939 READY MIX CONCRETE
									1,240.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL					1,240.00		
001201	542000			DRAINAGE PIPE & CULVERTS							
004284	SOUTHERN PIPE & SUPP	8789349-00	2400754	2024	2	INV	P		3,693.60	113023	300084 30" DRAINAGE PIPE
				ACCOUNT TOTAL					3,693.60		
001201	559000			OTHER OPERATING MATL/SPLY							
004634	WHEELER'S JANITORIAL	15456	2400745	2024	2	INV	P		413.00	113023	300108 BLACK CAN LINERS NP
				ACCOUNT TOTAL					413.00		
001201	570000			MTR VEHICLE REP. PTS/SPL							
003986	PUCKETT MACHINERY CO	PO5C5780784	2400631	2024	2	INV	P		150.66	113023	300062 UNIT 18035 SWITCH A
004297	SOUTHERN TIRE MART (	2520138887	2400775	2024	2	INV	P		1,500.00	113023	300085 TRAILER TIRES
				ACCOUNT TOTAL					1,650.66		
001201	604900			OTHER PROFESSIONAL SERV.							
002657	DEWS, C L & SONS FOU	207834	2304267	2024	2	INV	P		4,165.00	113023	299940 2 - STAIR RAILS WIT
003118	HOMESTEAD DIRT WORKS	2053	2400757	2024	2	INV	P		4,999.00	113023	299979 COMMUNITY ARTS CENT
004058	RJM MCQUEEN CONTRACT	2915	0	2024	2	INV	P		5,250.00	113023	300071 MB 2022-680 LURTY A
004058	RJM MCQUEEN CONTRACT	2916	0	2024	2	INV	P		15,500.00	113023	300071 MB 2022-680 N. 12TH
									20,750.00		
048676	PROCARE LANDS	20	0	2024	2	INV	P		3,000.00	113023	300060 MAINTENANCE OF CLAS
048836	PAYTON, RAY A.	10657	0	2024	2	INV	P		1,500.00	113023	300052 WEEKLY MAINTENANCE
048966	MARTINEZ DAVID J	123	0	2024	2	INV	P		2,000.00	113023	300011 WEEKLY MAINTENANCE
049851	CHARLES RICHEY	3554	0	2024	2	INV	P		1,262.50	113023	299916 CLASSIC WOOD ENTRAN
				ACCOUNT TOTAL					37,676.50		
001201	612000			FREIGHT							
002083	ALLBRITTON CHAIN SAW	100914	2400698	2024	2	INV	P		140.00	113023	299876 LAWNMOWERS PARTS
				ACCOUNT TOTAL					140.00		
001201	638400			MOTOR VEHICLE EQ. R&M							
002565	COURTESY MOTORS INC	RO#336846	2400772	2024	2	INV	P		177.08	113023	299934 LABOR/21723 UNIT #1
				ACCOUNT TOTAL					177.08		
001201	638700			AGRICULTURAL EQ. R&M							
003380	LANCASTER'S MACHINE	25613	2400865	2024	2	INV	P		482.00	113023	300000 REPAIRS ON UNIT #21

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
					ACCOUNT TOTAL			482.00				
001201 643000					UNIFORM RENT							
002471	CINTAS CORPORATION # 4174330544	0	2024	2	INV	P	35.95	113023	299921	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION # 4174330548	0	2024	2	INV	P	74.32	113023	299921	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION # 4174330777	0	2024	2	INV	P	19.99	113023	299922	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION # 4174330784	0	2024	2	INV	P	205.25	113023	299920	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION # 4174330790	0	2024	2	INV	P	46.97	113023	299921	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION # 4175119290	0	2024	2	INV	P	35.54	113023	299921	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION # 4175119332	0	2024	2	INV	P	35.95	113023	299921	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION # 4175119396	0	2024	2	INV	P	46.97	113023	299921	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION # 4175119405	0	2024	2	INV	P	112.62	113023	299920	UNIFORMS SC 8200044		
002471	CINTAS CORPORATION # 4175119422	0	2024	2	INV	P	19.99	113023	299921	UNIFORMS SC 8200044		
							633.55					
					ACCOUNT TOTAL			633.55				
001201 699900					SERVICES NOT SPECIFIED							
004504	UNITED FENCE COMPANY 26072	2400787	2024	2	INV	P	1,858.00	113023	300095	REPAIR FENCE/208 N		
					ACCOUNT TOTAL			1,858.00				
					ORG 001201 TOTAL			49,646.95				
001202					STREET LIGHTS							
001202 630500					ELECTRICITY							
003700	MS POWER COMPANY E2023-10 NOV	0	2024	2	INV	P	49.42	113023	300030	MISSISSIPPI POWER-2		
003700	MS POWER COMPANY E2023-11/17/2023B	0	2024	2	INV	P	98.84	113023	300030	MISSISSIPPI POWER-1		
003700	MS POWER COMPANY E2023-11/20/23B	0	2024	2	INV	P	102,829.37	113023	300033	MISSISSIPPI POWER E		
003700	MS POWER COMPANY E2023-20 NOV	0	2024	2	INV	P	49.47	113023	300030	MISSISSIPPI POWER-5		
003700	MS POWER COMPANY E2023-NOV 11	0	2024	2	INV	P	56.02	113023	300031	MISSISSIPPI POWER-1		
003700	MS POWER COMPANY E2023-NOV 15	0	2024	2	INV	P	48.90	113023	300032	MISSISSIPPI POWER-5		
							103,132.02					
003873 PEARL RIVER VALLEY E 2023-20 NOV					0	2024	2	INV	P	16.96	113023	300053 PEARL RIVER VALLEY
004282 SOUTHERN PINE ELECTR E2023 NOV 14					0	2024	2	INV	P	81.11	113023	300083 SOUTHERN PINE ELECT
004282 SOUTHERN PINE ELECTR E2023-11.01.23B					0	2024	2	INV	P	1,989.46	113023	300083 SOUTHERN PINE ELECT
							2,070.57					
					ACCOUNT TOTAL			105,219.55				
					ORG 001202 TOTAL			105,219.55				
001203					ENGR/PUBLIC SER							
001203 601500					ENGINEERING							
004197	SHOWS DEARMAN & WAIT 23818	0	2024	2	INV	P	6,757.50	113023	300075	EPA RESPONSE MB# 20		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL			6,757.50			
						TRAVEL EXPENSE						
001203	611000											
050036	MARYBETH	BERGIN	GRITS MEETING	091823	0	2024	2	INV	P	287.34	113023	300012 GULF REGION ITS MEE
050036	MARYBETH	BERGIN	GRITS MEETING	110623	0	2024	2	INV	P	294.09	113023	300012 GULF REGION ITS MEE
									581.43			
						ACCOUNT TOTAL			581.43			
						ELECTRICITY						
001203	630500											
003700	MS POWER	COMPANY	E2023-11/20/23B		0	2024	2	INV	P	544.68	113023	300033 MISSISSIPPI POWER E
						ACCOUNT TOTAL			544.68			
						REGISTRATION FEE/TUITION						
001203	684500											
050036	MARYBETH	BERGIN	GRITS MEETING	110623	0	2024	2	INV	P	225.00	113023	300012 GULF REGION ITS MEE
						ACCOUNT TOTAL			225.00			
						ORG 001203 TOTAL			8,108.61			
						SHOP DIVISION						
001204	630500											
001204	MS POWER	COMPANY	E2023-11/20/23B		0	2024	2	INV	P	48.90	113023	300033 MISSISSIPPI POWER E
						ACCOUNT TOTAL			48.90			
						UNIFORM RENT						
001204	643000											
002471	CINTAS	CORPORATION #	4174330756		0	2024	2	INV	P	64.20	113023	299921 UNIFORM RENTAL/PW S
002471	CINTAS	CORPORATION #	4175119341		0	2024	2	INV	P	64.20	113023	299921 UNIFORM RENTAL/PW S
									128.40			
						ACCOUNT TOTAL			128.40			
						ORG 001204 TOTAL			177.30			
						G O & F S DIV.						
001205	604900											
001205	604900											
003186	INSTALLATION	PLUS	11530		0	2024	2	INV	P	75.00	113023	299984 OCTOBER MONITORING/
003186	INSTALLATION	PLUS	11543		0	2024	2	INV	P	75.00	113023	299984 MONTHLY MONITORING
003186	INSTALLATION	PLUS	11544		0	2024	2	INV	P	210.00	113023	299984 LABOR/FUEL STATION
									360.00			
						ACCOUNT TOTAL			597.50			
						ELECTRICITY						
001205	630500											
003700	MS POWER	COMPANY	E2023-11/20/23B		0	2024	2	INV	P	74.44	113023	300033 MISSISSIPPI POWER E

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2			INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			74.44			
					ORG 001205			TOTAL			671.94
001206 DRAINAGE DIV.											
001206	606000		TELEPHONE AND TELEGRAPH								
002160	AT&T MOBILITY	287290252011X110523	0	2024	2	INV	P	518.15	113023	299890	MB2016-287/WIRELESS
					ACCOUNT TOTAL			518.15			
001206 721502					MIDTOWN DETENTION BASIN						
003764	NEEL-SCHAFFER INC	1091442	0	2024	2	INV	P	5,333.10	113023	300045	MB 2011-4/307 MIDTO
					ACCOUNT TOTAL			5,333.10			
001206 729500					OTHER IMPROVEMENTS						
004197	SHOWS DEARMAN & WAIT	23824	0	2024	2	INV	P	25,920.00	113023	300075	MB 2020-179 HEATHER
					ACCOUNT TOTAL			25,920.00			
					ORG 001206			TOTAL			31,771.25
001207 CONSTRUCTION											
001207	559000		OTHER OPERATING MATL/SPLY								
002901	GILKEY ELECTRIC SUPP	383358	2400831	2024	2	INV	P	30.84	113023	299965	KLEIN STAPLES/CHRIS
003543	MCELHANEY PLUMBING I	297888	2400703	2024	2	INV	P	50.00	113023	300016	SIPHON PUMP/ELECTRI
					ACCOUNT TOTAL			80.84			
001207 560000					BUILDING MATERIALS & SPLY						
002714	ECONOMY SUPPLY CO	112366	2400890	2024	2	INV	P	171.80	113023	299944	MAIL BOX POST/CONST
					ACCOUNT TOTAL			171.80			
001207 560500					ELECTRICAL SUPPLIES						
002883	GARNER LUMLEY ELECTR	605228	2400443	2024	2	INV	P	45.00	113023	299963	ZIP TIES FOR ELECTR
003742	N & H ELECTRONIC DIS	17387	2400838	2024	2	INV	P	67.25	113023	300044	ADAPTERS FOR CHRIST
004256	SOLAR SUPPLY INC	3472712	2400692	2024	2	INV	P	52.14	113023	300079	TWIN FORK RISING/CO
					ACCOUNT TOTAL			164.39			
001207 604900					OTHER PROFESSIONAL SERV.						
002523	COMCAST CABLEVISION	COMCAST-NOV/18-DEC 2	0	2024	2	INV	P	146.40	113023	299932	COMCAST-CIVIL DEFEN
					ACCOUNT TOTAL			146.40			
001207 639100					DOWNTOWN LIGHTS R&M						
002901	GILKEY ELECTRIC SUPP	381689	2400663	2024	2	INV	P	1,066.87	113023	299965	FAIRCHILD PARK ELEC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002901	GILKEY ELECTRIC SUPP	383520		2400881	2024	2	INV P	276.12	113023	299965 28TH & MAMIE ELECTR
								1,342.99		
							ACCOUNT TOTAL	1,342.99		
001207	642000						MACHINERY RENT			
003987	PUCKETT RENTS	007009		2400819	2024	2	INV P	750.25	113023	300063 4x4 DIESEL LIFT/PUT
							ACCOUNT TOTAL	750.25		
001207	643000						UNIFORM RENT			
002471	CINTAS CORPORATION # 4174330556			0	2024	2	INV P	74.15	113023	299921 UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION # 4175119295			0	2024	2	INV P	54.76	113023	299921 UNIFORM RENTAL/CONS
								128.91		
							ACCOUNT TOTAL	128.91		
							ORG 001207 TOTAL	2,785.58		
001220							SANITATION DIV.			
001220	513000						CHEMICALS			
004583	WARING OIL CO	291046		2400867	2024	2	INV P	888.38	113023	300101 DEF FOR SANITATION
							ACCOUNT TOTAL	888.38		
001220	546000						MINOR EQUIPMENT			
002083	ALLBRITTON CHAIN SAW	100862		2400837	2024	2	INV P	833.47	113023	299876 CHAINSAW, CHAIN, AN
							ACCOUNT TOTAL	833.47		
001220	559100						OTHER OPER.MATLS-FULL R			
002472	CINTAS FIRST AID J71	5185210945		2400849	2024	2	INV P	1,432.11	113023	299923 GLOVES/LYSOL WIPES
							ACCOUNT TOTAL	1,432.11		
001220	570000						MTR VEHICLE REP. PTS/SPL			
002166	AUTO ARMATURE SERVIC	32568		2400779	2024	2	INV P	379.90	113023	299892 UNIT 20071 BATTERIE
002739	EMPIRE TRUCK SALES	RE006038682:01		2400644	2024	2	INV P	984.47	113023	299947 UNIT 20072 ADDITION
002739	EMPIRE TRUCK SALES	RE006038682:02		2400591	2024	2	INV P	2,752.69	113023	299947 20072 SURGE TANK RE
002739	EMPIRE TRUCK SALES	RE006038682:03		2400694	2024	2	INV P	2,079.98	113023	299947 UNIT 20072 COOLANT
								5,817.14		
048827	CARQUEST	14758-32157		2400673	2024	2	INV P	156.87	113023	299913 ADHESIVE REMOVER -I
							ACCOUNT TOTAL	6,353.91		
001220	639800						TOW IN CHARGES			
003253	JOHNNY'S WRECKER SER	00046594		0	2024	2	INV P	400.00	113023	299996 TOW UNIT 14409 TO A

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									400.00		
UNIFORM RENT											
001220	643000										
002471	CINTAS CORPORATION # 415119468			0	2024	2	INV	P	366.49	113023	299920 SC8200044758-SANIT
002471	CINTAS CORPORATION # 417431090			0	2024	2	INV	P	236.63	113023	299920 SC8200044758-SANIT
002471	CINTAS CORPORATION # 4175119248			0	2024	2	INV	P	40.18	113023	299921 SC8200044758-SANIT
									643.30		
002472	CINTAS FIRST AID J71 5185210902			0	2024	2	INV	P	60.12	113023	299923 FIRST AID RESTOCK -
ACCOUNT TOTAL									703.42		
MOP-MAT-RAG RENT											
001220	643500										
002471	CINTAS CORPORATION # 4174330360			0	2024	2	INV	P	40.18	113023	299921 SC8200044758 SANIT
ACCOUNT TOTAL									40.18		
TIPPING FEES											
001220	688000										
004591	WASTE MANAGEMENT OF 001873-2526-7			0	2024	2	INV	P	1,771.59	113023	300104 MB2003-5/484 SANIT
ACCOUNT TOTAL									1,771.59		
ORG 001220 TOTAL									12,423.06		
HEALTH DIVISION											
001250	575500										
002083	ALLBRITTON CHAIN SAW 100914			2400698	2024	2	INV	P	1,992.00	113023	299876 LAWNMOWERS PARTS
ACCOUNT TOTAL									1,992.00		
ORG 001250 TOTAL									1,992.00		
ECONOMIC DEV.											
OTHER PROFESSIONAL SERV.											
001402	604900										
002515	COLONY CONSTRUCTION 16TH & CONCAR #2			0	2024	2	INV	P	52,910.86	113023	299931 MB 2022-202 16TH AV
003764	NEEL-SCHAFFER INC 1090382			0	2024	2	INV	P	885.37	113023	300045 MB 2021-322 HIGHWAY
003764	NEEL-SCHAFFER INC 1090384			0	2024	2	INV	P	1,188.13	113023	300045 MB 2022-106 FRONT S
003764	NEEL-SCHAFFER INC 1090387-1091434			0	2024	2	INV	P	7,790.14	113023	300045 MB 2022-29 16TH AVE
003764	NEEL-SCHAFFER INC 1090388-1091435			0	2024	2	INV	P	6,276.68	113023	300045 MB 2021-500 HIGHWAY
									16,140.32		
004058	RJM MCQUEEN CONTRACT 2910			2304258	2024	2	INV	P	20,880.10	113023	300071 SIDEWALK REPAIR - M
004058	RJM MCQUEEN CONTRACT 2913			2304262	2024	2	INV	P	25,000.00	113023	300071 SIDEWALK REPAIR - C
004058	RJM MCQUEEN CONTRACT 2913A			0	2024	2	INV	P	6,723.80	113023	300071 MB 2022-680 CONCAR
									52,603.90		
047007	FAIRLEY CONSTRUCTION 638			2300745	2024	2	INV	P	33,000.00	113023	299952 2-QUOTE CAMP ST. BO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
049419	MISSISSIPPI POWER	01852-28219	0	2024	2	INV P	430.30	113023	300023	MISSISSIPPI POWER	P
049419	MISSISSIPPI POWER	06552-63004	0	2024	2	INV P	439.75	113023	300025	MISSISSIPPI POWER	P
049419	MISSISSIPPI POWER	09470-99014	0	2024	2	INV P	451.62	113023	300024	MISSISSIPPI POWER	P
							1,321.67				
ACCOUNT TOTAL							155,976.75				
001402	682001			FCIPC/AREA DEV. PRTRNSHIP							
001034	CITY OF HATTIESBURG	087001.3456 QE 12/23	0	2024	2	INV P	81,250.00	113023	299925	CONTRIBUTION TO IND	
ACCOUNT TOTAL							81,250.00				
ORG 001402 TOTAL							237,226.75				
001553	CEMETERY DIV										
001553	570000			MTR VEHICLE REP. PTS/SPL							
048827	CARQUEST	14758-31886	2400782	2024	2	INV P	91.86	113023	299913	MOTOR VEHICLE REPAI	
ACCOUNT TOTAL							91.86				
001553	604900			OTHER PROFESSIONAL SERV.							
003191	INTERFACE SECURITY S	20588789	0	2024	2	INV P	50.27	113023	299985	SECURITY MONITORING	
003634	MOLLY MAID	1223	0	2024	2	INV P	415.00	113023	300026	FILE# 2023-723 CLEA	
ACCOUNT TOTAL							465.27				
001553	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287290252011X110523	0	2024	2	INV P	144.90	113023	299890	MB2016-287/WIRELESS	
ACCOUNT TOTAL							144.90				
001553	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2023-11/20/23B	0	2024	2	INV P	453.50	113023	300033	MISSISSIPPI POWER	E
ACCOUNT TOTAL							453.50				
ORG 001553 TOTAL							1,155.53				
001560	PARKING OPER.										
001560	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2023-11/20/23B	0	2024	2	INV P	1,067.55	113023	300033	MISSISSIPPI POWER	E
ACCOUNT TOTAL							1,067.55				
ORG 001560 TOTAL							1,067.55				
FUND 001 REVENUES							TOTAL:	842,248.75			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002300	PKS/REC-RECREATION MAINT. DIV.											
002300	513000	CHEMICALS										
049595	SITEONE LANDSCAPE	135609540-001	2400299	2024	2	INV	P	3,434.16	113023	300077	P&R	GROUNDS MAINT-C
ACCOUNT TOTAL								3,434.16				
002300	535500	WEARING APPAREL										
003216	J M H GRAPHICS	40526	2400738	2024	2	INV	P	568.00	113023	299987	P&R	GROUNDS-STAFF S
ACCOUNT TOTAL								568.00				
002300	541500	SAND,CLAY,GRVL,FILL DIRT										
002359	BURGE EXCAVATING & G	2026	2400566	2024	2	INV	P	335.00	113023	299908	P&R	TATUM PARK-MASO
049748	MCCAY JOHN REID	8151	2400781	2024	2	INV	P	626.67	113023	300014	P&R	HARDY ST-ROUNDA
ACCOUNT TOTAL								961.67				
002300	544000	HORT./LANDSCAPING SPPLY.										
004279	SOUTHERN MS PINE STR	14077	2400398	2024	2	INV	P	1,350.00	113023	300082	P&R	GRNDS-PINE STRA
004547	VESELY'S NURSERY	0200509C	2400509	2024	2	INV	P	195.00	113023	300098	P&R	VETERANS PARK-P
004547	VESELY'S NURSERY	02400509A	2400509	2024	2	INV	P	351.00	113023	300098	P&R	VETERANS PARK-P
004547	VESELY'S NURSERY	02400509B	2400509	2024	2	INV	P	156.00	113023	300098	P&R	VETERANS PARK-P
								702.00				
ACCOUNT TOTAL								2,052.00				
002300	546000	MINOR EQUIPMENT										
002492	CLEMTS HARDWARE	131175	2400160	2024	2	INV	P	20.74	113023	299930	P&R	GROUNDS-MINOR E
002492	CLEMTS HARDWARE	131290	2400532	2024	2	INV	P	527.92	113023	299930	P&R	GROUNDS-TOOLS
002492	CLEMTS HARDWARE	131296	2400571	2024	2	INV	P	79.98	113023	299930	P&R	GROUNDS-SHOVELS
								628.64				
ACCOUNT TOTAL								628.64				
002300	551000	RECREATIONAL SUPPLIES										
002714	ECONOMY SUPPLY CO	112018	2400832	2024	2	INV	P	440.00	113023	299944	P&R	GROUNDS-LITTER
ACCOUNT TOTAL								440.00				
002300	560500	ELECTRICAL SUPPLIES										
002883	GARNER LUMLEY ELECTR	604954	2400668	2024	2	INV	P	68.73	113023	299963	P&R	VETERANS PARK-E
ACCOUNT TOTAL								68.73				
002300	570000	MTR VEHICLE REP. PTS/SPL										
002361	BURKETT RADIATOR SHO	68327	2400683	2024	2	INV	P	330.00	113023	299909	P&R	TRK 21328-RADIA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
002565	COURTESY	MOTORS	INC	118383	2400239	2024	2	INV	P	335.30	113023	299934	P&R TRK UNIT 16048-
002565	COURTESY	MOTORS	INC	118949-1	2400239	2024	2	INV	P	127.56	113023	299934	P&R TRK UNIT 16048-
002565	COURTESY	MOTORS	INC	118949-2	2400239	2024	2	INV	P	31.30	113023	299934	P&R TRK UNIT 16048-
										494.16			
004297	SOUTHERN	TIRE	MART (	2520139010	2400744	2024	2	INV	P	651.99	113023	300085	P&R TRK UNIT 21753-
004297	SOUTHERN	TIRE	MART (	2520139011	2400747	2024	2	INV	P	551.52	113023	300085	P&R TRK UNIT 21755-
004297	SOUTHERN	TIRE	MART (	2520139823	2400746	2024	2	INV	P	610.00	113023	300085	P&R TRK UNIT 14143-
004297	SOUTHERN	TIRE	MART (	2520140428	2400870	2024	2	INV	P	399.68	113023	300085	P&R TRK UNIT 21754-
										2,213.19			
048827	CARQUEST			14758-31092	2400397	2024	2	INV	P	39.65	113023	299913	P&R TRK 14143-PARTS
048827	CARQUEST			14758-31565	2400416	2024	2	INV	P	69.18	113023	299913	P&R GROUNDS-SHOP SU
048827	CARQUEST			14758-31566	2400416	2024	2	INV	P	71.01	113023	299913	P&R GROUNDS-SHOP SU
048827	CARQUEST			14758-31567	2400416	2024	2	INV	P	428.16	113023	299913	P&R GROUNDS-SHOP SU
048827	CARQUEST			14758-31812	2400416	2024	2	INV	P	132.14	113023	299913	P&R GROUNDS-SHOP SU
048827	CARQUEST			14758-31876	2400416	2024	2	INV	P	489.72	113023	299913	P&R GROUNDS-SHOP SU
048827	CARQUEST			14758-31889	2400416	2024	2	INV	P	67.08	113023	299913	P&R GROUNDS-SHOP SU
										1,296.94			
ACCOUNT TOTAL										4,334.29			
002300	575500				AGRICLTRL REPAIR PTS/SPL								
002083	ALLBRITTON	CHAIN	SAW	16751	2400585	2024	2	INV	P	28.94	113023	299876	P&R GRNDS BLOWER-RE
002304	BRACKMAN	MOWER	WAREH	46261	2400808	2024	2	INV	P	102.00	113023	299903	P&R GROUNDS- BLADES
003843	PARISH	TRACTOR	(HATT	W05818	2400732	2024	2	INV	P	77.64	113023	300050	P&R TRACTOR-REPAIR
ACCOUNT TOTAL										208.58			
002300	630500				ELECTRICITY								
003700	MS POWER	COMPANY		E2023-11/20/23B	0	2024	2	INV	P	636.40	113023	300033	MISSISSIPPI POWER E
ACCOUNT TOTAL										636.40			
002300	635500				ELECTRICAL R&M								
002672	DOLEAC	ELECTRIC	CO I H	28351	0	2024	2	INV	P	423.10	113023	299942	P&R TATUM-SOCC LIGH
ACCOUNT TOTAL										423.10			
002300	635700				PLUMBING EQUIPMENT R&M								
002100	AMERICAN	AIR	SPECIAL	121613	0	2024	2	INV	P	1,092.62	113023	299879	P&R TATUM PARK-LABO
ACCOUNT TOTAL										1,092.62			
002300	638400				MOTOR VEHICLE EQ. R&M								
002361	BURKETT	RADIATOR	SHO	68327	2400683	2024	2	INV	P	200.00	113023	299909	P&R TRK 21328-RADIA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2														
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR		TYP	S	WARRANT	CHECK	DESCRIPTION	
003246	JERRY'S	AUTOMOTIVE	R	22762		2400542	2024	2	INV	P	82.75	113023	299995 P&R TRK UNIT 21327-	
004297	SOUTHERN	TIRE	MART (	2520139010		2400744	2024	2	INV	P	131.00	113023	300085 P&R TRK UNIT 21753-	
004297	SOUTHERN	TIRE	MART (	2520139825		2400860	2024	2	INV	P	39.95	113023	300085 P&R GROUNDS- TRUCK	
004297	SOUTHERN	TIRE	MART (	2520140428		2400870	2024	2	INV	P	49.90	113023	300085 P&R TRK UNIT 21754-	
											220.85			
ACCOUNT TOTAL											503.60			
002300	638700	AGRICULTURAL EQ. R&M												
002083	ALLBRITTON	CHAIN	SAW	16489		2400339	2024	2	INV	P	230.82	113023	299876 P&R GRNDS-EQUIPMENT	
002083	ALLBRITTON	CHAIN	SAW	16776		2400543	2024	2	INV	P	97.67	113023	299876 P&R STHIL EQUIP REP	
002083	ALLBRITTON	CHAIN	SAW	16823		2400794	2024	2	INV	P	137.77	113023	299876 P&R GROUNDS-LABOR T	
002083	ALLBRITTON	CHAIN	SAW	16833		2400794	2024	2	INV	P	62.61	113023	299876 P&R GROUNDS-LABOR T	
											528.87			
003843	PARISH	TRACTOR (HATT	W05818			2400732	2024	2	INV	P	303.80	113023	300050 P&R TRACTOR-REPAIR	
004297	SOUTHERN	TIRE	MART (	2520140258		2400876	2024	2	INV	P	39.95	113023	300085 P&R TRK UNIT 21153-	
ACCOUNT TOTAL											872.62			
002300	639600	SIGN PAINTING												
002796	FASTSIGNS OF HATTIES			2153-11620		2400773	2024	2	INV	P	105.64	113023	299954 P&R KAMPER PARK-ADA	
004205	SIGNS	FIRST		H-86864		2400637	2024	2	INV	P	255.00	113023	300076 P&R ALL BALLFIELDS-	
ACCOUNT TOTAL											360.64			
002300	643000	UNIFORM RENT												
002471	CINTAS	CORPORATION #	4172714631			0	2024	2	INV	P	305.85	113023	299920 PR-GRNDS MAINT UNIF	
002471	CINTAS	CORPORATION #	417272675			0	2024	2	INV	P	362.86	113023	299920 P&R GRNDS MAINT UNI	
002471	CINTAS	CORPORATION #	4173427854			0	2024	2	INV	P	314.54	113023	299920 P&R GRNDS MAINT UNI	
002471	CINTAS	CORPORATION #	4174008040			0	2024	2	INV	P	223.54	113023	299920 P&R GRNDS MAINT UNI	
002471	CINTAS	CORPORATION #	4174887944			0	2024	2	INV	P	223.54	113023	299920 P&R GRNDS MAINT UNI	
											1,430.33			
ACCOUNT TOTAL											1,430.33			
002300	644900	OTHER RENT												
002071	AIRGAS	USA LLC (NORD	5503165832			0	2024	2	INV	P	94.33	113023	299875 P&R GRNDS MAINT CYL	
002471	CINTAS	CORPORATION #	4171272119			0	2024	2	INV	P	26.04	113023	299921 P&R GRNDS MAINT MAT	
002471	CINTAS	CORPORATION #	4172714271			0	2024	2	INV	P	26.04	113023	299921 PR-GRNDS MAINT MAT	
002471	CINTAS	CORPORATION #	4173427590			0	2024	2	INV	P	28.47	113023	299921 P&R GRNDS MAINT MAT	
002471	CINTAS	CORPORATION #	4174008006			0	2024	2	INV	P	28.47	113023	299921 P&R GRNDS MAINT MAT	
002471	CINTAS	CORPORATION #	4174887769			0	2024	2	INV	P	28.47	113023	299921 P&R GRNDS MAINT MAT	
											137.49			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2				ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL												231.82		
002300	699900	SERVICES NOT SPECIFIED												
003225	JACKSON, ROOSEVELT I	123012	2400711	2024	2	INV	P	5,675.00	113023	299990	P&R 9TH ST TWO QUOT			
003787	NOON DAY OPTIMIST CL	0023	0	2024	2	INV	P	2,400.00	113023	300047	P&R JAYCEE-LABOR ON			
004058	RJM MCQUEEN CONTRACT	2912	0	2024	2	INV	P	9,963.00	113023	300071	MB 2022-680 ANTHONY			
047187	FOUR SEASONS LAWN	16624	0	2024	2	INV	P	350.00	113023	299958	PR-38TH AVE LABOR			
048161	JUBILEE DECOR	2181	2400195	2024	2	INV	P	34,457.00	113023	299997	TWO QUOTE/CHRISTMAS			
050271	LIGHTNING PROTECTION	63724	2400053	2024	2	INV	P	925.70	113023	300004	P&R TATUM SOCCER-LA			
050384	FOUR SEASONS ORNAMEN	2468	0	2024	2	INV	P	395.00	113023	299959	P&R 38TH AVE-LABOR			
050384	FOUR SEASONS ORNAMEN	2469	0	2024	2	INV	P	400.00	113023	299959	P&R HARDY ST LABOR			
								795.00						
ACCOUNT TOTAL												54,565.70		
ORG 002300 TOTAL												72,812.90		
002315	PKS/REC-REC.ADMIN/COM.REL. OFFICIALS													
002315	603400	OFFICIALS												
049412	BLUE WILLIAM TERRELL	WB111123	0	2024	2	INV	P	20.00	113023	299897	YOUTH FOOTBALL CHAI			
050266	BELL CLIFTON	CB111123	0	2024	2	INV	P	75.00	113023	299895	YOUTH FOOTBALL GAME			
050285	THOMPSON JABREIL	JT1123	0	2024	2	INV	P	75.00	113023	300093	YOUTH FOOTBALL GAME			
050286	FAIRLEY TEVIN	TF111123	0	2024	2	INV	P	75.00	113023	299953	YOUTH FOOTBALL GAME			
050378	M L PITTMAN	ML111123	0	2024	2	INV	P	75.00	113023	300007	YOUTH FOOTBALL GAME			
ACCOUNT TOTAL												320.00		
002315	604900	OTHER PROFESSIONAL SERV.												
002965	GUTHRIE, JONI S	JG11131122	0	2024	2	INV	P	150.00	113023	299969	INSTRUCTOR LOW IMPA			
003958	POWELL, RANDY	RP1191121	0	2024	2	INV	P	660.00	113023	300059	YOUTH ATHLETIC STAF			
048422	RAY NANCY REBEKAH	RRAY11131120	0	2024	2	INV	P	10.00	113023	300068	CERAMICS CLASS INST			
050382	ELLEN M MORRISON	EM11623	0	2024	2	INV	P	50.00	113023	299945	ADULT COOKING CLASS			
ACCOUNT TOTAL												870.00		
002315	604919	OTH PROF SERV-ART CENTER												
047117	ABIGAIL LENZ	AA10261119	0	2024	2	INV	P	212.50	113023	299872	KIDS AFTERSCHOOL AR			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL			212.50			
002315	630500			ELECTRICITY								
003700	MS POWER COMPANY	E2023-11/20/23B	0	2024	2	INV P	13,428.69	113023	300033	MISSISSIPPI POWER E		
						ACCOUNT TOTAL			13,428.69			
						ORG 002315	TOTAL		14,831.19			
FUND 002 PARKS & RECREATION FUND						TOTAL:		87,644.09				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
005160								H.M.F.P.FUND-FIRE DIVISION	
005160	729500							OTHER IMPROVEMENTS	
050391	ASSOCIATED CONTRACTO	PAY APP NO 1	0	2024	2 INV P	68,874.05	113023	299884	MB 2022-271 FIRESTA
						ACCOUNT TOTAL			68,874.05
						ORG 005160	TOTAL		68,874.05
FUND 005 HATT.MUNICIPAL FIRE PROTECTION						TOTAL:			68,874.05

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660											
009660	604900										
004594	WATER COMPANY OF AME	23			0	2024	2	INV P	43,315.95	113023	300105 REVIEW OF UNBILLED
004594	WATER COMPANY OF AME	24			0	2024	2	INV P	7,076.68	113023	300105 REVIEW OF UNBILLED
									50,392.63		
									ACCOUNT TOTAL	50,392.63	
009660	630000										
004321	SPIRE		G2023-NOV	16	0	2024	2	INV P	48.79	113023	300086 SPIRE-(MILMUT GAS)
									ACCOUNT TOTAL	48.79	
009660	638400										
050394	BOOTH JOSEPH		11272023		2400920	2024	2	INV P	85.00	113023	299900 UNLOCK UNIT 18706 W
									ACCOUNT TOTAL	85.00	
									ORG 009660 TOTAL	50,526.42	
009672											
009672	535500										
048909	BRADY COMPANIES, LLC	8456760			2400713	2024	2	INV P	1,178.36	113023	299904 RUBBER KNEE HIGH ST
									ACCOUNT TOTAL	1,178.36	
009672	561000										
002442	CENTRAL PIPE SUPPLY	S100346963-001			2304949	2024	2	INV P	4,770.08	113023	299914 WAREHOUSE STOCK FOR
002442	CENTRAL PIPE SUPPLY	S100347879-001			2304950	2024	2	INV P	2,250.00	113023	299914 WAREHOUSE STOCK FOR
002442	CENTRAL PIPE SUPPLY	S100350713-001			2400498	2024	2	INV P	657.50	113023	299914 METER BOX LIDS -- W
002442	CENTRAL PIPE SUPPLY	S100350713-002			2400498	2024	2	INV P	4,100.00	113023	299914 METER BOX LIDS -- W
									11,777.58		
									ACCOUNT TOTAL	11,777.58	
009672	570000										
002700	EAGLE TIRE AND SERVI	INV077738			2400708	2024	2	INV P	494.00	113023	299943 TIRES FOR UNIT # 21
002700	EAGLE TIRE AND SERVI	INV077771			2400709	2024	2	INV P	550.64	113023	299943 TIRES FOR UNIT # 18
									1,044.64		
002738	EMPIRE TRUCK SALES	RE006038639-01			2400665	2024	2	INV P	596.77	113023	299946 REPAIRS TO UNIT # 1
003861	PATTERSON AUTO ELECT	82153			2400814	2024	2	INV P	113.62	113023	300051 REPAIRS TO UNIT # 2
003861	PATTERSON AUTO ELECT	82154			2400842	2024	2	INV P	129.81	113023	300051 REPAIRS FOR UNIT #
003861	PATTERSON AUTO ELECT	82155			2400843	2024	2	INV P	427.50	113023	300051 REPAIRS FOR UNIT #
									670.93		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
048827	CARQUEST	14758-32097	2400851	2024	2	INV	P	136.56	113023	299913 ANTI FREEZE & WASHE
050371	PINE BELT FLEET	675	2400562	2024	2	INV	P	934.10	113023	300056 REPAIRS TO UNIT # 1
050371	PINE BELT FLEET	676	2400593	2024	2	INV	P	295.52	113023	300056 REPAIRS TO UNIT # 1
050371	PINE BELT FLEET	677	2400612	2024	2	INV	P	140.30	113023	300056 REPAIRS TO UNIT # 1
								1,369.92		
ACCOUNT TOTAL								3,818.82		
009672	604900									
003664	MS 811	240176	0	OTHER PROFESSIONAL SERV.	2024	2	INV	P	15,683.52	113023 300027 11/22 TO 10/23 BILL
ACCOUNT TOTAL								15,683.52		
009672	636000									
003649	C J MORGAN INC	2023066	0	STREETS & STRUCTURES R&M	2024	2	INV	P	255,381.94	113023 299910 MB2022-680: WATER R
003649	C J MORGAN INC	2023067	0		2024	2	INV	P	80,152.74	113023 299910 MB2022-680: WATER R
								335,534.68		
ACCOUNT TOTAL								335,534.68		
009672	638400									
002700	EAGLE TIRE AND SERVI	INV077738	2400708	2024	2	INV	P	80.00	113023	299943 TIRES FOR UNIT # 21
002700	EAGLE TIRE AND SERVI	INV077771	2400709	2024	2	INV	P	80.00	113023	299943 TIRES FOR UNIT # 18
								160.00		
002738	EMPIRE TRUCK SALES	RE006038639-01	2400665	2024	2	INV	P	666.81	113023	299946 REPAIRS TO UNIT # 1
003861	PATTERSON AUTO ELECT	82153	2400814	2024	2	INV	P	285.00	113023	300051 REPAIRS TO UNIT # 2
003861	PATTERSON AUTO ELECT	82154	2400842	2024	2	INV	P	142.50	113023	300051 REPAIRS FOR UNIT #
003861	PATTERSON AUTO ELECT	82155	2400843	2024	2	INV	P	453.82	113023	300051 REPAIRS FOR UNIT #
								881.32		
050371	PINE BELT FLEET	675	2400562	2024	2	INV	P	747.55	113023	300056 REPAIRS TO UNIT # 1
050371	PINE BELT FLEET	676	2400593	2024	2	INV	P	486.49	113023	300056 REPAIRS TO UNIT # 1
050371	PINE BELT FLEET	677	2400612	2024	2	INV	P	451.50	113023	300056 REPAIRS TO UNIT # 1
								1,685.54		
ACCOUNT TOTAL								3,393.67		
009672	638600									
003987	PUCKETT RENTS	999876	2400785	2024	2	INV	P	287.35	113023	300063 REPAIRS TO TRASH PU
ACCOUNT TOTAL								287.35		
009672	643000									
002471	CINTAS CORPORATION #	4173700889	0	UNIFORM RENT	2024	2	INV	P	204.65	113023 299920 SC#8200044758: UNIF

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002471	CINTAS CORPORATION # 4174333231		0	2024	2	INV P	204.65	113023	299920	SC#8200044758: UNIF
002471	CINTAS CORPORATION # 4175120335		0	2024	2	INV P	204.65	113023	299920	SC#8200044758- UNIF
							613.95			
ACCOUNT TOTAL							613.95			
ORG 009672 TOTAL							372,287.93			
009673 W&S O&M-WATER PLANT DIVISION										
009673 513000 CHEMICALS										
003179	INDUSTRIAL CHEMICALS 539868		2400706	2024	2	INV P	4,500.00	113023	299983	50LB BAGS LIME FOR
003179	INDUSTRIAL CHEMICALS 539869		2400707	2024	2	INV P	4,960.00	113023	299983	50lb BAGS SODIUM FL
							9,460.00			
ACCOUNT TOTAL							9,460.00			
009673 604900 OTHER PROFESSIONAL SERV.										
003614	MISSION COMMUNICATIO 1082108		0	2024	2	INV P	2,300.40	113023	300022	ANNUAL SERVICE, VAR
003825	OWENS BUSINESS MACHI 475076		0	2024	2	INV P	199.85	113023	300049	FINAL ANNUAL MAINTEN
ACCOUNT TOTAL							2,500.25			
009673 606000 TELEPHONE AND TELEGRAPH										
002160	AT&T MOBILITY	287290252011X110523	0	2024	2	INV P	915.74	113023	299890	MB2016-287/WIRELESS
ACCOUNT TOTAL							915.74			
009673 630500 ELECTRICITY										
003700	MS POWER COMPANY	E2023-11/20/23B	0	2024	2	INV P	9,061.44	113023	300033	MISSISSIPPI POWER E
ACCOUNT TOTAL							9,061.44			
009673 638400 MOTOR VEHICLE EQ. R&M										
003712	MS STATE/TAX COMM/TA TAG UNIT # 22161		0	2024	2	INV P	12.00	113023	300041	TAG UNIT #22161/VIN
ACCOUNT TOTAL							12.00			
009673 643500 MOP-MAT-RAG RENT										
002471	CINTAS CORPORATION # 4173700337		0	2024	2	INV P	87.07	113023	299920	SC#8200044758: MOPS
002471	CINTAS CORPORATION # 4175120140		0	2024	2	INV P	77.59	113023	299920	SC#8200044758- MOPS
							164.66			
ACCOUNT TOTAL							164.66			
ORG 009673 TOTAL							22,114.09			

YEAR/PERIOD: 2024/1 TO 2024/2											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
009676				W&S O&M-SEWER DIVISION							
009676 513000				CHEMICALS							
002443	CERTIFIED LABORATORI	8473539		2400806	2024	2	INV	P	25,854.00	113023	299915 TREATMENT CHEMICALS
ACCOUNT TOTAL									25,854.00		
009676 604900				OTHER PROFESSIONAL SERV.							
002288	BONNER ANALYTICAL TE	81794		0	2024	2	INV	P	2,433.56	113023	299899 NPDES MONITORING OF
ACCOUNT TOTAL									2,433.56		
009676 606000				TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287290252011X110523		0	2024	2	INV	P	47.17	113023	299890 MB2016-287/WIRELESS
ACCOUNT TOTAL									47.17		
009676 630500				ELECTRICITY							
003700	MS POWER COMPANY	E2023-11/20/23B		0	2024	2	INV	P	2,369.27	113023	300033 MISSISSIPPI POWER E
004282	SOUTHERN PINE ELECTR	E2023 NOV 14		0	2024	2	INV	P	492.11	113023	300083 SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2023-11.01.23B		0	2024	2	INV	P	184.37	113023	300083 SOUTHERN PINE ELECT
									676.48		
ACCOUNT TOTAL									3,045.75		
009676 636000				STREETS & STRUCTURES R&M							
004058	RJM MCQUEEN CONTRACT	2903		0	2024	2	INV	P	4,096.00	113023	300071 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2904		0	2024	2	INV	P	3,380.00	113023	300071 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2907		0	2024	2	INV	P	2,570.20	113023	300071 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2908		0	2024	2	INV	P	4,130.00	113023	300071 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2919		0	2024	2	INV	P	15,587.56	113023	300071 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2920		0	2024	2	INV	P	8,005.30	113023	300071 MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	2921		0	2024	2	INV	P	5,765.00	113023	300071 FILE2022-680:SEWER
004058	RJM MCQUEEN CONTRACT	2922		0	2024	2	INV	P	3,242.32	113023	300071 FILE2022-680:SEWER
									46,776.38		
ACCOUNT TOTAL									46,776.38		
009676 638600				CONSTRUCTION EQUIP R&M							
002083	ALLBRITTON CHAIN SAW	16824		2400815	2024	2	INV	P	106.67	113023	299876 REPAIRS TO STIHL FS
002083	ALLBRITTON CHAIN SAW	16829		2400816	2024	2	INV	P	214.07	113023	299876 REPAIRS TO ASSET #
									320.74		
ACCOUNT TOTAL									320.74		
ORG 009676 TOTAL									78,477.60		

YEAR/PERIOD: 2024/1 TO 2024/2		ACCOUNT/VENDOR		INVOICE		PO		YEAR/PR TYP S		WARRANT		CHECK		DESCRIPTION	
009677 513000				W&S O&M-SEWER LAGOON DIV.											
002094 ALLIED UNIVERSAL COR I2902560				CHEMICALS		2400742 2024 2 INV P		21,570.00		113023		299878		CHLORINE & SULFUR D	
002094 ALLIED UNIVERSAL COR I2902561						2400742 2024 2 INV P		7,190.00		113023		299878		CHLORINE & SULFUR D	
								28,760.00							
						ACCOUNT TOTAL		28,760.00							
009677 602500				LEGAL											
004599 WATKINS & EAGAR 430488				0		2024 2 INV P		1,182.50		113023		300106		RE: ENVIRONMENTAL M	
						ACCOUNT TOTAL		1,182.50							
009677 630500				ELECTRICITY											
003700 MS POWER COMPANY E2023-11/20/23B				0		2024 2 INV P		546.89		113023		300033		MISSISSIPPI POWER E	
003873 PEARL RIVER VALLEY E 2023-20 NOV				0		2024 2 INV P		50.00		113023		300053		PEARL RIVER VALLEY	
						ACCOUNT TOTAL		596.89							
009677 638000				FIXED EQUIPMENT R&M											
003348 L & A CONTRACTING CO 483-254				0		2024 2 INV P		37,858.94		113023		299998		MB2016-64: LAGOONS	
004423 THE SPECTRUM GROUP I 11653-1				2304901		2024 2 INV P		19,169.53		113023		300091		TWO QUOTE -- ABB WA	
						ACCOUNT TOTAL		57,028.47							
				ORG 009677		TOTAL		87,567.86							
FUND 009				WATER & SEWER OPERATION/MAINT.		TOTAL:		610,973.90							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
011001										
011001	360001									
050314	HUNTER, OPHELIA O	42569	0	2024	1	INV P	75.00	113023	299982	
050315	STRONG-HINTON, ELLA	42570	0	2024	1	INV P	75.00	113023	300089	
050316	MCCORKLE MOLLIE	42571	0	2024	1	INV P	14.80	113023	300015	
050317	GRAHAM, JOHN R	42572	0	2024	1	INV P	8.80	113023	299966	
050319	ROPERS	42574	0	2024	1	INV P	100.00	113023	300073	
050320	SUMRALL, GARY	42575	0	2024	1	INV P	14.80	113023	300090	
050321	EVANS, MYRON L	42576	0	2024	1	INV P	179.60	113023	299951	
050322	HOPKINS, MARCUS	42577	0	2024	1	INV P	75.00	113023	299980	
050323	JACKSON, JESSE	42578	0	2024	1	INV P	230.61	113023	299988	
050323	JACKSON, JESSE	42579	0	2024	1	INV P	75.00	113023	299989	
							305.61			
050324	HIBBLER, FELICIA	42580	0	2024	1	INV P	14.80	113023	299977	
050325	MADRIGAL, JOANA P	42581	0	2024	1	INV P	14.80	113023	300008	
050326	ALLEN, LASHYLA	42582	0	2024	1	INV P	31.80	113023	299877	
050327	TOLAR, STEVEN	42583	0	2024	1	INV P	11.96	113023	300094	
050328	FUNKY SHOES	42584	0	2024	1	INV P	30.29	113023	299960	
050329	ADVANTAGE TAX	42585	0	2024	1	INV P	75.00	113023	299874	
050330	THOMAS, DARLENE	42586	0	2024	1	INV P	31.80	113023	300092	
050331	JAYNES, MICHELLE	42587	0	2024	1	INV P	75.00	113023	299994	
050332	BILBO, CARISSA	42588	0	2024	1	INV P	75.00	113023	299896	
050333	BUNCH, JEANETTE K	42589	0	2024	1	INV P	75.00	113023	299907	
050334	FINK, HALLE	42590	0	2024	1	INV P	75.00	113023	299955	
050335	WARMAN, SAMUEL	42591	0	2024	1	INV P	75.00	113023	300102	
050336	BOUTWELL, CLARA	42592	0	2024	1	INV P	75.00	113023	299902	
050337	YOUNG, SHIRLEY MAE	42593	0	2024	1	INV P	4.00	113023	300112	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
050338 BOUDREAUX, WANDA	42594		0	2024	1	INV P	14.80 113023	299901	
050339 RATLIFF, JAMANDA	42595		0	2024	1	INV P	14.80 113023	300066	
050340 BARRETT, BRYAN C61	42596		0	2024	1	INV P	14.80 113023	299894	
050341 WALKER, PATRICK	42597		0	2024	1	INV P	75.00 113023	300099	
050342 RAANES, DUANE	42598		0	2024	1	INV P	75.00 113023	300065	
050343 EVANS, MARION	42599		0	2024	1	INV P	34.92 113023	299949	
050343 EVANS, MARION	42600		0	2024	1	INV P	75.00 113023	299950	
							109.92		
050344 HIRSCH, BILLIE	42601		0	2024	1	INV P	14.80 113023	299978	
050345 CLARK TECHNOLOGIES 2	42602		0	2024	1	INV P	44.71 113023	299926	
050345 CLARK TECHNOLOGIES 2	42603		0	2024	1	INV P	75.00 113023	299927	
							119.71		
050346 CLARK TECHNOLOGIES 2	42604		0	2024	1	INV P	44.71 113023	299928	
050346 CLARK TECHNOLOGIES 2	42605		0	2024	1	INV P	75.00 113023	299929	
							119.71		
050347 DELOACH, DECANTRA M	42606		0	2024	1	INV P	100.48 113023	299936	
050347 DELOACH, DECANTRA M	42607		0	2024	1	INV P	75.00 113023	299937	
							175.48		
050348 A.S.A.A.P.	42608		0	2024	1	INV P	75.00 113023	299871	
050349 LAMBETH, LLOYD	42609		0	2024	1	INV P	75.00 113023	299999	
050350 MUSSIETT, RICARDO	42610		0	2024	1	INV P	14.80 113023	300043	
050351 HAWTHORNE, DUSTIN	42611		0	2024	1	INV P	75.00 113023	299973	
050352 CHRISTENSEN, MARY	42612		0	2024	1	INV P	14.80 113023	299918	
050353 PINSON, DANA	42613		0	2024	1	INV P	14.80 113023	300057	
050354 MILES, SHARON D	42614		0	2024	1	INV P	14.80 113023	300019	
050355 GUERRA, HELEN 19	42615		0	2024	1	INV P	14.80 113023	299967	
050356 LOTT, KRAMDEN S	42616		0	2024	1	INV P	14.80 113023	300006	
050357 WILLIAMS, MARY S	42617		0	2024	1	INV P	5.92 113023	300109	
050357 WILLIAMS, MARY S	42618		0	2024	1	INV P	8.88 113023	300110	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION						
								14.80								
050358	BARNCASTLE, KAREN 1	42619	0	2024	1	INV	P	5.92	113023	299893						
050359	HALLMAN PROPERTY MGM	42620	0	2024	1	INV	P	14.80	113023	299970						
050359	HALLMAN PROPERTY MGM	42621	0	2024	1	INV	P	60.20	113023	299971						
								75.00								
050360	G & C FUNDING LLC	42622	0	2024	1	INV	P	28.34	113023	299961						
050361	BOLTON, WENDY	42623	0	2024	1	INV	P	11.34	113023	299898						
050362	SMITH, PAMELA M	42624	0	2024	1	INV	P	11.34	113023	300078						
050363	CONERLY, DEBORAH 1	42625	0	2024	1	INV	P	11.34	113023	299933						
050364	HARRIS, LOGAN	42626	0	2024	1	INV	P	11.34	113023	299972						
050365	LONDON AND STETLEMAN	42627	0	2024	1	INV	P	11.34	113023	300005						
ACCOUNT TOTAL								2,741.64								
011001	360002															
050366	MT CARMEL BAPTIST CH	42628	0	2024	1	INV	P	1,366.28	113023	300042						
ACCOUNT TOTAL								1,366.28								
ORG 011001 TOTAL								4,107.92								
FUND 011 WATER & SEWER FUND								TOTAL:	4,107.92							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
039551				AIRPORT IMPR.-AIRPORT DIV							
039551 729502				AIRPORT IMP-FAA							
002843 FORD ENGINEERING SER 221206G				0	2024	2	INV	P	8,198.20	113023	299956 MB 2021-306 TAXIWAY
				ACCOUNT TOTAL					8,198.20		
				ORG 039551		TOTAL			8,198.20		
FUND 039 AIRPORT IMPROVEMENT FUND						TOTAL:			8,198.20		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
			MUN.ROAD&BRIDGE-STREET DIV								
072201			ENGINEERING-MIDTOWN								
072201	601502			2024	2	INV P					
003764	NEEL-SCHAFFER INC	1091430	0				1,462.60	113023	300045	MB	2021-359 MIDTOWN
ACCOUNT TOTAL							1,462.60				
			CTRY.CLUB RD. INTERSECTN.								
072201	723025			2024	2	INV P					
004197	SHOWS DEARMAN & WAIT	23885	0				2,464.57	113023	300075	MB	2013-1/48 2021-1
ACCOUNT TOTAL							2,464.57				
			OTHER STREET IMPR.								
072201	723099			2024	2	INV P					
047187	FOUR SEASONS LAWN	16699	2304948				500.00	113023	299958	IRRIGATION	REPAIRS
ACCOUNT TOTAL							500.00				
			MIDTOWN STREETSCAPES								
072201	729552			2024	2	INV P					
003228	JACKSON, TULLOS & RO	10661	0				2,222.50	113023	299991	MB	2022-17 MIDTOWN
ACCOUNT TOTAL							2,222.50				
ORG 072201 TOTAL							6,649.67				
FUND 072 MUNICIPAL ROAD & BRIDGE				TOTAL:		6,649.67					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570	MASS TRANSIT-TRANSPORTATION								
073570	606000			TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287290252011X110523	0	2024	2	INV P	52.21	113023	299890 MB2016-287/WIRELESS
ACCOUNT TOTAL							52.21		
073570	609900			OTHER COMMUNICATION EXP.					
004543	VERIZON WIRELESS	9948897316	0	2024	2	INV P	142.55	113023	300097 NOVEMBER 2023 PARAT
ACCOUNT TOTAL							142.55		
073570	638400			MOTOR VEHICLE EQ. R&M					
003712	MS STATE/TAX COMM/TA TAG UNIT # 22065		0	2024	2	INV P	12.00	113023	300034 TAG UNIT # 22065/VI
003712	MS STATE/TAX COMM/TA TAG UNIT # 22067		0	2024	2	INV P	12.00	113023	300036 TAG UNIT#22067/VIN#
003712	MS STATE/TAX COMM/TA TAG UNIT # 22068		0	2024	2	INV P	12.00	113023	300037 TAG UNIT #22068/VIN
003712	MS STATE/TAX COMM/TA TAG UNIT # 22069		0	2024	2	INV P	12.00	113023	300038 TAG UNIT #22069/VIN
003712	MS STATE/TAX COMM/TA TAG UNIT # 22070		0	2024	2	INV P	12.00	113023	300039 TAG UNIT# 22070/VIN
003712	MS STATE/TAX COMM/TA TAG UNIT # 22071		0	2024	2	INV P	12.00	113023	300040 TAG UNIT # 22071/VI
003712	MS STATE/TAX COMM/TA TAG UNIT #22066		0	2024	2	INV P	12.00	113023	300035 TAG UNIT #22066/VIN
							84.00		
ACCOUNT TOTAL							84.00		
073570	639800			TOW IN CHARGES					
003253	JOHNNY'S WRECKER SER 46593		0	2024	2	INV P	375.00	113023	299996 TOW FOR BUS #21126
ACCOUNT TOTAL							375.00		
073570	643000			UNIFORM RENT					
002471	CINTAS CORPORATION # 4174332925		0	2024	2	INV P	168.89	113023	299920 HCT UNIFORM RENTALS
002471	CINTAS CORPORATION # 4175120257		0	2024	2	INV P	125.20	113023	299920 HCT UNIFORM RENTALS
							294.09		
ACCOUNT TOTAL							294.09		
073570	741000			BUSES					
004021	REI, INC	505831	2400633	2024	2	INV P	906.96	113023	300069 NEW BUSES HDD MODUL
004205	SIGNS FIRST	H-86963	2303825	2024	2	INV P	36,898.89	113023	300076 2-QUOTES-WRAP FILM
ACCOUNT TOTAL							37,805.85		
ORG 073570 TOTAL							38,753.70		
FUND 073 MASS TRANSIT FUND							TOTAL:	38,753.70	

YEAR/PERIOD: 2024/1 TO 2024/2		INVOICE		PO		YEAR/PR TYP S		WARRANT		CHECK		DESCRIPTION	
075695						W&S CONSTR.-CAPITAL PROJECTS							
075695 601500						ENGINEERING							
004197	SHOWS DEARMAN & WAIT 23815	0	2024	2	INV	P	22,079.25	113023		300075	W 7TH ST N 25TH AVE		
004197	SHOWS DEARMAN & WAIT 23816	0	2024	2	INV	P	2,535.00	113023		300075	W 7TH ST INFRASTRUC		
004197	SHOWS DEARMAN & WAIT 23819	0	2024	2	INV	P	8,200.00	113023		300075	INFRASTRUCTURE MGMT		
004197	SHOWS DEARMAN & WAIT 23820	0	2024	2	INV	P	8,512.50	113023		300075	INFRASTRUCTURE IMPR		
004197	SHOWS DEARMAN & WAIT 23821	0	2024	2	INV	P	2,640.00	113023		300075	EDWARDS ST INFRA RE		
004197	SHOWS DEARMAN & WAIT 23823	0	2024	2	INV	P	2,362.50	113023		300075	FORREST AVE SEWER R		
004197	SHOWS DEARMAN & WAIT 23825	0	2024	2	INV	P	1,560.00	113023		300075	S 12TH AVE INFRA IM		
004197	SHOWS DEARMAN & WAIT 23828	0	2024	2	INV	P	8,565.00	113023		300075	GENERAL ENGINEERING		
004197	SHOWS DEARMAN & WAIT 23829	0	2024	2	INV	P	5,087.50	113023		300075	EMERGENCY SEWER REP		
004197	SHOWS DEARMAN & WAIT 23830	0	2024	2	INV	P	5,052.50	113023		300075	COMSWIP SEWER PH IX		
004197	SHOWS DEARMAN & WAIT 23831	0	2024	2	INV	P	20,938.75	113023		300075	LINCOLN ROAD STORMW		
							87,533.00						
ACCOUNT TOTAL							87,533.00						
075695 604900						OTHER PROFESSIONAL SERV.							
004694	ZAC FAIRLEY APPRAISA 1146	0	2024	2	INV	P	1,600.00	113023		300113	MB 2022-148 PIPELIN		
ACCOUNT TOTAL							1,600.00						
075695 724501						ARCADIA SUNSET							
004197	SHOWS DEARMAN & WAIT 23822	0	2024	2	INV	P	5,875.00	113023		300075	MB 2021-337-338 ARC		
047045	JAY BEARDEN CONSTRUC PAY ESTIMATE NO 1	0	2024	2	INV	P	97,449.62	113023		299993	MB 2022-125 ARCADIA		
ACCOUNT TOTAL							103,324.62						
075695 724599						PROGRAMMED WATER PROJ.							
004197	SHOWS DEARMAN & WAIT 23826	0	2024	2	INV	P	22,031.39	113023		300075	MB 2022-28 CIPP SEW		
004197	SHOWS DEARMAN & WAIT 23827	0	2024	2	INV	P	32,904.59	113023		300075	MB 2022-44 MS HALL		
							54,935.98						
ACCOUNT TOTAL							54,935.98						
075695 729569						SRF WTR PLT #1 REHAB-PHASE I							
004197	SHOWS DEARMAN & WAIT 23864	0	2024	2	INV	P	26,383.35	113023		300075	WATER PLANT 1 REHAB		
047349	HEMPHILL CONST PAY APP 10	0	2024	2	INV	P	129,015.54	113023		299975	MB 2021-371 WATER P		
ACCOUNT TOTAL							155,398.89						
ORG 075695 TOTAL							402,792.49						
FUND 075 WATER&SEWER CONSTRUCTION FUND							TOTAL:	402,792.49					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
077650					COMMUNITY CTR-ADMIN/GENERAL						
077650					CLEANING/JANITORIAL SPLY						
003772	NEWELL PAPER COMPANY	4160685		2400802	2024	2	INV	P	43.46	113023	300046 JANITORIAL SUPPLIES
ACCOUNT TOTAL									43.46		
077650					GAS						
004321	SPIRE	G2023-NOV 16		0	2024	2	INV	P	185.39	113023	300086 SPIRE-(MILMUT GAS)
ACCOUNT TOTAL									185.39		
077650					ELECTRICITY						
003700	MS POWER COMPANY	E2023-11/20/23B		0	2024	2	INV	P	1,692.92	113023	300033 MISSISSIPPI POWER E
ACCOUNT TOTAL									1,692.92		
077650					UNIFORM RENT						
002471	CINTAS CORPORATION #	4172975200		0	2024	2	INV	P	132.55	113023	299920 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4173701185		0	2024	2	INV	P	125.00	113023	299920 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4174333439		0	2024	2	INV	P	125.00	113023	299920 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4175120457		0	2024	2	INV	P	125.00	113023	299920 UNIFORM RENTAL FOR
									507.55		
ACCOUNT TOTAL									507.55		
077650					MS ARTS COMMISSION GRANT						
002796	FASTSIGNS OF HATTIES	2153-11683		2400485	2024	2	INV	P	551.63	113023	299954 RESTROOM SIGNS - (F
ACCOUNT TOTAL									551.63		
ORG 077650 TOTAL									2,980.95		
FUND 077 COMMUNITY CENTERS' FUND									TOTAL:	2,980.95	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2															
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION		
				SPEC SALES TAX/RECREATION MAIN											
086300 7295PR				CAPITAL PROJECTS											
002165	AUSTRALIAN COURTWORK	KAMPER #4 & FINAL	0	2024	2	INV	P		22,685.00	113023		299891	MB	2022-166	KAMPER
002165	AUSTRALIAN COURTWORK	KAMPER TENNIS #3	0	2024	2	INV	P		76,190.00	113023		299891	MB	2022-166	KAMPER
									98,875.00						
002350	BUCKHAULTS ELECTRIC	6414	2304494	2024	2	INV	P		8,800.00	113023		299906	2	QUOTE	ELECTRICAL
002350	BUCKHAULTS ELECTRIC	6556	2304959	2024	2	INV	P		25,600.00	113023		299906	2	QUOTE	BID - BUCKH
									34,400.00						
002515	COLONY CONSTRUCTION	MIDTOWN GREEN #3	0	2024	2	INV	P		39,996.36	113023		299931	MB	2022-150	MIDTOWN
002796	FASTSIGNS OF HATTIES	2153-11289	2304799	2024	2	INV	P		159.00	113023		299954	FIELD	CLOSED	SIGNS
002796	FASTSIGNS OF HATTIES	2153-11373	2304905	2024	2	INV	P		95.00	113023		299954	YARD	SIGNS	WITH GRO
									254.00						
003385	LANDRY LEWIS GERMANY	CN 22-3922-012	0	2024	2	INV	P		603.60	113023		300002	MB	2021-454	JAYCEE
047043	PORTABLE TOILETS	104983	2304557	2024	2	INV	P		1,125.00	113023		300058	PORTA	POTTY	RENTAL
047043	PORTABLE TOILETS	104984	2304568	2024	2	INV	P		482.14	113023		300058	PORTA	POTTY	RENTAL
									1,607.14						
049598	PHOENIX CONSTRUCTION	JAYCEE PARK IMPR #9	0	2024	2	INV	P		35,631.65	113023		300054	MB	2022-74	JAYCEE P
049824	MISSCO INTERIOR	1990	2302802	2024	2	INV	P		82,507.20	113023		300021	ARTS	PROJECT	- (SIC
ACCOUNT TOTAL									293,874.95						
ORG 086300 TOTAL									293,874.95						
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV									TOTAL:	293,874.95					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
087601 INDUSTRIAL PK-G.O.ACQUISITIONS											
087601 602001 ECONOMIC DEVELOPMENT CONSULTIN											
002143 AREA DEVELOPMENT PAR		12/31/23	0	2024	2	INV P	140,000.00	113023	299882	CONTRIBUTION QE 12/	
ACCOUNT TOTAL							140,000.00				
087601 602500 LEGAL											
004171 SHEMPER, MICHAEL J P		145	0	2024	2	INV P	1,856.25	113023	300074	LEGAL SERVICES - TH	
004677 WISE CARTER CHILD &		239116	0	2024	2	INV P	2,450.00	113023	300111	LEGAL SERVICES - TH	
047720 HOWDESHELL, PITTMAN		1367	0	2024	2	INV P	253.89	113023	299981	LEGAL SERVICES - TH	
ACCOUNT TOTAL							4,560.14				
ORG 087601 TOTAL							144,560.14				
FUND 087 INDUSTRIAL PARK DEVELOPMENT				TOTAL:		144,560.14					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/1 TO 2024/2														
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
088603 PUBLIC SAFETY/REC CONSTRUCTION														
088603 729501 HALL AVENUE OVERPASS														
002515	COLONY CONSTRUCTION	HALL ROUNDABOUT #8	0	2024	2	INV	P	68,912.93	113023	299931	MB	2021-480	HALL AV	
048667	R & J CONSTRUCTION	HALL AVE EAST #20	0	2024	2	INV	P	622,119.73	113023	300064	MB	2021-325	HALL AV	
048667	R & J CONSTRUCTION	HALL AVE WEST #5	0	2024	2	INV	P	1,211,519.72	113023	300064	MB	2022-74	HALL AVE	
								1,833,639.45						
ACCOUNT TOTAL								1,902,552.38						
ORG 088603 TOTAL								1,902,552.38						
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION TOTAL:								1,902,552.38						

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

11/29/2023 15:23
6050sjackson

City of Hattiesburg, MS
A/P CASH DISBURSEMENTS JOURNAL

P 37
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
001 General Fund		842,248.75
002 PARKS & RECREATION FUND		87,644.09
005 HATT.MUNICIPAL FIRE PROTECTION		68,874.05
009 WATER & SEWER OPERATION/MAINT.		610,973.90
011 WATER & SEWER FUND		4,107.92
039 AIRPORT IMPROVEMENT FUND		8,198.20
072 MUNICIPAL ROAD & BRIDGE		6,649.67
073 MASS TRANSIT FUND		38,753.70
075 WATER&SEWER CONSTRUCTION FUND		402,792.49
077 COMMUNITY CENTERS' FUND		2,980.95
086 SPEC SALES TAX-P&R/UNIV IMPROV		293,874.95
087 INDUSTRIAL PARK DEVELOPMENT		144,560.14
088 PUBLIC SAFETY/REC CONSTRUCTION		1,902,552.38
801 CLAIMS FUND	4,414,211.19	
TOTAL	4,414,211.19	4,414,211.19

** END OF REPORT - Generated by Sherry Jackson **